LABOR AGREEMENT BETWEEN

TRANSDEV, CONCORD, CALIFORNIA

AND

AMALGAMATED TRANSIT UNION LOCAL 1605

JULY 1, 2019 THROUGH JUNE 14 , 2020

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ARTICLE 1 - PARTIES AND RECOGNITION

Section 1.1 - Parties and Recognition of ATU: This Agreement, executed herein below, is between TRANSDEV (located at 2477 Arnold Industrial Way, Concord, California 94520), hereinafter referred to as the Company, and the Amalgamated Transit Union Local 1605 (located at 1333 Pine Street, Suite G, Martinez, California 94553), hereinafter alternatively referred to as the Union or as the ATU. The Company recognizes the ATU as the exclusive representative of "employees" as defined in Section 1.2 of this Article, deemed appropriate on May 2, 1997, by the National Labor Relations Board in 32-RC-4257 **and May 23, 2018 by the National Relations Board in 32-RC-220150,** for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

Section 1.2 - Definition of Employees (Regular): Whenever used in this Agreement, the term "employees" shall mean all regular, full-time and regular part-time non-probationary drivers, dispatchers, reservationists, and schedulers employed by the Company at its location referred to in Section 1.1. and who perform work under the Company's revenue contract with the Central Contra Costa Transportation Authority (herein elsewhere alternatively referred to as the Client or as CCCTA), but excluding temporary personnel, maintenance and utility personnel, clerks, administrative assistants, professional employees, guards and supervisors as defined under the National Labor Relations Act. Said employees collectively constitute the Bargaining Unit.

Section 1.3 - Definition of Employees (Probationary): A driver who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, or a driver rehired after termination of seniority, shall be in "probationary" status until he/she has completed sixty (60) working days. The discharge or discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

A **dispatcher/reservationist/scheduler** who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, or dispatcher/reservationist/scheduler rehired after termination of seniority, shall be in "probationary" status until he/she has completed ninety (90) calendar days. The discharge or discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

Section 1.4 - Full-time and Part-time Status: The classification of jobs as described in Section 1.2 of this Agreement is defined as follows:

1. Drivers:

   a. A regular full-time driver is defined as a driver regularly scheduled to work thirty (30) hours or more in a workweek.

   b. A regular part-time driver is defined as a driver regularly scheduled to work less than thirty (30) hours in a workweek. The Company will not employ more than 10% of the workforce as part-time employees. If the Client changes its operational needs, the parties will meet to adjust to those needs accordingly. Any necessary changes will be reduced to writing and signed off.

2. Dispatchers, Reservationists and Schedulers:

   a. A regular full-time Dispatcher, Reservationist, and/or Scheduler is defined as an employee regularly scheduled to work thirty (30) hours or more in a workweek,

b. A regular part-time Dispatcher, Reservationist and/or Scheduler is defined as an employee regularly scheduled to work less than thirty (30) hours in a workweek. The Company determines the number of full and part time shifts. If, after an initial shift bid, an operational change or reduction in service requires a previously full-time position to be reduced to a part-time position, the Company will allow the employee in the affected shift to bump the least senior employee in that classification to take their full-time shift. The least senior employee in turn, would be assigned the part-time shift.

ARTICLE 2 - SCOPE OF AGREEMENT

Section 2.1- Separability: Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement, which are not affected by such decision.

Section 2.2 - Waiver of Bargaining Rights and Amendments to Agreement: During the negotiations resulting in this Agreement, the Company and the ATU each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the ATU to bargain collectively, and the ATU expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (1) such matters are specifically referred to in this Agreement, (2) such matters were discussed between the Company and the ATU during negotiations which resulted in this Agreement, or (3) such matters were within the contemplation or knowledge of the Company and the ATU, after exercise of the right and opportunity referred to in the first sentence of this Section and this Agreement finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the ATU.

ARTICLE 3-REPRESENTATION

Section 3.1 - ATU Shop Stewards

a. Recognition of Shop Stewards: From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than two (2) Drivers as Shop Stewards and one (1) employee who is classified as a Dispatcher, Reservationist or Scheduler as a Shop Steward (i.e. three (3) total Shop Stewards) to serve as the Union's agent in the representation of employees of the Bargaining Unit. The Company shall not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

b. Compensation of Shop Steward While Engaged in Union Activity: The Shop Steward shall not be compensated by the Company for his/her duties as the Shop Steward and shall perform such duties during times when he/she is not scheduled to work for the Company.

Section 3.2 - Distribution of Union Literature (Bulletin Boards): The Company will provide the ATU with a bulletin board which shall be used by the ATU for posting of official notices, meetings and other matters pertinent to the ATU. Said bulletin board will be located in each break room in such a manner that all employees can easily see its contents. The ATU agrees that the bulletin board and notices the ATU distributes to employees via sealed envelope placed in employees' mail boxes will only be used for official business and will not be used for personal notices or any other material not pertinent to official ATU business. The ATU also agreed that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin board or placed in employees ' mailboxes. The ATU agent shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

Section 3.3 - ATU Business Leave: An employee designated by the ATU to serve as a full-time officer or employee of the ATU shalt be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 8 (SENIORITY) of this Agreement.

Section 3.4 - ATU Visitation: Upon reasonable prior notice and consent by the Company, a representative of the ATU will be allowed access to Company premises for purpose of investigating or adjusting an actual grievance. The ATU agent will confine any conversations with employees to non-work time and his activities will not, in any manner, interfere with the performance of work by the employees.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 The Company retains, solely and exclusively, all the rights, powers and authority which is exercised or possessed prior to the execution of this Agreement, except as specifically amended by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Company and not amended by this Agreement include, but are not limited to the following: to manage, direct and maintain the efficiency of its business and personnel; to manage and control or eliminate jobs and operations in whole or in part; to discontinue and/or subcontract work for economic or other reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to lay off employees; to establish operating standards, schedules of operation and work load; to specify or assign work requirements and require over time; to assign work and decide which employees are qualified to perform work; to adopt reasonable work rules and rules of conduct, appearance and safety and penalties for violation thereof, and amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes and means and places of providing services; to adapt, install, or operate new equipment or operations; to determine the location and relocation of operations and to effect technological changes. Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not, it being understood that any policies, rules and regulations instituted by the Company that may apply to the bargaining unit will not violate this Agreement, the only exception to this being terms and conditions arising out of the Revenue Contact under which the Company provides its services to its client.

Section 4.2 - Revenue Contract to Prevail: The relevant portions of a revenue contract between the Company and its customers shall be incorporated by reference into this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of such revenue contract, the relevant portions of said revenue contract shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 5
NO STRIKES OR LOCKOUTS

Section 5.1 - No Strikes or Lockouts: During the term of this Agreement, or any extension thereof, (a) neither the ATU nor its members will, directly or indirectly, cause, encourage, sanction or participate in any strike, work stoppage, slowdown, or boycott against the Company, and (b) there will be no lockouts by the Company.

Section 5.2 - Discipline for Violation of Section: The failure or refusal on the part of any employee to comply with provisions of Section 5.1 of this Article shall be cause for immediate discipline, including discharge. If any conduct prohibited by this Section occurs, the Union shall immediately do everything within its power to terminate such conduct.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1 - Equal Opportunity: The Company and the ATU each respectively agree that they will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms conditions, and privileges of employment nor will it limit segregate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, national origin, age, disability or sexual orientation. The parties agree that disputes under this Article shall be resolved through the grievance procedure and/or arbitration procedures.

