



# **Collective Bargaining Agreement**

**Between**

**First Transit Inc. (Transdev) – San Mateo, CA**

**And**

**Amalgamated Transit Union  
Local 1574**

**Para-Transit Employee Unit  
January 1, 2024 – December 31, 2026**



**American Federation of Labor and Congress of Industrial  
Organizations, and Canadian Labor Congress**



**Freedom Through Organization**

**Amalgamated Transit Union  
Local 1574**

**1153 Chess Drive Suite 203**

**Foster City, CA 94404**

**(650) 573-7933**

**[www.ATULocal1574.org](http://www.ATULocal1574.org)**

# **Labor Agreement**

## **Between**

**First Transit, Inc. (A subsidiary of  
Transdev Services, Inc.),  
San Mateo, California**

**and**

**Amalgamated Transit Union,  
Local 1574  
AFL-CIO CLC**

**Para-Transit Employees  
Bargaining Unit**

**January 1, 2024 - December 31, 2026**

## Table of Contents

Labor Agreement .....	1
ARTICLE 1. RECOGNITION.....	1
Section 1.1 Recognition of Union .....	1
Section 1.2 Definition of Employees.....	1
Section 1.3 Definition of Probationary Employee.....	1
Section 1.4 Job Classification .....	2
ARTICLE 2. SCOPE OF AGREEMENT.....	2
Section 2.1 Duration.....	2
Section 2.2 Separability .....	3
ARTICLE 3. SENIORITY .....	3
Section 3.1 Seniority Defined .....	3
Section 3.2 Layoff .....	4
Section 3.3 Recall.....	4
Section 3.4 Termination of Seniority .....	5
Section 3.5 Seniority List .....	5
Section 3.6 Return of Personnel to the Bargaining Unit .....	6
Section 3.7 Notification .....	6
ARTICLE 4. UNION REPRESENTATION .....	6
Section 4.1 Union Shop Stewards .....	6
Section 4.2 Distribution of Union Literature.....	7
Section 4.3 Union Business Leave .....	7
Section 4.4 Union Visitation .....	7
ARTICLE 5. CUSTOMER RIGHTS AND CONTINGENCIES.....	8
Section 5.1 Termination of Transportation Services Contract.....	8
Section 5.2 Revenue Contract to Prevail.....	8

Section 5.3 Assignability .....	9
ARTICLE 6. MANAGEMENT RIGHTS .....	9
Section 6.1 Retention of Managerial Prerogatives .....	9
Section 6.2 Contractual Duties.....	11
ARTICLE 7. NO DISCRIMINATION .....	11
Section 7.1 Equal Opportunity.....	11
Section 7.2 Affirmative Action and Job Accommodation .....	12
Section 7.3 Concerted Activity .....	12
Section 7.4 Gender Terms .....	13
ARTICLE 8. NO STRIKES OR LOCKOUTS.....	13
Section 8.1 No Strikes or Lockouts .....	13
Section 8.2 Discipline for Violation of Section 8.1 .....	13
ARTICLE 9. DRUG AND ALCOHOL TESTING .....	13
ARTICLE 10. GRIEVANCE PROCEDURE .....	14
Section 10.1 Definition of Grievance .....	14
Section 10.2 Procedural steps .....	14
Section 10.3 Time Limitations .....	15
Section 10.4 Precedent .....	16
ARTICLE 11. ARBITRATION .....	16
Section 11.1 Appeal Procedure .....	16
Section 11.2 Selection of Arbitrator.....	16
Section 11.3 Arbitrator's Jurisdiction .....	17
Section 11.4 Fees and Expenses of Arbitration .....	17
ARTICLE 12. HOURS OF WORK .....	17
Section 12.1 Purpose of Article .....	17
Section 12.2 Workweek .....	17
Section 12.3 Regular Workweek.....	18

