

FIRST TRANSIT, INC.  
(PVTA)

And

ATU LOCAL 1756

Collective Bargaining Agreement

January 1, 2020 – December 31, 2022

## Table of Contents

Preamble.....	4
Article 1. Union Recognition.....	4
Article 2. Jurisdiction.....	4
Article 3. Union Security.....	4
Membership:.....	4
Check-Off:.....	5
Article 4. Union Business.....	5
Article 5. Authorized Representatives.....	5
Article 6. Turnover Lists.....	5
Article 7. Personnel Records.....	5
Article 8. Seniority List.....	6
Article 9. Bulletin Boards.....	6
Article 10. No Discrimination.....	6
Article 11. Definition of Employees (Probationary).....	6
Article 12. Separability.....	6
Article 13. Shop Steward.....	7
Recognition of Shop Stewards:.....	7
Compensation of Shop Steward While Engaged in Union Activity:.....	7
ATU Business Leave:.....	7
Article 14. No Strikes or Lockouts.....	7
Discipline for Violation of Section:.....	7
Article 15. Concerted Activities.....	7
Article 16. Safety.....	7
Accident Prevention:.....	7
Safe and Hazard Free Routes:.....	8
Safety Rules:.....	8
Safety Solution Team (SST):.....	8
Supervision:.....	8
Article 17. Drug and Alcohol Testing.....	8
Article 18. Seniority.....	9
Article 19. Lay-off and Recall.....	9
Determination of Lay-off:.....	9
Lay Off:.....	9
Order of Recall:.....	9
Notice of Recall:.....	9
Article 20. Termination of Seniority.....	9
Article 21. Transfers and Return of Personnel to the Bargaining Unit.....	10
Return:.....	10
Transfers:.....	10
Article 22. Grievance and Arbitration Procedure.....	10
Step One:.....	10
Step Two:.....	10
Extension of Time:.....	11
Article 23. Workweek.....	11
Article 24. Work Qualifications.....	11
Article 25. Leaves of Absence.....	12
Personal Leave:.....	12
Medical Leave:.....	12

Family and Medical Leave Act:.....	12
Military Leave:.....	12
Article 26. General Conditions.....	12
Payday:.....	12
Physicals and Drug Screens:.....	12
Personnel Files:.....	13
Overtime Opportunities:.....	13
Notification:.....	13
Emergency Operations:.....	13
Article 27. Assignability.....	13
Article 28. Management Rights.....	14
Article 29. Attendance Policy.....	14
Exceptions for the above:.....	14
Article 30. Discipline and Discharge.....	15
Article 31. Meals and Rest Periods.....	15
Article 32. Vacation.....	16
Article 33. Bidding.....	17
Maintenance:.....	17
Article 34. Holidays.....	17
Article 35. Uniforms.....	18
Uniforms:.....	18
Misc.:.....	18
Article 36. Client Removal.....	18
Article 37. Split Shifts.....	18
Article 38. Sick Leave.....	18
Substitute for Authorized absences:.....	19
Article 39. Wages.....	19
ASE Certification:.....	20
Training Pay:.....	20
Article 40. ATU 401k.....	20
Article 41. Health and Welfare.....	20
Kaiser Southern California plan:.....	20
Article 42. Duration.....	21

## **Preamble**

This is a Collective Bargaining Agreement by and between First Transit Inc., hereafter referred to as the “Company” and Local 1756 of the Amalgamated Transit Union, AFL-CIO hereafter referred to as the “Union”.

The following terms shall apply in interpreting this collective Bargaining Agreement:

He/she- all references to male gender shall apply to the female gender and vice versa.

Year- all references to year shall mean calendar year unless specified otherwise.

Day- all references to day shall mean calendar day unless specified otherwise.

Notices:

Notices required by law or by this Agreement shall be deemed given/sent when posted per Company practices or deposited in the U.S. Mail and addressed to the last known address of record or when personally delivered.