Section 6.2 - Affirmative Action and Job Accommodation: Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or direction, with or without notice to the ATU, and neither such action nor its effect may be deemed a violation of the Agreement.

Section 6.3 - Concerted Activities: The Company and the ATU each respectively agree that they will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the ATU or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

Section 6.4 - Gender Terms: Throughout this Agreement, the use of gender pronouns and terms shall be construed to include both male and female.

ARTICLE 7
DRUG AND ALCOHOL TESTING

Section 7.1 - D & A Testing: In acknowledgement of the nature of the Company's operations and overriding safety considerations, the Company has adopted formal provisions for drug and alcohol screening as referenced in the TRANSDEV Safety Policies. The Company policy is zero tolerance. A positive test as defined by the FTA regulation at 49 CPR part 655 and 49 CFR part 40 will result in termination. The Union agree to the foregoing Drug and Alcohol Policy as long as the policy has not been found to be in violation of any Federal or State laws and the scope of the application and enforcement does not exceed that which is required by these regulations.

An Employee taken off work as a result of reasonable suspicion compliance with these regulations will be placed on leave without pay for a maximum of four days pending the results. In the event the results are negative, the employee will be made whole. Any action required by the Company as a result can be taken at that time.

ARTICLE 8
SENIORITY

Section 8.1 - Seniority Defined: Seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding, runs, assignments, or time off as provided for in this Agreement. The above seniority is date of hire. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employees' respective seniority positions will be determined by alphabetical order of surname. Seniority shall be applicable only as expressly provided in this Agreement.

Employees will be designated by classification and full or part-time status on one of four (4) Seniority Lists:

1. Full-Time Drivers
2. Part-Time Drivers
3. Full-Time Dispatchers, Reservationists and Schedulers
4. Part-Time Dispatchers, Reservationists and Schedulers

The Company reserves the right to maintain and/or discontinue part-time positions at any time.

All Drivers will be ranked on the Full-time Driver or Part-time Driver seniority lists in order of their respective date of hire or transfer into their respective full-time or part-time position. The employee's seniority date may coincide with the date of hire. Drivers will either bid a Bid Run or Back Up Extra Board position. Part-time Drivers will bid a part-time piece of work. Drivers will bid their time off in Date of hire order within part-time or full-time designation.

All Dispatchers, Reservationists, and Schedulers will be ranked on the Full-Time Dispatcher/Reservationist/Scheduler or Part-time Dispatcher/Reservationist/Scheduler seniority lists in order of their respective full-time or part-time position. Full-time and Part-time Dispatchers, Reservationists and Schedulers will bid on a shift designated by the Company for their respective classification in seniority order.

Section 8.2 - Lay Off

a. Determination of Lay Off: The Company will determine the timing of a layoff, and the number of employees to be laid off per classification.

b. Lay Off: When a reduction in the work force becomes necessary, as determined by the Company, such lay off shall be made in reverse order of seniority in the affected classification.

c. If an employee in the Dispatcher, Reservationist, or Scheduler classifications is laid off and the employee is both qualified and has more seniority than an employee in another of these classifications, such employee may opt to bump a less senior employee from their position.

d. If a driver is laid off from the driver classification and, at the time of the layoff, has the qualifications to perform the duties of a dispatcher, scheduler, or reservationist and has more Company seniority than a current employee in these classifications, then such employee may bump a least senior employee from their position.

e. If a dispatcher, scheduler, or reservationist is laid off and, at the time of the layoff, has the qualifications and active credentials to perform the duties of a driver and has more seniority than a current employee in that classification, then such employee may bump a least senior employee from their position.

Section 8.3 - Recall

a. Order of Recall: The employee with the most seniority will be the first one recalled from lay off.

b. Notice of Recall: The Company will forward notice of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within five (5) days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

Section 8.4 - Termination of Seniority: An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

a. Resignation by the employee or termination by the Company, unless reinstated pursuant to the

grievance procedure.

b. Failure to give notice of intent to return to work after recall within the time period specified in Section 8.3 of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

c. Failure to return to work upon expiration of an approved leave of absence.

d. Layoff of a period of twelve (12) months or for a period equal to the employee's seniority, whichever is less.

e. Absence of three (3) consecutive days without notifying the Company.

f. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 8.5 - Seniority List: The Company shall provide the Union, once every two (2) months, a current Seniority List consisting of the employee's name, date of hire, date of birth, social security number, current address and phone number, and classification. Such list shall be deemed accurate unless challenged by the Union or the employee within ten (10) days upon receipt.

Section 8.6 - Return of Personnel to the Bargaining Unit: A person who, after transfer or promotion out of the bargaining unit or another seniority list within the bargaining unit, for a period of six (6) months or less, remains in the continuous employment of the Company and, notwithstanding any other provision of this Agreement, will be returned to any designated job classification in the bargaining unit previously held by the person. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off.

Section 8.7 - Transfers to the Bargaining Unit: Employees who transfer into the bargaining unit from another Company location will be placed at the bottom of seniority list of the classification for which he or she was hired for bidding purposes. For the purpose of wages and benefits, the employee will be paid in accordance with the Employee's previous years of service with the Company. No transfer employee will be paid a higher wage rate than that which is applicable to his or her years of service in this agreement.

Section 8.8 - Transfers Between Drivers Classifications: All Operators will be placed on the appropriate seniority list (full time or part time) based on their most recent date of hire at the Company's Concord, CA location (seniority date). Operators who transfer between full and part time seniority lists will be placed in the seniority list based on their seniority date (i.e. they will not go to the bottom of the list unless they are the least senior employee).

Section 8.9 Transfer Between Dispatcher/Scheduler/Reservationist Classifications: All Dispatchers, Reservationist, and Schedulers will be placed on the appropriate seniority list (full or part time) based on their most recent date of hire at the Company's Concord, CA location (seniority date). Dispatchers, Reservationists and Schedulers who transfer between seniority lists will be placed in the seniority list based on their seniority date (i.e. they will not go to the bottom of the list unless they are the least senior employee). For the purpose of wages and benefits, the employee will be paid in accordance with the employee's previous years of service with the Company. The employee will be placed in the respective wage scale for the new classification accordingly.

Section 8.10 Transfer Between Dispatcher/Reservationist/Scheduler and Driver Classifications: Any Dispatcher, Reservationist, or Scheduler who transfers to the Driver Classification or Diver that transfer to a Dispatcher, Reservationist, or Scheduler Classification will be placed at the bottom of seniority list the employee is transferring to for bidding purposes. For the purpose of wages and benefits, the employee will be paid in accordance with the employee's previous years of service with the Company. The employee will be placed in the respective wage scale for the new classification accordingly.

ARTICLE 9
DISCIPLINE

Section 9.1- Company Rights: The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement. Before implementing such changes however, the Union will be provided advance notice of said changes. The Company shall further have the absolute right to carry out all directions of its customers notwithstanding any provision of this Agreement to the contrary.