Section 12.4 Overtime Work.....	18
Section 12.5 Report Time .....	18
Section 12.6 Overtime Pay.....	18
ARTICLE 13. LEAVE OF ABSENCE .....	19
Section 13.1 Definition .....	19
Section 13.2 Personal Leave .....	19
Section 13.3 Disability Leave.....	19
Section 13.4 Military Leave .....	20
Section 13.5 Civic Leave .....	20
Section 13.6 Requests for Leave.....	21
Section 13.7 Family Leave.....	21
ARTICLE 14. DISCIPLINE .....	21
Section 14.1 Company Rights.....	21
Section 14.2 Disciplinary Procedures .....	22
Section 14.3 Progressive Discipline .....	23
Section 14.4 Work Rules .....	24
Section 14.5 Serious Infractions.....	24
Section 14.6 Attendance Policy .....	26
Section 14.7 Unsafe Act Policy .....	27
ARTICLE 15. SHIFT BIDDING .....	28
Section 15.1 Shift Bidding .....	28
Section 15.2 Vacancies In Full-time Shifts .....	30
Section 15.3 Periodic Shift Bidding .....	30
Section 15.4 Changes in Shifts .....	31
Section 15.5 Reduction in Full-time Position .....	32
Section 15.6 Start of Agreement .....	32
ARTICLE 16. GENERAL CONDITIONS .....	33
Section 16.1 Pay Day .....	33

Section 16.2 Safety & Informational Training .....	33
Section 16.3 Traffic Citations .....	34
Section 16.4 Physical Examination and Drug Screen .	34
Section 16.5 Extra Contract Agreements.....	34
ARTICLE 17. WAGES .....	34
Section 17.1 Wage Rates .....	34
Section 17.2 Effective Dates .....	36
Section 17.3 Trainers.....	36
Section 17.4 Accident Review Committee.....	37
Section 17.5 Meals and Break Period .....	37
Section 17.6 Operator Meal Periods .....	37
Section 17.7 Operator Rest Periods.....	39
Section 17.8 Arbitration of Meal and Rest Period Issues .....	40
ARTICLE 18. PAID HOLIDAYS .....	40
Section 18.1 Observed Holidays.....	40
Section 18.2 Holiday Pay .....	42
Section 18.3 Holiday Pay Eligibility .....	42
Section 18.4 Work on Holiday .....	42
Section 18.5 Work Schedule .....	43
ARTICLE 19. VACATIONS .....	43
Section 19.1 Eligibility .....	43
Section 19.2 Vacation Accrual .....	43
Section 19.3 Vacation Pay Out .....	44
Section 19.4 Vacation Sign Up Bid .....	44
Section 19.5 Vacation Pay.....	45
ARTICLE 20. HEALTH, DENTAL, LIFE INSURANCE COVERAGE .....	45

Section 20.1 Eligibility .....	45
Section 20.2 Employee Medical Contribution .....	46
Section 20.3 Domestic Partner Coverage.....	47
Section 20.4 Life Insurance.....	47
ARTICLE 21. SICK LEAVE .....	47
Section 21.1 Sick Leave Eligibility.....	47
Section 21.2 Sick Leave Payment .....	48
Section 21.3 Sick Leave Accrual .....	48
Section 21.4 Sick Leave Pay Rate .....	48
Section 21.5 Sick Leave Cash Out .....	48
ARTICLE 22. BEREAVEMENT LEAVE .....	49
Section 22.1 Bereavement Leave Pay .....	49
ARTICLE 23. UNION SECURITY .....	49
Section 23.1 Union Shop.....	49
Section 23.2 Union Notification.....	49
Section 23.3 New Hires .....	50
Section 23.4 Union Enforcement .....	50
Section 23.5 Union Representatives.....	50
ARTICLE 24. DUES CHECK-OFF.....	51
Section 24.1 Dues Check-Off Authorization.....	51
Section 24.2 Dues Check-Off Procedure .....	51
Section 24.3 Dues in Excess of Net Wages.....	52
Section 24.4 Dues Check-Off Authorization Form .....	52
Section 24.5 Indemnification of the Company .....	53
ARTICLE 25. UNIFORM AND SAFETY EQUIPMENT.....	53
ARTICLE 26. 401 (K) PENSION PLAN.....	54
ARTICLE 27. DURATION OF THE AGREEMENT .....	54



## **Labor Agreement**

This Agreement is entered into by and between First Transit Incorporated, the "Company", and the Amalgamated Transit Local Union 1574, the "Union".