Automatic Extension of Time:

If the last day, for doing an act required by law or this Agreement falls on Saturday, Sunday, or a Holiday observed by the parties, time for doing the act shall be automatically extended to and include the next business day. Business days shall be Monday through Friday.

## **Article 1. Union Recognition**

The Company recognizes as the exclusive collective-bargaining unit as defined below and as referenced in the certification of the National Labor Relations Board dated September 12, 2017.

The bargaining unit includes all full-time, part-time drivers, dispatchers, mechanics, and utility workers employed by the Company at its facility located at 1027 Brooks St., Ontario, CA 91762. The Company will provide the Union with Job descriptions for bargaining unit employees.

The bargaining unit does not include all other employees, road supervisors, dedicated trainers, office/administrative employees, managerial employees, guards and supervisors as defined by the Act, as amended.

## **Article 2. Jurisdiction**

All ongoing maintenance work, cleaning of facilities and equipment customarily performed by classifications in the bargaining unit shall be performed by ATU represented employees of the unit. In the event of a vacancy in the maintenance department, bargaining unit employees outside of the classification, who management determines in its sole discretion are qualified for the vacancy, will be offered all work in seniority order.

## **Article 3. Union Security**

### **Membership:**

As a condition of employment, all employees covered by this Agreement must become members of the Union or fee paying non-members no later than the 31st day after their employment and must maintain membership or status in good standing in the Union. The Company, when hiring new employees, shall

require such employees to complete and sign a Union membership application or fee payer application shall be mailed to the Union within a week.

If an employee fails to apply for membership or fails to maintain their membership in good standing or fails to pay fees, the Union may give the designated Company representative written notice of this fact. The thirty (30) day remedial period after the notification by the Union that an employee has not complied with this provision is to bring the employee into compliance and after the thirty (30) day remedial period the Company shall terminate the employment of the employee if they have not complied with this provision. This includes any employee seeking objector status and only paying fees.

**Check-Off:**

The Company will make deductions according to the terms and conditions of the authorization to deduct service fees or membership fees, dues, and assessments as may be levied by the Union.

The Company will remit these deductions to the Union no later than fourteen (14) calendar days from the date of the deduction. The Union will hold the Company harmless from any claims by employees regarding such deductions.

**Article 4. Union Business**

The Union President or other non-employee authorized representative shall be permitted by the Company to transact Union business related to the bargaining unit contract on the Company premises but the transaction of the Union business shall not delay or interfere with the scheduled work assignments of any employee. The Company will consider Union representatives' Union work time to count as time worked for the purpose of calculating overtime only when the Union representatives participate in CBA negotiations during a week in which there is a special event scheduled for the upcoming weekend. Union business will be grievance resolution, investigation, and meetings with the Company, attending hearings and enforcing the terms and conditions of employment covered by Article 2 of this Collective Bargaining Agreement. Such authorized representative shall be permitted to have access to all maintenance facilities of the Company where members of the Union are employed, upon advance notification to the General Manager or their designee, sign in on the visitor's log, and must follow all Company safety policies and procedures.

**Article 5. Authorized Representatives**

The Union shall provide the Company with a list of the Union's officers and authorized representatives. Any changes to these shall be made within ten (10) calendar days after such changes occur.

**Article 6. Turnover Lists**

Each month period the Company shall forward to the Union the names of all persons employed in positions covered by this Agreement who enter or leave Company employment.

**Article 7. Personnel Records**

The President or authorized representative will be allowed to examine personnel records that deal directly with the employee's work record. All requests to examine these records shall be made to the General Manager in writing, detailing the specific records requested. These records will routinely include disciplinary notices, pay records, performance evaluations, and attendance record.

The Union must have written authorization by the employee prior to reviewing any portion of an employee's personnel file that relates to confidential information that is HIPAA protected.

Any authorized Union representative not respecting the confidentiality of these records or misusing; these records may be denied future access.

#### **Article 8. Seniority List**

The Company shall provide the Union with seniority lists, classification and date of hire, for all represented bargaining unit employees when changes occur.