Section 9.2 - Just Cause: The Company shall not discipline or discharge an employee without just cause. The Company is committed to a system of progressive discipline as outlined in Article 9.3; however, it is understood that some violations may result in suspension or discharge on the first offense as determined on a case by case basis and in accordance with the Company's policies, rules and regulations. Progressive discipline will also be utilized as an opportunity to educate the employee to follow the rules and perform his/her job properly.

Section 9.3 - Progressive Discipline: Any violation of Company policies, procedures or work rules shall result in disciplinary action. The Company may suspend an employee without pay as an element of progressive discipline. Except as provided in Section 9.2 of this Article, each infraction of any rule, policy or procedure may result in the following disciplinary action being taken by the Company against the employee:

First Violation:	Verbal Warning- documented
Second Violation:	Written Warning
Third Violation:	Suspension (1-3 days)
Fourth Violation:	Suspension (3-5 days)
Fifth Violation:	Discharge

Section 9.4 - Length of Record: Adverse notations regarding preventable accidents on an employee's record will remain on the employee's record for (36) months. Adverse notations on matter pertaining to all other disciplinary actions will remain on the employee's record for one (1) year.

Section 9.5 - Work Rules. The Company shall issue an employee handbook outlining all the rules, regulations and policies and will provide a copy of the handbook to its employees.
The Company shall issue an employee handbook outlining the rules, regulations and policies and will provide a copy of the handbook to its employees. The current handbook in effect at the time of this agreement is dated July 2011. The Company and the Union recognize that if the terms of the collective bargaining agreement and the Company rules, regulations, or policies are in conflict, the collective bargaining agreement takes precedence. The Union maintains the right to file a grievance regarding the Company's application or enforcement of its rules, regulations, or policies at the time they are applied or enforced in accordance with the terms of the grievance and arbitration procedure set forth in Article 10 of this agreement.

Section 9.6 - Use of Technology: The Union recognizes the Company's management right to determine and utilize the use of equipment, technology, etc. to operate its business, including the use of audio and video cameras for legitimate purposes. The Company recognizes such technology shall not be used by management for the purpose of surveilling or targeting employee misconduct The Company will not arbitrarily review audio, video data or other electronic monitoring devices without cause, nor review it for the sole purpose of searching for policy violations in the absence of a complaint, incident, event, client/customer request, or other action that gives rise to a business need to review recordings.

The Company retains the right to discipline an employee for misconduct found during the use of or review of such technology. Review initiated by an observation or incident will be for the purpose of determining what actually happened and an employee may be subject to coaching, counseling or discipline as a result Any discipline resulting from review of an audio or video recording should be related to the initial purpose of the review; however, discipline may also be issued if review of the data reveals commission of an unlawful act or serious infraction unrelated to the original purpose irrespective of where and when it occurs on the recording.
If the date and time of the incident are reported and the incident is found at that date and time, the review of a recording (for the purpose of investigating the issue) shall be limited to one (I) hour before and one (1)

hour after the incident in question, except for conduct directly related to the incident reported. If the date and time of the incident is not reported or not reported accurately, the Company may review the recording to locate and incident

When the Company uses a recording as support for disciplinary action, it will provide the Union with access to the recording at the time it informs the Union of its intent to take the proposed disciplinary action.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1 - Grievance Procedure: A sincere endeavor will be made by all parties to dispose of grievances arising out of differences between employees and the Company before a written grievance is filed.
If any disagreement arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes. It is further understood and agreed that any employee who knowingly violates the terms of this Section shall be subject to discipline, including discharge.

Prior to filing a written grievance, the employee and/or the Union shall try to resolve claims over discipline or discharge or claims over application and interpretation at the lowest responsible administration level. To that extent, a discussion shall be held upon request by the Union with the Operations Manager or designee to go over the facts and seek to r solve the dispute. The employee and/or Union must present the issue within five (5) working days (Monday through Friday) from the date the employee knew, or by reasonable diligence could have known, of the alleged occurrence. The Company shall issue a written decision within five (5) days of the meeting or discussion on the issue.

Within five (5) working days after the written decision from above, the aggrieved employee or his representative shall file a written statement of the grievance with the General Manager. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, and the date and place where the grievance occurred.

Step One: Within *ten (10)* working days after the written statement has been filed, the aggrieved employee shall be afforded a hearing by the *Operations* Manager or *his/her* designee. Should the aggrieved employee desire the assistance of the Shop Steward, his request shall be granted. The *Operations* Manager or his designee conducting such hearing shall render a written decision within ten (10) working days from the conclusion of the hearing.

Step Two: Within *ten (10)* working days following Step One, the employee may request in writing a hearing with the *General Manager*, or his/her designee. The request must be in writing and sent to the Company via ~~certified~~ ***email*** (return receipt requested). This hearing shall be held within a period of *ten (10)* working days from receipt of the request. The *General Manager* or his/her designee shall render a written decision within 10 working days from the conclusion of the hearing.

Step Three: *Within ten (10) working days following Step Two, the employee may request in writing hearing with the Region Vice President, or his/her designee. The request must be in writing and sent to the Company via email (return receipt requested). This hearing shall be held within a period of ten (10) working days from the receipt of the request. The Region Vice President, or his/her designee shall render a written decision within ten (10) working days from the conclusion of the hearing.*

Section 10.2 - Grievance Arbitration: If the grievance is not resolved in the written response provided for in Step Three, and if the Union has processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and sent to the Company via certified mail (return receipt requested). Such filing must take place within thirty (30) calendar days from receipt of the final decision from the Company.

a. The arbitrator shall be appointed by the Company and the Union by whatever means both agree to or from a panel of arbitrators requested from the Federal Mediation and Conciliation Service. If a panel is obtained from the Federal Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list, with the order of striking being determined by lot.

b. The arbitrator shall have no authority to:

1. Add to, delete from, amend or in any way disregard any terms of this Agreement;
2. Except for submission any issue other than a factual question as to whether or not a specfic, written provision of this Agreement has been violated by the Company.
3. Fashion a remedy in any grievance in which he fails to find that the specific, written provision of the Agreement alleged by the Union to have been violated by the Company has, in fact, been violated;
4. Except for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to;
5. Fashion a remedy in any grievance that is inconsistent with any of the terms or conditions of one of the Company's revenue contracts.

c. The expenses of the arbitrator and hearing room will be equally shared between the Company and the ATU; otherwise each party shall bear its own expenses.

d. All decisions and awards of the arbitrator will be considered final and binding.

Section 10.3 - Extension of Time: Any notice of grievance, request for hearing and/or notice of arbitration, which does not comply with the time and procedural requirements, as stated above, shall be deemed waived and abandoned by the party failing to comply with such requirements, unless the parties mutually agree in writing to extend or waive any of the time limitations.

ARTICLE 11
HOURS OF WORK

Section 11.1 - Purpose of Article: The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other wages, and nothing contained in this Agreement shall be construed as a guarantee of commitment by the Company to any employee of a minimum and maximum number of hours of work per day, per week, or per year. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 11.2 - Workweek: The workweek shall consist of seven (7) days beginning at 12:00 a.m. On Sunday and ending at 11:59 p.m. the following Saturday.

Section 11.3 - Work Qualifications: In order to qualify for a category of work under this Agreement, an employee must be fully qualified to perform the duties of the position. If applicable, an employee be fully qualified to operate the required equipment safely and efficiently and must possess all required licenses and certificates for the category of work desired and all required in-service hours must be current.