## **ARTICLE 1. RECOGNITION**

### **Section 1.1 Recognition of Union**

The Company recognizes the Union as the representative of "employees" as defined in Section 1.2 of this Article 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**

The term "employees" shall mean all full-time and part-time non-probationary Drivers employed by the Company and based in San Mateo County, California and who perform work for the Redi-Wheels paratransit program under contract to the San Mateo County Transit District, but excluding all other categories of employees such as supervisors, managerial, administrative, road supervisors, trainers, security and clerical employees as defined in the National Labor Relations Act.

### **Section 1.3 Definition of Probationary Employee**

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in "probationary" status for ninety (90) calendar days of employment. The discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration section of this Agreement.

## **Section 1.4 Job Classification**

The classification of jobs, full-time and part-time Driver, as described in Section 1.2 of this Agreement is by two separate date of classification lists based on first date of work as a Part-time Driver or a Full-time Driver for the purposes of layoff, promotion and bid work. Contractual time off shall be bid by date of hire seniority within classification.

- (a) A Full-time Driver is defined as a Driver scheduled to work at least thirty-five hours in a workweek.
- (b) A Part-time Driver is defined as a Driver scheduled to work at least fourteen (14) hours but less than thirty-five (35) hours in a week, First Transit agrees to provide two (2) weeks advance written notification to ATU Local 1574 of request by Operators to reduced his/her hours of work.

When a full-time Driver vacancy occurs, as determined by the Company, it shall first be offered to a part-time Driver in seniority order before non-employee applicants are considered. Employees may elect to remain part-time.

## **ARTICLE 2. SCOPE OF AGREEMENT**

### **Section 2.1 Duration**

This Agreement shall become effective from January 1, 2024, to December 31, 2026. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

## **Section 2.2 Separability**

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will 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 3. SENIORITY**

### **Section 3.1 Seniority Defined**

Seniority shall mean the length of time an employee has been employed by the Company and in one classification on the SamTrans Redi-Wheels project, measured in calendar days from the first day of compensation by the Company of the employee. Employees who were employed on the last day of operation of Redi-Wheels service for the San Mateo County Transit District by the previous contractor who were hired by the Company, will maintain the seniority date they had for all purposes relevant under this agreement, including, but not limited to, the determination of order in any lay-off or recall from lay-off or other reduction in work force, bidding runs, assignments, or time off as provided in this Agreement. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employee who has the earlier date of birth shall be deemed more senior. In the event that birthdays are identical, then the employee who submitted their employment application earlier shall be deemed the more senior.

Seniority shall accrue to a probationary employee within classification and from date of hire. Seniority shall be applicable only as expressly provided in this Agreement. There shall be full-time and part-time classification lists. Work will be bid by class seniority. All promotions to full-time Driver will be made by part-time Driver classification seniority. Any waiver of full-time promotion by a part-time Driver must be in writing.

### **Section 3.2 Layoff**

- (a) Determination of Layoffs. The Company will determine the timing of layoffs and the number of employees to be laid off.
- (b) Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order in seniority. Part-time employees shall be laid off before full-time employees.

### **Section 3.3 Recall**

- (a) Order of Recall. The employee with the most classification Seniority will be the first one recalled from layoff. Full-time Drivers on layoff shall be recalled prior to part-time Drivers.
- (b) Notice of Recall. The Company will forward notice of recall by mail to the last known address of the employee as reflected on Company records. The employee must, within two (2) weekdays 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 3.4 Termination of Seniority**

An employee's Seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- i. Resignation by the employee or termination by the Company, unless reinstated.
- ii. Failure to give notice of intent to return to work after recall within the time period specified in Section 3.3(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- iii Failure to return to work upon expiration of an approved leave of absence;
- iv. Layoff for a period of twelve (12) months or for a period equal to the employee's Seniority, whichever is less.
- v. Misuse of leave as a subterfuge to accept employment elsewhere or for purposes other than stated upon request for leave.