Any problems or claims in regards to these seniority issues shall be resolved in the thirty (30) day period following receipt of the seniority lists.

#### **Article 9. Bulletin Boards**

The Company shall furnish a space for a glass encased bulletin board (provided by the union) for the exclusive use of the Union at the Company's facilities. The Union may post notices of union business which applies to any and all bargaining unit members and its International Union. Union notices shall not contain offensive or derogatory material of any nature.

#### **Article 10. No Discrimination**

The Company and the Union agree that there shall be no discrimination because of race, religion, creed, color, age, sex, sexual orientation, Union activity or affiliation, not-participation in the Union, national origin, or disability for which with or without a reasonable accommodation the employee can perform the essential of the job.

In addition, the parties 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 they limit, segregate, or classify employees so as to unlawfully deprive them of employment opportunities.

#### **Article 11. Definition of Employees (Probationary)**

An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be in "probationary" status until he/she has completed ninety (90) working days. The discharge or discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

#### **Article 12. 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.

### **Article 13. Shop Steward**

#### **Recognition of Shop Stewards:**

From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize 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.

#### **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.

Shop Stewards will be compensated by the Company when called upon by the Company to conduct Union business during his/her scheduled work hours.

#### **ATU Business Leave:**

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

### **Article 14. 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, (b) there will be no lockouts by the Company. The ATU will honor all strikes and picket lines sanctioned by the AFL-CIO San Bernardino/Riverside: Labor Council.

#### **Discipline for Violation of Section:**

The failure or refusal on the part of any employee to comply with provisions 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 15. 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.

### **Article 16. Safety**

#### **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 mandatory safety meetings held and conducted by or for the Company and to take an active part and interest in incident/accident prevention work. Employees shall be paid a minimum of one hour, or actual time spent at safety meetings should the safety meeting exceed one hour. The Company will comply with California law related to show up time. Employees shall not be required to attend mandatory safety meetings on their days off, but shall be required to make up any mandatory safety meetings.

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.

**Safe and Hazard Free Routes:**

The Company and the Union agree to continue their efforts to prevent injury to employees and passengers and to maintain safe and hazard free routes.

**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.

**Safety Solution Team (SST):**

The Company's Safety Solution Team (SST), which will include at least one person from each department, i.e. the maintenance department and a minimum of two Union members, one operator and one dispatcher. 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.

**Supervision:**

The Company will provide employees with phone numbers of management personnel who can be contacted when no manager is present at the facility. Employees who call off work during off hours shall leave a voice mail on a designated phone number. Dispatchers will have access to check the voice mail when they arrive at work so that they know who will be absent.

**Article 17. Drug and Alcohol 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 First Transit National Employee Handbook. The Company policy is zero tolerance. A positive test 'as defined by the FTA regulation at 49 CFR part 655 and 49 CFR part 40, will result in termination.

Employees will be paid for time to take a reasonable suspicion, random or post- accident drug and alcohol test.

An Employee who is 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.

**Article 18. Seniority**



Seniority for all employees hired prior to ratification of this agreement shall be that as defined in the agreed-upon seniority list, attached as Appendix "A". Seniority for all other employees shall begin with date of hire at this location. Seniority shall be used for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding, runs, assignments or time off as provided for in this Agreement. 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.

All employees will be placed on Full-time Driver, Part-time Driver, Dispatcher, Utility Worker and Mechanic classifications lists by their date of classification order. Date of class may coincide with date of hire.

### **Article 19. Lay-off and Recall**

#### **Determination of Lay-off:**

The Company will determine the timing of a layoff and the number of employees to be laid off.

#### **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.

#### **Order of Recall:**

The employee with the most seniority will be the first one recalled from lay off.

#### **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.

### **Article 20. 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 for just cause 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 of eighteen months, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

### **Article 21. Transfers and Return of Personnel to the Bargaining Unit**

**Return:**

After transfer or promotion out of the bargaining unit for a period of six (6) months or less, an employee may return to the employee's previous bargaining unit job classification only one time without loss of seniority. 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.

**Transfers:**

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.