Section 11.4 - Meal and Rest Periods: The Company will abide by California State laws regarding meal and rest periods.

ARTICLE 12
LEAVES OF ABSENCE

Section 12.1- Definition: A leave of absence is defined as an absence in excess often (10) consecutive workdays.

Section 12.2 - Personal Leave: Leaves of absence of up to thirty (30) days may be granted at the Company's discretion, upon receipt of a written request from the employee stating the reason for the requested leave.

Section 12.3 - Medical Leave: A non-probationary employee who, because of sickness or accident off duty, who will be off work for an extended period of time, may be granted a leave of absence of up to three (3) months, in increments of thirty (30) days, which may be extended by the Company, at its sole discretion.

The Company may, at its sole discretion, extend the time limit if the employee and the Union request such an extension in writing and furnish a written report of a licensed medical doctor (M.D.) stating that the extension is necessary and that the employee is likely to be able to return to work following such an extension.

Section 12.4 - Written Requests: A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company.

Section 12.5 - Family and Medical Leave Act: The Company will comply with the provisions of the Family and Medical Leave Act of 1993.

Section 12.6 - Military Leave: The Company will comply with the provisions of the Veterans Re-Employment Rights Act.

Section 12.7 - Requests for Leave: Requests for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay and shall not be credited toward tenure of employment or toward working time for benefits.

ARTICLE 13
ATTENDANCE

Section 13.1 - Good Attendance Required: In any organization, but especially one providing transportation services, the unexpected absence or tardiness of one person can interfere with the safe, on time transportation of passengers. Good attendance and prior notification of absences are thus required.

Employees requesting time off must give the Company as much advance notice as possible (nomally five (5) or more days). Approval of such requests will not be unreasonably withheld.

Section 13.2 - Attendance Policy: An occurrence is an absence of one or more consecutive days. The Attendance Policy shall be on a point basis for a rolling twelve (12) month period from the date of the most recent occurrence back twelve (12) months.

Each occurrence of absence shall be assessed point(s) based on the following:

- 2 Points shall be assessed for a Late Call and No Call / No Show
- 1 Point shall be assessed if any one of the following applies:
    1. Notify the Company sixty (60) minutes or more prior to report time
    2. No call but show up within thirty (30) minutes or less after report time

3. Start shift and drops for any reason
4. Notify the Company less than sixty (60) minutes but show up within thirty (30) minutes.

Discipline will be issued based on the following point totals in any rolling twelve (12) month period:

1-3 Points:	No Action
4 & 5 Points:	Written Warning with Copy of Attendance Policy
6 & 7 Points:	l Day Working Suspension at Management discretion
8 & 9 Points:	2 Day Working Suspension at Management discretion
10 & 11 Points:	3 Day Actual Suspension at Management discretion
12 Points:	Subject to Termination

Effective July I, 2004, the Company may, at its discretion, require absent employees to produce a physician's statement verifying the reason for absence if an Drivers is absent for three (3) consecutive days or more. Employees who have accumulated eight (8) or more attendance points as indicated below will be required to provide a physician's statement verifying their absence for each subsequent absence.

Return to Work Call-in: All employees returning from absence will notify the Company no later than 3:00 p.m. on the day preceding their return to work. Once an employee has been cleared to return to work, the occurrence of absence will be considered broken.

Leaves of Absence shall not be subject to the attendance policy.

Section 13.3 - Late Call/No Show: An occurrence whereby an employee-fails to show up for a work assignment and fails to notify the General Manager or his/her designee at least sixty (60) minutes prior to the start of the work assignment. Such action is considered a serious rule violation and may. in absence of a verifiable and reasonable explanation, lead to serious disciplinary action on the first offense unless an **employee** can show justifiable excuse to his/her employer.

Section 13.4 Clean Sweep: When an employee works sixty (60) working days (three (3) months) without receiving any attendance points, all points will be removed from their record.

NOTE (not in contract): The Company adds this language for clarification purposes so that the existing language is not contradictory.

Section 13.5 - Job Abandonment: An employee who is a No Call/No Show for three (3) consecutive scheduled working days will be considered to have abandoned and voluntarily quit his/her job and will be discharged unless the employee can show justifiable excuse to his/her employer.

ARTICLE 14
GENERAL CONDITIONS

Section 14.l – Payday: All paychecks will be distributed every other Friday and will cover all monies due through the Saturday of the preceding pay period.

Section 14.2 - Company Meetings: Safety meetings and other informational meetings may be required by the Company from time to time. Employees shall attend such meetings as required by the Company. Employees shall be compensated at their regular rate of pay for actual time spent at the meeting.

Section 14.3 - Physicals and Drug Screens: In the event the Company requires employees to take a physical examination or drug screen, the Company must pay the cost of the procedure, if mandated by the Company. No employee shall suffer loss of earnings from the Company as the result of time spent in such physical examinations or drug screens.

Section 14.4 - Citations: No driver shall be required to violate traffic laws. Drivers are required to pay for the cost of citations received.

Section 14.5 - Uniforms: The Company shall supply drivers with uniforms. The driver shall be responsible for uniform cleaning and care. Lost or missing uniforms shall be replaced at the expense of the driver. The Company will provide four (4) shirts and three (3) pants each year on the driver' s anniversary date. The Company will provide one (1) Company -required safety vest to each employee, to be replaced by normal wear and tear. If requested by the driver, the Company will furnish one (1) winter coat or one (I) windbreaker jacket to be replaced by normal wear and tear.

Section 14.6 - Dress Down Day with CCCTA Approval: Drivers must be in regulation uniforms as determined by the Company at all times while on duty, except on CCCTA approved, designated dress down days. Each Friday shall be dress down day. On dress down days, drivers must dress in a manner appropriate for dealing with the public and consistent with Company Policy, safety, good taste and a professional image. If an operator is determined to be dressed inappropriately, he/she will be subject to disciplinary action as follows:

- First occurrence, documented verbal counseling;
- Second occurrence, within 12 months of first occurrence, lose their dress down day privilege for 30 days;
- Third occurrence, within 6 months of second occurrence the employee will lose their dress down day privilege for a six (6) month period.

NOTE: Each occurrence shall be documented with copy to the drivers and a copy given to the Union.

Section 14.7 - Out of Uniform/Dress Down Day Compliance: If a driver is not in uniform, or if on a designated dress down day, the operators attire is out of compliance as indicated in section 14.6, and cannot be immediately remedied prior to the driver's pull-out time, he/she will be disciplined in accordance with section 9.3, and the Company may send the operator home without pay. The Union will be copied on all occurrences.

Section 14.8 - Personnel Files: The Company and the Union agree that personnel records are confidential and shall not be subject to public inspection, except as required by law or as authorized in writing by the employee. Every employee has the right to review his or her personnel file. An operator wishing to review his/her file shall submit a request in writing to Company management no less than two business days prior to the date in which the employee wishes to view his or her file. Upon receipt of the employee's timely request, the Company will schedule a time for the employee to review the file on the date requested, or as soon as possible thereafter. The employee may be accompanied by a Shop Steward if the employee chooses.