### **Section 3.5 Seniority List**

The Company shall provide the Union each month with a list of newly hired employees, those employees that have cleared probation, those employees that have resigned

or retired, and those employees that have been terminated, along with the dates pertinent to each event.

### **Section 3.6 Return of Personnel to the Bargaining Unit**

An employee who transfers or promotes out of the bargaining unit, for a period of six (6) months or less and remains in the continuous employ of the Company, may be transferred, at the sole option of the Company and notwithstanding any other provision of this Agreement, to any designated job classification in the bargaining unit previously held by the person. This option shall only be exercised once for each employee. Seniority shall be retained but shall not continue to accrue during the time an employee is promoted to a supervisory position with the Company. 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 3.7 Notification**

The Company will notify the Union within five (5) working days of all bargaining unit persons who accept non-bargaining unit duties with the Company and the approximate duration of the same.

## **ARTICLE 4. UNION REPRESENTATION**

### **Section 4.1 Union Shop Stewards**

- a. Recognition of Shop Stewards. From among the employees in the Bargaining Unit, the Union may designate and the Company will recognize the Union shop stewards.
- b. Compensation of Shop Steward While Engaged

in Union Activity. Except as specifically provided in this Section 4.1 (b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward. Where the Company institutes the use of a Shop Steward, the Steward shall not lose any wages based upon the Company need.

## **Section 4.2 Distribution of Union Literature**

**Bulletin Boards.** The Company will provide the Union with a bulletin board, at its office located within San Mateo County for this contract. The bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used to post personal notices or any other material not pertinent to official Union business. Union Officers and/or stewards shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

## **Section 4.3 Union Business Leave**

An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall remain on the list and continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement.

## **Section 4.4 Union Visitation**

The Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual

grievance. The performance of Union business will not interfere with the performance of work by employees.

## **ARTICLE 5. CUSTOMER RIGHTS AND CONTINGENCIES**

### **Section 5.1 Termination of Transportation Services Contract**

If the transportation services contract between the Company and SamTrans to provide Redi-Wheels Service terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

### **Section 5.2 Revenue Contract to Prevail**

The parties acknowledge that the Company has entered into a contract to provide transportation services with SamTrans. The contract between Company and SamTrans contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling these contractual performance obligations to SamTrans. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and SamTrans. Nothing in this Article shall be construed as subjecting any of the terms of the Company's revenue



contract to the Grievance and Arbitration provisions of this Agreement.

If the client calls for the review and discipline of a particular employee it will trigger a meeting between the General Manager and President/Business Agent to consider the situation and resolve the matter to the party's satisfaction.

### **Section 5.3 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 6. MANAGEMENT RIGHTS**

### **Section 6.1 Retention of Managerial Prerogatives**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine

the number of employees to be employed.

- b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees.
- c) To set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked.
- d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.
- e) To introduce new or improved technology, research, service, and maintenance methods, materials and equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operation and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- f) To issue, amend and revise policies, rules, regula-

tions, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision; and to carry out the lawful directives of the customers to whom the Company contracts its services.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **Section 6.2 Contractual Duties**

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to the San Mateo County Transit District which include, but are not limited to the assignment, dispatching and management of trips, passengers and services to other contractors who are under contract directly to the San Mateo County Transit District.

## **ARTICLE 7. NO DISCRIMINATION**

### **Section 7.1 Equal Opportunity**

The Company and the Union agree that there will be no discrimination against any individual in respect to hiring,

promotion, discharge, compensation and other terms, conditions and privileges of employment nor will there be any separation or classifying employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age or disability. Disputes under this Article shall be resolved through the grievance and/or arbitration procedures.

### **Section 7.2 Affirmative Action and Job Accommodation**

This Agreement is intended nor shall it be construed to prohibit or discourage compliance by either 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 directions, with or without notice to the Union, and neither such action nor its effect may be deemed a violation of this Agreement.

### **Section 7.3 Concerted Activity**

The Company and the Union agree that the Company will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from such activity.