**Article 22. Grievance and Arbitration 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.

**Step One:**

The employee and/or Union must present the issue to the General Manager in writing via hand delivery or email 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. Such written 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.

Within five (5) working days after the written statement has been filed, the aggrieved employee shall be accorded a hearing by the General Manager or his designee. Should the aggrieved employee desire the assistance of the Shop Steward, his request shall be granted. The General 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 five (5) working days following Step One, the employee may request in writing a hearing with the Regional Director of Operations or his/her designee. The request must be in writing and sent to the Company via certified mail (return receipt requested), hand delivery, or email. This hearing shall be held within a period of five working days from receipt of the request. The Area Vice President, or his designee shall render a written decision within 10 working days from the conclusion of the hearing.

If the grievance is not resolved in the written response provided for in Step Two, and if the Union or the Company has processed the grievance in strict adherence with the express time limits set forth in this Article, the Union or the Company may file for arbitration. The request for arbitration must be in writing and sent to the Union or the Company via certified mail (return receipt requested), hand delivery, or

email. Such filing must take place within thirty (30) calendar days from receipt of the final decision from the Company.

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.

The arbitrator shall have no authority to:

1. Add to, delete from, amend or in any way disregard any terms of this Agreement.
2. Consider any issue other than a factual question as to whether or not a specific, 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. Fashion a remedy in any grievance that is inconsistent with any of the terms or conditions of one of the Company's revenue contracts.

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

If the parties' advocates submit their final arguments in post-hearing briefs, such briefs shall be filed with the arbitrator within 30 days after the date of the hearing, unless the parties agree to an extension of time. The arbitrator shall render the award within 30 days after the submission of final arguments unless the parties agree to an extension of time.

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

#### **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 23. 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.

#### **Article 24. Work Qualifications**

In order to qualify for a category of work under this Agreement, an employee must 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.

Training opportunities applicable to any bargaining unit employees will be posted.

### **Article 25. Leaves of Absence**

#### **Personal Leave:**

Leaves of absence of up to thirty (30) unpaid 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. The request must be made with at least 5 days' prior notice of the requested leave. The Company shall respond to the employee 48 hours after the request for leave is made.

Approval of such requests shall not be unreasonably denied.

#### **Medical Leave:**

A non-probationary employee who, because of sickness or accident off duty, will be off work for an extended period of time, may be granted a leave of absence of up to 60 days, which may be extended by the Company after FMLA has been exhausted.

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. Medical leave is unpaid, however, the employee will be entitled to use any accrued State sick leave available.

#### **Family and Medical Leave Act:**

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

#### **Military Leave:**

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

### **Article 26. General Conditions**

#### **Payday:**

All paychecks will be distributed every other Friday and will cover all monies due through the Saturday of the preceding pay period. A pay shortage of \$50 or more due to Company error will be corrected within twenty-four (24) hours of the date the Company is notified.

#### **Physicals and Drug Screens:**

In the event the Company requires the employee to take a physical examination or drug screen, the Company must pay the cost of the procedure. No employee shall suffer loss of earnings from the Company as the result of time spent in such Company-mandated physical examinations (including DOT physical examinations and Company-directed fit-for-duty physical examinations) or drug screens (including random drug screens, reasonable suspicion drug screens, and post-accident drug screens). No employee shall suffer loss of earnings from the Company as the result of time spent submitting their DMV medical certification.

The Company shall make employees whole for up to four hours of work time that the employees miss in order to obtain or renew a GPPV certification.

**Personnel Files:**

Every employee has the right to review his or her personnel file. An employee 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.

Employees will receive copies of all disciplinary warning notices that are placed in his or her personnel file, including documented verbal warnings or written counseling statements. Employees 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.

**Overtime Opportunities:**

When overtime opportunities are available, the Company shall distribute such opportunities in order of seniority and availability.

**Notification:**

All employees shall be notified of his/her start time, which shall also be posted by 3:00 pm on the day prior to all assignments. The Company will contact any employee affected by new reservations (those which come in after posting) to inform the affected employee of the change.