Effective the date of ratification of this agreement, an employee will receive a copy of all disciplinary warning notices that are placed in his or her personnel file, including documented verbal warnings or written counseling statements. An employee will be given the opportunity to review and sign the warning notice, except where the employee refuses to meet with the Company and/or sign the notice. This provision will be effective for notices moving forward from the date of this agreement, and does not require the Company to modify any documentation in the employee' s file prior to the date of ratification.

ARTICLE 15 SAFETY

Section 15.1 - Accident Prevention: The Union recognizes that accident prevention work is necessary for the operation of the Company's transportation system and that safety programs, safety meetings and general incident/accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage employees to cooperate with the Company in such safety work and will urge them to attend all safety meetings held and conducted by or for the

Company and to take an active part and interest in incident/accident prevention work.

The Company recognizes the importance of incident/accident prevention and agrees that it will cooperate with the Union in such safety work and take an active interest in incident/accident prevention work.

Section 15.2 - Safe and Hazard Free Routes: The Company and the Union agree to continue their efforts to prevent injury to operators and passengers and to maintain safe and hazard free routes.

Section 15.3 - Safety Rules: The Company and the Union will make every effort to comply with all safety rules promulgated by the State of California and the Federal government.

Section 15.4 - Safety Committee: The Company will establish a safety committee, which will include at least one person from each department, i.e. the maintenance department and a minimum of two operators. The members will serve a one (1) year term and be elected by their peers. The committee shall meet monthly and make such recommendations to the appropriate department as they deem required in the interest of maintaining safe working conditions for the employees. Monthly minutes will be posted and a copy given to the Union.

Section 15.5 - Optional Equipment: Back supporter belts shall be optional. Employees desiring the use of such safety equipment shall make their request to management.

Section 15.6 - Inspection and Preparation Time: Drivers after sign on with Dispatch will he allowed 15 minutes to prepare daily paper work [i.e. Daily Vehicle Inspection report, manifest, logbooks, back up sheet,] and inspect equipment prior to a pull out and after pull in an additional 15 minutes for post trip inspection and sign off at Dispatch. All required paperwork will be turned in at the dispatch window at the end of shift. All time complying with Company policy or rules will be recorded as time worked.

The driver will sign out their time Sheet at the dispatchers' desk noting the time indicated by the dispatchers' clock. When requested, employees will be given a copy of their time sheet and any dispute with the off time indicated will be explained to the dispatcher and subsequent disputes will be dealt with by the General Manger and the employee.

ARTICLE 16
ACCIDENT REPORTING

Section 16.1 - Paperwork: All drivers employees required to make an incident or accident report shall receive copies. Employees shall be paid thirty (30) minutes at their regular rate of pay or actual time spent completing the report, whichever is greater. Drivers will complete and turn in accident/incident report on the completion of their work day. Dispatcher will clock report for pay purposes.

Dispatchers, Schedulers and Reservationists shall comply with the Company's accident and/or incident reporting procedures required for these classifications. Each employee shall be provided with the required procedures, which may be modified from time to time. The Company will provide the Union with a copy of the required procedures distributed to employees.

Section 16.2 - Determination: Accidents will be evaluated by the Company's DDS Manager as to preventability or non-preventability as soon as possible after the accident occurs. Discipline, if warranted, will be initiated, in accordance with Article 9, after all reports, including law enforcement reports, are completed. The operator may appeal the decision regarding preventability within five (5) days of the initial determination regarding preventability to the Accident Review Committee, which will then meet within five (5) days to review the appeal. The committee will make a final determination on the preventability. Time extensions may be granted by mutual agreement. The Accident Review Committee shall consist of

two (2) appointees by the Local Union and two (2) appointees by the Company, and one independent third party to be mutually selected by the appointees.

ARTICLE 17
BIDDING

DRIVERS:

Section 17.1 - Bidding: All bid routes/runs, back-up positions and standby positions shall be bid by seniority. There shall be at least two bids per year, in January and July respectively. Additional bids may be necessary to meet operational requirements. If all routes/runs have not been so bid, they will be filled at the discretion of the Company. The Company will endeavor to provide bid drivers their scheduled bid hours.

If a bid route/run comes open during the aforementioned bid periods, such runs shall be posted for bid for a minimum of three (3) days and picked by seniority. This process shall apply to the open position and filled by drivers with lesser seniority if the initial open bid is filled by an existing driver. This partial re-bid will be completed within up to thirty days depending on the extent of the re-bid. If the open routes/runs are not bid on, they will be assigned by the Company.

Operators shall bid in person or by proxy. Operators who bid by proxy are required to complete the appropriate proxy form provided by the Company and return the form to management by noon on the day of the bid. Drivers may provide the form to his or her Union Representative to return on his or her behalf by noon on the day of the bid.

Drivers on worker's compensation, FMLA, or other approved leave of absence, are required to bid in person or by proxy on bid day. If an driver is on one of these types of leave and does not bid, he or she will choose from the available work upon his or her return. If a driver bids a route and takes such leave, the driver's assignment will be held down during the period of approved leave. If an Operator does not return to work following the expiration of the approved leave of absence, the Operator will lose his/he bid run and it will be reposted for bid.

If an operator is not present during the bid the union will attempt to reach operator. If an operator cannot be reached, is not present at the bid, or the operator's proxy options are exhausted, a union representative will bid for the operator unless the driver is on an approved leave of absence.

Section 17.2 - Overtime Opportunities: When overtime opportunities are available, the Company shall distribute such opportunities in order of seniority. Any run created on a temporary basis and not in the previous bid will be assigned by seniority first to full-time drivers who have indicated their availability by signing the current sign-up list and then part-time drivers who have signed up. No drivers shall be eligible for overtime if they have already worked sixty (60) or more hours in a given work week.

Section 17.3 - Notification: All drivers shall be notified of his/her start time no later than 5:30 p.m. on the day prior to all assignments, including extra board, unless unforeseen circumstances arise.

Section 17.4 - Emergency Operations: Paratransit buses/vans will be operated by paratransit bus/van bargaining unit drivers. Non-bargaining unit drivers may operate paratransit buses/vans only in case of emergency.

Section 17.5 - Back Up Drivers:

A. The Back-up driver position is a bid position in which the Back-up driver is utilized to fill work that opens with advanced notice (e.g. scheduled vacations). When the Company becomes aware there is

available work, the most senior available back-up driver shall be contacted after 3 PM and asked to fill the work, except when the work has been previously assigned to a driver subject to paragraph (B). On the day before the work is scheduled to be performed, the most senior back-up driver without an existing assignment may choose from all work resulting from call offs, with a cut off of 3 P.M. If multiple pieces of work are available, or if an additional piece of work opens thereafter, the Company will offer it to the next senior back-up driver on the list and so on. If a back-up-driver declines an assignment, he or she will be placed at the bottom of the back- up driver list and offered an assignment, if available, after work has been offered to the remaining back-up drivers.

If work becomes open on the day of operation, the Company will call any remaining back-up drivers in order of seniority without a previous assignment if given more than two (2) hours' notice prior to the start of work. If the back-up driver does not respond immediately, the Company will progress to the next senior back-up driver. If no back up drivers are available, the work will be assigned to standby drivers.