## **Section 7.4 Gender Terms**

Throughout this Agreement, the use of the gender Pronouns and terms shall be construed to include both male and female.

## **ARTICLE 8. NO STRIKES OR LOCKOUTS**

### **Section 8.1 No Strikes or Lockouts**

During the term of this Agreement, or any extension thereof, neither the Union nor its members, will directly or indirectly, cause, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer, and there will be no lockouts by the Employer.

### **Section 8.2 Discipline for Violation of Section 8.1**

The failure or refusal on the part of any employees to comply with the provisions of Section 8.1 of this Article shall be cause for immediate discipline, including discharge. The failure or refusal by a Union officer, agent, representative, or steward to comply with the provisions of Section 8.1 of this Article constitutes leading and instigating a violation of said Section 8.1. It is specifically agreed that the Union officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

## **ARTICLE 9. DRUG AND ALCOHOL TESTING**

In acknowledgment 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 toler-

ance. A positive test as defined by the FTA regulations at 49 CFR part 655 and 49 CFR part 40 will result in termination. The Union agrees 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 10. GRIEVANCE PROCEDURE**

### **Section 10.1 Definition of Grievance**

A grievance is defined as any controversy between the Company and the Union arising out of or by virtue of this agreement which includes just cause for discipline. The following procedure for the settlement of grievances must be followed.

### **Section 10.2 Procedural steps**

**(a) Step One Grievance.** The Union may present in writing to the General Manager a grievance setting forth the nature, details, date of the alleged violation, and the Article and Section of this Agreement claimed to have been violated. The written grievance must be dated and signed by the Union Business Agent or his designated representative. The written grievance must be presented within ten (10) calendar days of when the employee

or Union knew or had reasonable knowledge of the event giving rise to the grievance. After the filing of a grievance with the General Manager or Company designee, the General Manager or designee shall contact the Union Business Agent or designee to arrange a time and place to attempt to resolve the grievance within ten (10) calendar days. A written decision will be rendered in five business days from the attempt to resolve. The parties may mutually agree to extend the time limits.

- (b) **Step Two Grievance.** If the grievance is not resolved in Step 1 within ten (10) calendar days of the written decision of step 1, the Union may request in writing a meeting between the Company Regional Vice President, or his/her designated representative, and the Union President, or his/her designated representative. Within ten (10) calendar days of the request the parties shall schedule a meeting.

### **Section 10.3 Time Limitations**

The time limitations set forth in this Article 10 are of the essence of this Agreement. No grievance or decision shall be accepted or considered unless it is submitted or appealed within the time limits set forth in Section 10.2 of this Article.

If the grievance or decision is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 10.2 of this Article, the griev-

ance shall be settled in the grievant's favor and remedy shall be issued. The time limitations may be waived upon mutual written agreement of the parties.

### **Section 10.4 Precedent**

A decision made with respect to any grievance during Step 1 of the grievance procedures set forth in Section 10.2 of this Article shall apply only to that grievance and shall not become a binding precedent with respect to any other grievance or to the interpretation or application of the Agreement.

## **ARTICLE 11. ARBITRATION**

### **Section 11.1 Appeal Procedure**

If a Grievance has not been settled in the steps outlined in Article 10, the Union may request that the matter be submitted to an arbitrator. Such request shall occur within five (5) calendar days following the next regularly scheduled Union meeting following the decision of the Company at Step 2 of the Grievance procedure. In no case shall the request for arbitration be allowed more than forty-five (45) calendar days following the decision of the Company at Step 2 of the Grievance procedure.

### **Section 11.2 Selection of Arbitrator**

An arbitrator shall be selected from a list of seven names obtained from the FMCS. Such a list shall be one mutually requested by the parties to this Agreement and shall be used until such time that either party requests that a new list be requested from the FMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The toss of a coin shall determine who shall strike the first name until one



name remains.

### **Section 11.3 Arbitrator's Jurisdiction**

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator shall be final and binding on the employee, the Union and the Company.