**Emergency Operations:**

Paratransit assignments will be operated by paratransit bargaining unit employees. Non-bargaining unit employees may operate paratransit assignments only in case of emergency.

**Article 27. Assignability**

This Agreement shall be binding upon the successors and assignees of the parties and no provision, terms or obligations contained in the Agreement shall be modified, altered or changed in any respect as a result of the sale, merger, transfer or assignment of either party. Likewise, this Agreement shall not be changed, modified, or altered as a result of the change in ownership or management of either party unless mutually agreed to.

Successor shall mean a change in the ownership of the Company or reconstitution of the Local Union.

**Article 28. Management Rights**

Prior to the implementation of any new or revised rule, regulations or policy, the Company shall give a copy to the Union, at least twenty (20) days prior to the implementation, so that the Union has an opportunity to discuss with the Company any concerns or disagreements. Disagreements concerning the implementation or application of any Company rule, policy, or regulation that are not required by law are subject to the grievance process.

The Union recognizes the right and responsibility of the Company to manage its facility and to direct its working forces. Any of the rights, powers, prerogatives, and authority that the Company had prior to the signing of this Agreement are retained by the Company unless specifically abridged, delegated, granted, or modified by this Agreement.

Such rights and functions include, but are not limited to, (1) full and exclusive control of the management of the Company, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the rights to change or introduce new and improved operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish, and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; (5) the right to establish work and attendance rules, regulations, policies and procedures, the right to implement a National Employee Handbook not in conflict with this agreement, and the right to modify or change existing rules and regulations from time to time, and (6) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees, and otherwise to maintain an orderly, effective, and efficient operation.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the Company and the Union shall not be construed to mean that any rights are waived.

#### **Article 29. Attendance Policy**

The Attendance Policy will be administrated through a point system. The point values are as follows:

- |  |          |
|--|----------|
| 1. Failure to complete entire shift                                | 1 point  |
| 2. Arrive late and miss shift (6 minutes or more)                  | 1 point  |
| 3. Absence (call in at least 2 hours prior to beginning of shift)  | 2 points |
| 4. Absence (call in less than 2 hours prior to beginning of shift) | 3 points |

#### **Exceptions for the above:**

Use of available California sick leave.

Serious medical reason/illness or verifiable family emergency (written proof must be provided at the beginning of the next work day).

Verifiable extenuating circumstances with General Manager approval.

- |                                       |          |
|---------------------------------------|----------|
| 5. No Show – No Call – (NO EXCEPTION) | 4 points |
| 6. Removed from service by supervisor | 0 points |

One (1) credit will be received for each month worked without any missed time to a maximum of 3 credits every ninety (90) days.

All required paperwork used for exceptions must be submitted by the beginning of the next working day.

Accumulation of ten (10) points in a floating 90-days or twenty (20) points in a floating 12 months will result in automatic termination.

An absence due to illness relates to “one reason” only and applies to consecutive days.

### **Article 30. Discipline and Discharge**

No employee shall be disciplined, nor will adverse entries be made in his/her personnel record except for just and sufficient cause.

The Company agrees that it will notify the employee, in writing, within ten (10) days from the date of knowledge of the occurrence forming the basis for the contemplated discipline, of its intention to render discipline. No employee will be disciplined or discharged unless a copy of the precise and complete charge against the employee is furnished him/her within ten (10) days of the date of knowledge of the occurrence. A Copy of this notice will be sent to the Union.

All discipline over eighteen (18) months shall not be considered in future discipline. All discipline related to accidents shall follow the schedule contained in the National Employee Handbook.

The Company will adhere to the principle of progressive discipline.

### **Article 31. Meals and Rest Periods**

When a driver is in an area where there is no restroom or food available to them and they are scheduled to take a lunch or meal break, the Dispatchers will have the discretion to give the driver an additional 2-5 minutes to get the employee to a place that can accommodate them. Management has the authority to review the dispatcher’s extension of time for a lunch or meal break if this provision is being abused.