If no standby drivers are available, dispatch will attempt to contact drivers that have the day off in order of seniority. If the driver does not respond immediately the Company will progress to the next senior driver with the day off. If a sufficient number of drivers with the day off are not available to do the work, the open trips will be reassigned into drivers' existing routes. The Company will attempt to follow seniority when adding work to existing routes if it is practicable considering the area and logistics of the pickup time and location.

B. If a route is open for multiple days due to a vacation or leave of absence, for example, the Company may offer the assignment to the same back up driver during the operator's absence in the manner described in paragraph A.

C. Standby drivers are bid positions in which the driver does not have a permanent route and will be assigned work by the Company as it becomes available.

D. When filling work, the Company shall utilize the full-time seniority list before going to the part-time seniority list.

E. The parties recognize that the above language is subject to the overtime provisions in Section 17.2 - Overtime Opportunities and applicable federal and state hours of service regulations.

DISPATCHERS, RESERVATIONISTS, AND SCHEDULERS

Section 17.6 Bidding: Dispatchers, Reservationists, and Schedulers will bid in their classification by seniority. Employees must select a shift specified for their designated classification and subject to qualifications, if applicable. There shall be at least two bids per year, in January and July respectively. Additional bids may be necessary to meet operational requirements. The Company will provide employees their scheduled bid hours. However, if a reduction of hours is necessary after the shift bid, which does not result in a change of the employee's full-time or part-time designation, and such change is more than one (1) hour, the affected employee will be permitted to bump the least senior employee from their shift, provided that employee is in the same classification and status (i.e. Full and part time).

If all shifts haven't been filled at the end of each bid, they will be filled by a new hire or distributed at the discretion of the Company. The Company will specify, if applicable, the shifts that are full and part time during the bid. For the purpose of this agreement, a full- time employee shall be eligible for a shift of at least thirty (30) hours or more per week. The Company will comply with the meal and rest break requirements under California state law.

If a bid shift comes open during the aforementioned bid periods, such shift shall be posted for bid for a minimum of three (3) days and picked by seniority subject to job classification and qualifications. This process shall apply to the open shift and filled by employees by classification with lesser seniority if the

initial open shift is filled by an existing employee. This partial re-bid will be completed within up to thirty days depending on the extent of the re-bid. If the open positions are not bid on, they will be assigned by the Company by inverse seniority and qualifications.

Dispatchers, Reservationists, and Schedulers shall bid in person or by proxy. Those who bid by proxy are required to complete the appropriate proxy form provided by the Company and return the form to management by noon on the day of the bid. Employees may provide the form to his or her Union Representative to return on his or her behalf by noon on the day of the bid.

Dispatchers/Reservationists/Schedulers on worker's compensation, FMLA, or other approved leave of absence, are required to bid in person or by proxy on bid day. If an Office Staff employee is on one of these types of leave and does not bid, he or she will choose from the available work upon his or her return. If an employee does not return to work following the expiration of the approved leave of absence, the employee will lose his/her bid position and it will be reposted for bid.

Section 17.7 -Dispatcher, Scheduler, and Reservationist Overtime Opportunities: When overtime opportunities are available, the Company shall distribute such opportunities based on need and subject to job duties and qualifications. If two or more equally qualified employees are available for overtime at the time of need, such overtime will be offered by seniority, unless the more senior employee is already in an overtime position. Overtime must be approved by management prior to performing the work. No employee shall be eligible for overtime if they have already worked sixty (60) or more hour's in a given work week.

Section 17.8 - Emergency Work: Dispatchers, Reservationists and Schedulers will perform the bargaining unit work. It is understood that management, staff, and supervisors may perform duties that the bargaining unit also performs as a function of their management responsibilities. However, such duties are not to be performed with the intent to reduce hours for bargaining unit employees.

Article 18 - Wages:

1. The "Employees" affected by the modification in this Tentative Agreement include all employees in the driver classification as set forth in the Recognition clause in Article 1, Section 2, and excludes all other employee classifications.

2. The parties agree that current wage rates set forth in the "Current Wage Scale" within Article 18 - Wages in the CBA, which were effective May 6, 2018, will be increased to the wages noted in the "Upon Execution of MOU" column on the "Revised Wage Scale" below. The revised wage rates will go into effect on the first full pay period following execution of the MOU. The date of execution shall mean the date in which the latter of the two parties have signed the agreement, if such date is different. No employee is eligible for retroactive pay under the terms of this MOU.

3. Further, the wage rates in the Current Wage Scale for next contract year, which are scheduled to go into effect on May 6, 2019 in the current CBA, will be replaced with the rates set forth in the "Revised Wage Scale" in the second table below. This wage increase will go into effect on the first full pay period following June 15, 2019.

4. In accordance with provisions (1) and (2) above, the Current Wage Scale will be modified to reflect the Revised Wage Scale as shown below:

REVISED WAGE SCALE (Effective Upon Execution of this MOU):

	Date of Ratification	5/6/2017	5/6/2018	Upon MOU Execution**	6/15/19
Start	15.27	15.73	16.21	18.00	19.00
After 1 year	15.63	16.09	16.58	18.25	21.00
After 2 years	16.35	16.84	17.34	18.75	21.50
After 3 years	16.71	17.21	17.72	19.00	22.00
After 4 years	17.39	17.91	18.45	19.25	22.50
After 5 years	19.54	20.13	20.73	21.00	24.00

In addition to the increases above, drivers in the "After 5 years" tier as of May 6, 2019, will receive a wage increase to $21.35 (from $21.00) effective the first full pay period following May 6, 2019. Drivers in this category will then receive the increase noted in the 6/15/19 column above to $24.00 effective the first full pay period following 6/15/19.

Trainee Wage rate:
Trainee: Driver trainees will be paid *a minimum of $15.00 per hour. Likewise,* employees being re-trained will be paid *the same wage rate as the current trainee wage rate.*

Driver Trainers: Employees who, when requested by the Company, serve as a Driver Trainer shall receive one dollar twenty-five cents ($1.25) per hour in addition to their regular service rate during such time when the employee is training a new driver. The selection of a trainer shall rest solely with the Company, who shall have the sole right to determine the qualifications of trainers and to assign work to these employees and to require the trainer to complete all evaluations and paperwork and other duties assigned by the Company.

Cadet Trainers: Employees who, when requested by the Company, serve as a Cadet trainer shall receive one dollar ($1.00) per hour in addition to their regular service rate during such time when the employee is training a new driver. The selection of a trainer shall rest solely with the Company, who shall have the sole right to determine the qualifications of trainers and to assign work to these employees and to require the trainer to complete all evaluations and paperwork and other duties assigned by the Company.

Section 18.1 Wages: Employees covered by this Agreement shall receive the following wage rates:

Effective July 1, 2019, Dispatchers, Scheduler and Reservationists will receive the following wage increases based on their classification and years of service. The Employee will be placed into the scale based on his or her years of service on the effective date of the wage increase:

DISPATCHERS AND SCHEDULERS	7/1/2019
Start	$18.00
After 1 year	$20.00
After 2 years	$20.50
After 3 years	$21.00
After 4 years	$21.50
After 5 years	$23.00

RESERVATIONISTS	7/1/2019
Start	$15.00
After 1 year	$15.50
After 2 years	$16.00
After 3 years	$16.50
After 4 years	$17.00
After 5 years	$19.00

Lead Dispatcher: The Employee designated as the Lead Dispatcher will receive the After 5-year (top) Dispatcher rate, regardless of the employee' s years of service with the Company.