### **Section 11.4 Fees and Expenses of Arbitration**

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

## **ARTICLE 12. HOURS OF WORK**

### **Section 12.1 Purpose of Article**

The sole purpose of this Article is to provide a basis for the computation of straight-time, and overtime. Nothing contained in this Article shall be construed as a guarantee or commitment by the Company to any employee of a minimum or 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 12.2 Workweek**

The workweek schedule shall be within seven (7) calen-

dar days beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

### **Section 12.3 Regular Workweek**

The regular workweek shall consist of forty (40) hours of work within a five day or four-day workweek.

### **Section 12.4 Overtime Work**

In the event the Company obtains extra work, defined as temporary additional shift(s) assigned to the Company by SamTrans, where the Company has knowledge of such extra work at least seven days in advance, the extra work will be posted for operators to bid on. The Company will award the extra work to the most senior operator who is not otherwise scheduled for a regular shift. If the Company learns of the extra work with less than seven days' notice, it may fill the work from the Extra Board when available and then Bid Drivers requesting to sign up for such work. Full-time Driver requests will be filled before part-time Drivers requests to work.

### **Section 12.5 Report Time**

Drivers who do not have regular scheduled shifts shall be assigned an Extra Board-Standby report time no later than 7.00 P.M. on the day prior to work. A copy of all Drivers scheduled to work each day, including their report time, assignment, and ending time shall be posted in a conspicuous place at each work location with a copy sent to the Union no later than seven (7) days after the work is scheduled.

### **Section 12.6 Overtime Pay**

The Company shall pay employees who work in excess

of eight (8) hours in one work day or more than forty (40) hours in one week at the overtime pay rate of time and one-half of their regular rate of pay.

An exception of this rule shall be for those employees who bid or are assigned a shift comprised of a four-day work week containing four (4) ten (10) hour work days. In this event, those employees so scheduled shall be entitled to the overtime pay rate for hours worked in excess of ten (10) hours in a work day or forty (40) hours per work week.

## **ARTICLE 13. LEAVE OF ABSENCE**

### **Section 13.1 Definition**

A leave of absence is defined as an absence in excess of five consecutive workdays.

### **Section 13.2 Personal Leave**

Unpaid Leaves of Absence 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 13.3 Disability Leave**

In general, unpaid Leave of Absence because of non-work-related health, medical condition or disability, including but not limited, to pregnancy, childbirth or related medical conditions, may be granted for periods of up to thirty (30) days, with thirty (30) day extensions, up to a maximum of six months.

To obtain an authorized Leave of Absence an employee shall present: (1) a written request for such leave, (2) a written statement from the employee's doctor indicating

the need for such leave, the doctor's recommendation as to when the employee should cease work and the doctor's estimate as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, the Union and the employee) that after considering the nature and scope of the employees duties, the employee is able to return to work and perform the essential functions of his job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public.

Any employee protesting removal from service because of an order from the Company's physician, may have his/her case reviewed by a physician jointly, selected by the Company and the Union, and that physician's decision will be final. If the parties are unable to agree on a physician, the medical arbitrator shall be chosen in accordance with the method set forth Article 11 from a list of five physicians furnished by the American Medical Association. The cost of this physician and any tests or diagnostic procedures shall be born equally by the Company and the Union.

### **Section 13.4 Military Leave**

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

### **Section 13.5 Civic Leave**

A non-probationary employee who is required to report

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

Employees with more than ten years of seniority on jury duty will be entitled to receive pay for a maximum of fifteen (15) days in any calendar year at their normal rate of pay, provided the employee returns to the Company any jury duty pay received. Employees with less than ten years of seniority shall be entitled to 5 days of pay for jury service. Hours paid as Jury duty pay shall not be counted as hours worked for computation of overtime. Other types of civic leave other than jury duty are unpaid.

### **Section 13.6 Requests for Leave**

Requests for authorized Leave of Absence shall be made as far in advance as possible. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement time spent on Leave of Absence shall be without pay.

### **Section 13.7 Family Leave**

The Company shall comply with State and Federal Family Leave Laws.

## **ARTICLE 14. DISCIPLINE**

### **Section 14.1 Company Rights**

The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations be required in order to

comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its Customers.