#### **A. Meal Periods**

- i. Every employee who is scheduled for or works a work period of more than six (6) hours shall be provided with a minimum of a thirty (30) minute meal period beginning before or at the commencement of the fifth (5th) hour of the work period. If the employee is scheduled for and works a work period in excess of twelve (12) hours, the employee shall be entitled to a second thirty (30) minute meal period beginning before or at the commencement of the tenth (10th) hour of the work period. The meal period(s) shall be unpaid unless it is a “on duty” meal period.
- ii. Employees in the bargaining unit shall have the option to waive any meal period to which any employee might otherwise be entitled when the employee works a shift of at least 5 hours but no more than 6 hours. Employees in the bargaining unit shall also have the option to waive any meal period to which any employee might otherwise be entitled when the employee works a shift of at least 10 hours but no more than 12 hours.

#### **B. Rest Periods**

Every employee shall be entitled to take a ten (10) minute net rest period during each four (4) hour block of working time or major fraction thereof during the course of the employee’s shift, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route but the employee is not required to operate or remain in the vehicle. Any employee who believes that he/she did not receive a proper rest period in accordance with this Agreement or law shall make such claim, in writing, to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was allegedly denied or shall be deemed to have waived any right to recover for any failure by the Company to provide the employee with a

rest period during such shift. If the Company fails to issue any employee said break, the Company will pay the affected employee the penalty in accordance with Wage Order 9.

**C. Arbitration**

Any and all disputes or claims alleging that one or more employees was not provided with one or more meal periods or rest periods in accordance with the requirements of this Agreement or law, whether brought individually or on behalf of one or more additional employees in any form of representative, private attorney general, mass, class or other collective action, may be subject to resolution or determination through the grievance and arbitration provisions of this Agreement, which arbitration shall be final and binding on all parties.

**Article 32. Vacation**

Full time employees covered by this agreement shall receive vacation with pay each year on their seniority date, as follows:

1 year of service	5 days
2 years of service	10 days
5 years of service	15 days
10 years of service	20 days

Vacations shall be selected by classification seniority among available weeks as determined by the Company.

In order to receive full vacation, an employee must have worked at least 80% of their scheduled work hours (1920 – based on 48 work weeks due to scheduling needs) during the year on which the vacation is based. If an employee works less than 80%, his/her vacation will be prorated to the nearest full workday.

Employees may use vacation in full weeks, or in single day increments. Single days should be requested as far in advance as reasonably possible, however no later than 72 hours prior to the day desired and shall be approved subject to the Company’s operational needs at the time and approved on a first come first serve basis based upon written date and time of the request. The Company shall respond to the employee 48 business hours after the request is made.

If a holiday occurs on an employee’s chosen vacation day, the holiday will be paid according the holiday provisions of the agreement and the vacation day will be taken at another time. The employee must designate which previously scheduled vacation day will be worked.

Employees will be allowed to work on days of scheduled vacation, if the employee chooses to do so and the Company authorizes it. The Company has sole discretion to authorize a volunteer to work during his/her scheduled vacation. The Company may not mandate that employees work during his/her scheduled vacation.

**Article 33. Bidding**

All Drivers and Dispatchers shall bid their runs/shifts, off days and vacation days in his/her classification by seniority. Runs/shifts will be posted for bid a minimum of two times per year and shall have a target start and end time for each run/shift. Two bids in a given year must be separated by more than 3 months.



Target times are subject to fluctuation according to service demands, but the start time on a given day shall not fluctuate more than 45 minutes before or 45 minutes after the target time for that day. Additionally, at least 70% of the runs that are posted for bid shall have start times that shall not fluctuate more than 30 minutes before or 30 minutes after the target time for that day.

The Company may use part-time operators to substitute for operators who are scheduled to be absent.

Dispatchers and maintenance employees receive time and one half pay after eight hours of work in a day.

All full-time runs/shifts posted for bid shall have an estimated minimum of at least thirty-seven (37) hours per week. Employees will be paid for their actual hours worked.