Annual Increases will take affect beginning the first pay period following the above indicated dates for each year respectively.

Trainee: Driver trainees will be paid the state minimum wage. Employees being re-trained will be paid the state minimum wage.

Dispatchers, Schedulers and Reservationist Trainers: Management shall continue to administer training to new employees as needed. Employees who, when requested by the Company, serve as a Dispatcher, Scheduler, or Reservationist Trainer shall receive one dollar twenty-five cents ($1.25) per hour in addition to their regular rate during such time when the employee is training a new employee. The selection of a trainer shall rest solely with the Company, who shall have the sole right to determine the qualifications of trainers and to assign work to these employees and to require the trainer to complete all evaluations and paperwork and other duties assigned by the Company.

ARTICLE 19
HEALTH INSURANCE

Section 19.1 – Eligibility for Benefits: Full time employees will be eligible to elect medical, dental and vision insurance which will be effective the first day of the month following sixty (60) days of continuous full-time employment with the Company.

Section 19.2 – Medical Insurance: Effective July 1, 2019,
The parties agree that at any time during the term of this Agreement the Company maintains the right to modify, amend, add to, reduce, and make any other changes to the health insurance coverage provided to Employees, provided that such changes are determined by the Company to either: (1) enable Employer to provide quality affordable health insurance coverage to Employees on a more cost effective basis to both the Company and Employees ; (2) be required in order to ensure compliance with U. S. Patient Protection and Affordable Care Act (PPACA) or other applicable legislation and/or (3) will enable the employer to avoid payment of the excise tax.

The Company and Union shall meet no later than July 31st of each year to discuss any material changes contemplated or proposed to the Healthcare plan(s).

During the life of the agreement, at a minimum, such changes shall be reasonably comparable to, but not necessarily identical to the existing plan(s), or as otherwise agreed.

The Company will offer medical coverage, including a high deductible/affordable health plan at coverage levels and through carriers it provides to all other employees at the location. The plan designs and costs will meet and/or exceed the requirements of the PPACA. The employee cost of those benefits will be payroll deducted on a pre-tax basis and reviewed annually.

The Company's monthly contribution to the medical plan currently provided for eligible participating employees will be:

Employee Only (Single) Coverage: The Company will contribute seventy-five percent (75%) of the total cost of employee only medical plan coverage. The Employee will be responsible for twenty-five percent (25%) of the total cost of the employee only medical coverage. The 75/25 split contribution percentage will remain in effect for the remaining duration of the contract.

Employee Plus Spouse, Child(ren) and Family Coverage: The Company will contribute thirty percent (30%) of the total cost of the medical plan coverage all enrollment tiers other than employee only coverage, including Employee plus spouse, child(ren) and family coverage. The Employee will be responsible for seventy percent (70%) of the total cost such coverage. The 30/70 split contribution percentage will remain in effect for the remaining duration of the contract.

Section 19.3 – Dental Insurance: All employees and their families will be eligible to elect dental insurance which will be effective the first day of the month following sixty (60) days as a full-time employee. The employee shall pay 1 00% of the premium for dental insurance.

Section 19.4 – Vision Insurance: All employees and their families will be eligible to elect vision insurance which will be effective the first day of the month following sixty (60) days as a full-time employee. The employee shall pay 100% of the premium for vision insurance.

ARTICLE 20
VACATION

Section 20.1 - Accrual Rate: An monthly accrual for completing a minimum of 120 hours of regularly schedule work (including vacation, sick pay, holiday pay and bereavement pay) excluding overtime shall be as follows:

Less than (2) two years of service:. 42 = 5 days
More than (2) two year of service:. 83 = 10 days
More than (6) six years of service: 1.25 = 15 days
More than (14) fourteen years of service: 1.67 = 20 days

a. Full-time employees with one (1) year of continuous service shall receive five(5) days of paid vacation.
b. Full-time employees with more than two (2) years of continuous service shall receive ten (10) days of paid vacation.
c. Full-time employees with more than six (6) years of continuous service shall receive (15) days of paid vacation.
d. Full-time employee with more than fourteen (14) years of continuous service shall receive twenty (20) days of paid vacation.
e.

Section 20.2-Vacation Pay: Vacation pay shall be based upon the employee's regular work schedule at the time the vacation is taken. Any and all vacation pay will be processed within the regular bi-weekly payroll system. There will be no prepaying of vacation pay. If a holiday occurs during an employee's vacation, the employee shall be paid for the holiday in addition to their vacation pay.

Section 20.3- Vacation Bid/Sign-up and Usage:

- Bid/Sign-up for vacation will be on a seniority basis
- A maximum of two (2) qualified employees shall be permitted to be on vacation during the same week except:
  a. Only one (1) qualified employee allowed during the Thanksgiving Holiday Period (November 15th - 30th)
  b. Only one (1) qualified employee allowed during the Christmas and New Year's Holiday Period (December 15th - January 5th)
- Note: The General Manger may allow more off than listed above if operational needs are met.

- Vacation days shall not be accrued by employees off on Workers Compensation, State Disability or any other Leave of Absence.
- Employees who resign or are terminated shall receive, in full, the accrued days in their vacation bank no to and including their last day worked.
- The Company shall provide sufficient blocks of time so that all employees may utilize their accrued vacation.
- Bid date will be mutually agreed upon by the Company and the Union.

Maximum Vacation Accrual: Unused vacation cannot exceed an employee's annual accrued vacation plus one (1) year's entitlement at any time. Vacation entitlement will cease to accrue whenever, and as long as, the amount of vacation earned but not taken equals or exceeds two times the maximum amount for which the employee is annually eligible. The accrual of vacation will not resume until such time as the vacation earned but not taken is less than two (2) times the annual entitlement.

Example: If an employee's annual entitlement is five (5) days the maximum amount they can accrue is ten (1 0) days. Once the employee reaches ten (10) days, they will cease accruing until he/she takes vacation time and drops below the ten (10) day maximum.

ARTICLE 21
HOLIDAY PAY

Section 21.1- Paid Holidays: Full-time employees that have successfully completed probation will be eligible for six (6) holidays per year. Those include:

1st	New Year's Day
2nd	Memorial Day
3rd	Independence Day
4th	Labor Day
5th	Thanksgiving Day
6th	Christmas Day

Section 21.2- Eligibility: In order to be eligible for holiday pay an employee must work his/her scheduled day before and scheduled day after the holiday, and must also work on the holiday, if so scheduled unless granted the day off by the Company.

Section 21.3- Pay: Holiday pay shall be calculated at the employee's regular service rate and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, then the holiday pay will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of eight (8) hours. If an employee is required to work on a paid holiday, the employee will be paid his/her regular scheduled pay plus the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

Section 21.4 - Personal Holidays: In addition to the above designated holidays, after twelve months of continuous service with the Company, an employee will become eligible for (2) two personal holidays for use during the remaining contract anniversary year only. These personal holidays must be scheduled by mutual agreement between the Company and the employee, however the Company, when notified in advance of an employee wanting to use a personal holiday, will provide notification within two (2) days of receipt of the employee's request. The employee must give at least one (1) week notice to the Company of the day the employee intends to celebrate as a personal holiday; however, personal holidays may be used for sick days wherein all Company reporting requirements must be properly utilized and all the employee's sick leave has been exhausted. If more than one employee desires to take the same day as a personal holiday, seniority will prevail.

ARTICLE 22
BEREAVEMENT LEAVE

Section 22.1- Bereavement Pay: In the case of death of any employee's immediate family member, defined as the employee's spouse, mother, father, sister, brother, child, grandparent, mother-in-law or father-in-law, the Company shall grant the employee three (3) days off with pay. With documented proof, the Company shall grant the employee five (5) days off with pay if the funeral is held outside the State of California.

ARTICLE 23
OTHER BENEFITS

Section 23.1-Life and AD&D **Insurance:** Full-time employees shall receive ten thousand dollars ($10, 000) in life and AD&D insurance fully paid by the Company. The employee through voluntary plans may purchase additional life and AD&D.

Section 23.2 – 401k Savings Plan: Effective July 1, 2019 all part-time and full-time employees shall be eligible for the Transdev-sponsored 401(k) Plan after completing one year of employment. There will be a special, immediate entry for all employees hired on before 7/01/2019. There is a Company matching contribution of fifty percent (50%) for every dollar deferred, up to a deferral maximum of six percent (6%), three percent (3%) maximum Company matching contribution. There is a three (3) year vesting schedule on all Company contributions, with a year of vesting earned in each calendar year an employee works at least 1,000 hours for Transdev. The Plan shall be administered in accordance with Plan provisions.

Section 23.3-Jury Duty: After completion of the employee's probationary period, an employee shall be eligible to receive compensation for jury duty if the employee is summoned to serve by a court of jurisdiction. Employees will be compensated by the Company at their current rate of pay for the regularly scheduled hours the employee typically works on the day of the week in which jury duty is served, up to a maximum of three (3) paid days per calendar year. In order to the eligible for jury duty pay, the employee must report to work for the remaining portion of their shift immediately after jury duty service is completed, and must report for any additional work scheduled by the Company during the week of jury service. In order to receive compensation, the employee must submit a copy of the summons and other signed documentation of attendance by the court. Employees will be allowed to retain any jury duty foes received from the court.

ARTICLE 24
UNION SECURITY

Section 24.1: As a condition of employment for all employees covered by this Agreement:

b. Current employees assigned to a classification and who are employed by the Company on the effective date of this Agreement, shall, as a condition of employment, become and remain a member in good standing of the Union, Amalgamated Transit Union Local 1605, not later than the thirtieth (30th) day following the effective date of this Agreement or following his/her date of hire, whichever is later.

c. Prospective employees assigned to a classification and who are employed by the Company after the effective date of this Agreement, shall, as a condition of employment, become and remain a member in good standing of the Union, not later than the thirtieth (30th) day following his/her date of hire.

d. An employee who is initially employed or re-employed after the time this Agreement becomes effective shall, not later than 30 days after commencement of employment, if still employed, tender to the Union (1) an amount of money equal to the initial fee uniformly charged by the Union to all employees who become members of the Union, unless the employee has, at any previous time, tendered such an amount to the Union (2) the prorated share of an amount equal to the monthly dues uniformly charged by the Union to all employees who are members of the Union. Thereafter, such an employee shall, not later than the fifteenth (15) calendar of each month of employment, tender to the Union an amount of money equal to the monthly dues uniformly charged to all employees who are members of the Union.

Section 24.2 - Check Off: Upon receipt by the Company of a check off authorization form, dated and executed by an employee, the Company shall deduct, from the wages owed the employee for the first full payroll period ending in each calendar month following receipt of such check off authorization, the Union's membership dues for the month in which such deduction is made. The Company shall deduct from an employee's wages only that amount of money which the Financial Secretary/Treasurer of the Union has certified to the Company, in writing, is the amount of dues properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, and required of all employees as a condition of acquiring or retaining membership in the Union.

Section 24.3 - Deduction Variance: If, for any payroll period in which the Company is obligated to make deductions pursuant to Section 23.2 the wages owed an employee (after deductions mandated by any governmental body or to reimburse the Company for advances against wages) are less than the amount which the employee has authorized the Company to deduct pursuant to Section 23.2, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period.

Section 24.4 - Notification: The Company shall notify the Union monthly, in writing, of all new hires and/or terminations of bargaining unit employees.

Section 24.5 - Indemnification of Company : The Union shall defend, indemnify, and will hold the Company harmless against any and all claims, demands, suits, grievances, or other liability (including attorney's fees incurred by the Company) that are of or by reason of actions taken by the Company pursuant to this Article.

ARTICLE 25
LABOR MANAGEMENT COMMITTEE

The parties hereby agree to establish within three (3) months of the effective date of this Agreement a Committee to deal with issues that may arise with respect to the application or interpretation of this Agreement as affects the efficient operation of the Company's business, but not to replace the provisions of the grievance procedure. Meetings will be scheduled as the need may arise with proper advance notification provided to and by both parties. The intent of this Committee is to promote and sustain the harmonious relations between the parties. The Company and the Union will select their respective representatives, recognizing the Committee is to be limited to no more than three (3) persons for each party and shall include employees of the Company. It is further understood and agreed that the Committee shall have no power or authority to alter, amend, change or modify any provisions of this Agreement. This Committee will exist for a period of up to one (1) year, at which time the parties will evaluate whether to continue the Committee as constituted.

ARTICLE 26
SICK LEAVE

The Company's current practice of managing sick time for dispatchers, reservationists and schedulers shall continue under this language, however, the accrual period will be modified to match the drivers' accrual year. The language will be modified as follows:

Full-time employee who have completed their probationary period will be eligible to receive five (5) days off for sick leave provided acceptable documentation of illness is provided, if requested. Unused sick leave may be carried over up to a maximum of five (5) days.

Part-time employees who have completed their probationary period and have a set part-time schedule (excluding casual employees) will be eligible to receive three (3) days off for sick leave, provided acceptable documentation of illness is provided, if requested. Unused sick leave may be carried over up to a maximum of three (3) days.

Employees who use paid earned sick leave during the year earned or carried over into the next year shall not receive a charged infraction under the location attendance control program for represented employees.

ARTICLE-27
AMENDMENT AND WAIVER

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

ARTICLE: 28
SOLE AGREEMENT

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

ARTICLE 29
DURATION

Section 29.1 - Duration: The Agreement will be in full force and effect from the date of ratification through and including *June 14, 2020* and from year to year thereafter. Should either party want to terminate or modify any provisions of this Agreement, notice will be given by either party and received by the other by registered mail, return receipt requested, no later than sixty (60) days prior to the expiration date. Negotiations on amendments and modifications to the Agreement shall begin no later than thirty (30) days prior to the *June 14, 2020* or any subsequent June 14th and continue until agreement is reached. During these negotiations the Agreement will remain in full force and effect. The parties further agree that upon mutual consent the commencement of the negotiations may be delayed.

Section 29.2 -Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date and that all the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date to allow for a settlement to be reached.

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

FOR THE COMPANY,
TRANSDEV

Kevin J. Healy

Kevin Healy
Sr. Director of Labor Relations

6-28-19

FOR THE UNION,
Amalgamated Transit Union, Local 1605

Robert Jackson 6-28-19

Robert Jackson
President and Business Agent