**Maintenance:**

Maintenance employees shall bid their shift, off days and vacation days by seniority if there are two or more employees in his/her classification.

**Article 34. Holidays**

New Year's Day  
Dr. Martin Luther King, Jr.  
President's Day (effective January 2021)  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

The Company may implement a reduced work schedule on all holidays and shall determine the number of employees that will work on the holiday. The Company shall post the holiday schedule for employees to bid. If no employees bid, then the Company shall force employees to work based on inverse seniority.

Part time employees will only receive holiday pay if they miss a scheduled workday because of that holiday.

Full time employees covered by this agreement shall be paid for the preceding holidays.

Employees who work on a paid holiday, shall be paid holiday pay in addition to his/her regular hours of work. A full-time employee not scheduled to work on the holiday, shall be paid holiday pay. To be entitled to holiday pay, an employee must work their last scheduled work day before the particular holiday and their first scheduled work day after the particular holiday.

Effective in 2021, employees who work on a modified holiday schedule day on Christmas Eve or on the day after Thanksgiving will be paid time and one half for all hours worked.

Holiday pay will be at a rate of 8-hours for full time and 4-hours for part time employees.

**Article 35. Uniforms**

**Uniforms:**

Operators will be provided with one (1) cap upon request, one (1) vest (to be replaced as needed), and five (5) shirts annually, on their anniversary hire date. After one year of service, new operators will be provided with one (1) water resistant wind breaker every other year on the anniversary of their Company hire date. All current operators with more than one year of service will be provided with one (1) water resistant wind breaker upon ratification and every other year thereafter on the anniversary of the contract ratification date. The operator shall be responsible for purchasing his or her own pants. The Company shall provide the operators with an allowance of \$50 on his or her Appendix A date for the purchase of his or her pants.

**Misc.:**

The Company will make available the tools necessary for work. If the employee uses a tablet, he or she shall be provided with a Company provided cable to charge the tablet. No employee shall be responsible for buying or supplying their own equipment. The charging cable and tablet shall be the property of the Company and shall be assigned to each driver at the start of their shift. The driver shall leave the charging cable plugged into the tablet and return it at the end of the shift. The driver will be responsible for any damage to the tablet and cable while it is in their possession, excluding normal wear and tear.

**Article 36. Client Removal**

If an employee is removed from service by written notice from the Client (PVRTA), (POMONA VALLEY TRANSPORTATION AUTHORITY) such removal from service shall not be considered a disciplinary action under this Agreement. Written notice of the removal from service shall be provided to the employee and the Union Representative within five (5) calendar days of such removal. An employee removed from service that is not discharged by the Company shall be separated from employment with a severance payment of \$1500 or offered an alternative open position with the Company for which they are qualified, if which available. Employees assigned to an open position at another location shall be paid in accordance with the wage scale at that location, but shall receive a lump sum payment of \$850.

**Article 37. Split Shifts**

The Company shall eliminate split shifts.

**Article 38. Sick Leave**

Employees shall be eligible for sick leave in accordance with the California State Law. All non-probationary employees covered by this agreement shall receive 3 days of paid sick leave each January 1<sup>st</sup>. Effective July 1, 2022, non-probationary employees shall receive a 4<sup>th</sup> day of yearly paid sick leave.

Employees hired after January 1st of any year will receive prorated paid sick leave after the completion of their 90-day probation period.

Sick leave shall not be considered extra time off which employees may use casually, but shall be used in actual cases of sickness, injury or disability of the employee, and KinCare.

Sick leave must be used during any sick absence, FMLA absence or medical leave of absence. Paid sick leave shall commence on the first day lost as the result of injury or illness. Employees may use 1/2 of their sick leave on an annual basis for KinCare needs.

Payment for sick leave will be at the normal straight time hourly rate for 8 hours for employees working 5/8 schedule. Sick leave may be taken in 2-hour increments.

The use of paid sick leave shall not result in the issuance of occurrence points.

**Substitute for Authorized absences:**

When necessary to avoid time off for medical reasons, employees will be allowed to trade shifts or days off. All trades are subject to prior approval.

Employees will be entitled to bid, by seniority, on an annual basis 2 of Personal Time Off with pay, subject to operational needs. This time may be moved later during the year when requested by the employee and authorized by the Company.

**Article 39. Wages**

<b>OPERATORS</b>			
	5/17/20	1/1/21	1/1/22
Revenue to 12 months	\$15.50	\$15.60	\$16.00
13 to 24 months	\$15.80	\$16.10	\$16.40
25 to 36 months	\$16.15	\$16.50	\$16.80
37+ months	\$16.85	\$17.15	\$17.55
*GPPV Certified operators shall receive a 1.25 per/hour in addition to the <u>above</u> hourly wage rate. Drivers who maintain and/or receive a GPPV certification will be paid at the higher rate, If a driver fails to maintain such certification, the drivers pay will be reduced to the lower rate which does not include the \$1.25 premium.			
<b>DISPATCH</b>			
	5/17/20	5/17/21	5/17/22
	\$.75 increase over current wage rate	\$.75 increase over 5/17/20 wage rate	\$.75 increase over 5/17/21 wage rate
<b>UTILITIES</b>			
	1/1/20	1/1/21	1/1/22
	\$14.50	\$15.00	\$15.40
<b>MECHANICS</b>			
	1/1/20	1/1/21	1/1/22
	\$ 27.00	\$ 29.00	\$ 30.00

The Dispatcher new hire wage rate shall be \$16.50 per hour in 2020, \$16.75 in 2021, and \$17.00 in 2022.

**ASE Certification:**

Wage scales do not include ASE certification wage increases. Such increases will be added to an employee's base wages. If the mechanics fail to maintain ASE certification his or her wages will be reduced to the wage scale above.

The Company will pay a premium of \$0.25 per hour in addition to the regular hourly wage to technicians for each Transit ASE (Automotive Service Excellence) certification in Transit Bus (H1 thru H8).

The Company will pay an additional premium \$0.25 per hour to technicians for a Transit ASE Master Certification.

Mechanics shall receive reimbursement for purchase of boots one time per calendar year up to \$125. The Company will pay up to \$150 for a Mechanic's prescription safety glasses when the Mechanic is hired and when the Mechanic's prescription safety glasses need to be replaced.

**Training Pay:**

Any employee training a cadet shall receive fifty cents (\$0.50) per hour in addition to his/her regular rate of pay for any time spent training a cadet.

Work Outside Classification: Drivers assigned to work in dispatch shall be paid either the same rate as the lowest earning dispatcher or the driver's regular driving rate, whichever is higher.

**Article 40. ATU 401k**

ATU 401k with Company matching contributions of 50% up to 6%.

**Article 41. Health and Welfare**

**Kaiser Southern California plan:**

**Effective January 1, 2020**

The Company will pay 90% of the premiums for the medical plan for employee only coverage. The employee shall be responsible for 10%.

The Company shall pay 80% of the premiums for the medical plan for employee plus one and family coverage. The employee shall be responsible for 20%.

The Company shall pay 90% of the cost for the dental plan for employee only coverage. The employee shall pay the remaining 10%.

The Company shall pay 80% of the cost for the dental plan for employee plus one and family coverage; for whichever plan the employee elects. The employee shall be responsible for the remaining 20%.

The Company shall pay 90% of the cost for the vision plan for employee only coverage. The employee shall pay the remaining 10%.

The Company shall pay 80% of the cost for the vision plan for employee plus one and family coverage; for whichever plan the employee elects. The employee shall be responsible for the remaining 20%.

**Article 42. Duration**

The Agreement will be in full force and effect from January 1, 2020 through and including December 31, 2022 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 expiration and

continue until agreement is reached. The parties further agree that upon mutual consent the commencement of the negotiations may be delayed.

IN WITNESS THEREOF, the parties have executed this agreement this \_\_\_\_ day of November 2020.

For the Union:

For the Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date