The Company shall have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any provisions of this Agreement.

The Company will notify the Union in writing of all changes in policy at least five (5) working days before they are implemented.

The Company shall not issue discipline, suspend or discharge any non-probationary employee without just cause.

## **Section 14.2 Disciplinary Procedures**

First Transit will notify the employee in writing with a copy to the Union of discipline, suspension, or discharge within forty-five (45) days of First Transit's date of knowledge that the employee engaged in misconduct. The Union or employee shall be given the opportunity, upon request, to examine the contents of an employee's personnel file.

No Customer complaint shall be made a part of an employee's file until presented to the employee for comment. The employee's response to the complaint shall also be made a part of the file. Letters of commendation

shall be shown to the employee concerned and made a part of the file.

All disciplinary processes will be performed by a General Manager, Operations Manager, Safety Manager or Regional Vice President, or their designee.

The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process.

Nothing in this Article 14 shall prevent the Union from appealing the decision of the respective General Manager to the Regional Vice President prior to a possible grievance being filed.

All hearings, which may result in a penalty, shall be attended by the charged employee. A Union representative may also attend the hearing if so, requested by the employee. Such hearings shall be held within a three-day period (excluding weekends and holidays) following the delivery of a written notice.

### **Section 14.3 Progressive Discipline**

Any violation of posted and/or written Company rules, policies and/or procedures shall result in disciplinary action. With the exception of a violation or a serious infraction, as listed in Section 14.5, attendance policy as listed in Section 14.6, or unsafe act policy as listed in 14.7, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or

procedure:

First Violation: First written warning notice.

Second Violation: Second written warning notice.

Third Violation: Dismissal from employment with Company.

### **Section 14.4 Work Rules**

The Company shall issue a First Transit Employee Handbook as well as the Redi-Wheels Service Guide outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least ten (10) days prior to the implementation of said rule, regulation or addendum.

### **Section 14.5 Serious Infractions**

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

- i. Theft of Company or Customer property or property of another employee or falsification of time records for the employee or a fellow employee.
- ii. Physical violence or fighting on Company premises or vehicles or any time while on duty.
- iii. Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.



- iv. Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- v. Deliberate destruction, defacing, damaging, or loss of Company and/or customer property or property of another employee or passenger.
- vi. Violation of a misdemeanor or felony law while on duty.
- vii. Use of language or any another activity designed to offend or harass any other employee, customer or passenger based on the employee's, customers or passenger's race, color, religion, sex, national origin, age, disability or sexual orientation.
- viii. Failure for any reason to maintain a valid Driver's license and all other certificates required by Federal, State or local law or regulation to operate the vehicles, provided that in the event of a temporary loss of the required license or certification, the employee shall be first entitled to a thirty (30) day or less unpaid leave of absence to correct said loss of a valid Driver's license or other certificate required to operate the vehicles. Failure to have the license or certificate after the thirty-(30) day period shall be cause for discharge.
- ix. Unauthorized touching, physical contact with, or indecent exposure to a passenger or fellow

employee.

- x. Operating a cell phone (or electronic device) while operating a vehicle.

Note: Operators asked to use their personal cell phones because of technical issues must pull over and exit the vehicle to safely use the phone.

- xi. Failure to report an accident immediately.

## **Section 14.6 Attendance Policy**

### **(a) Excused Absence**

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

### **(b) Absence**

An absence is defined as any time an employee misses work without prior written approval and the employee does not notify the dispatcher at least one hour prior to the starting time of the work shift.

### **(c) A Miss-out will be charged if:**

An employee fails to report in person to his/her supervisor at the base within one minute of his/her starting assignment.

An employee fails to relieve another employee in the field at the designated time and place.

An employee fails to report to the appropriate supervisor of record at least one hour prior to the starting time of their unavailability for work.

#### (d) Disciplinary Action

##### Miss-out

- 1) For each miss-out charged, the employee shall lose the day's assignment and pay if not placed on duty by a supervisor. If placed on duty, the employee shall be paid for hours actually worked only.
- 2) In addition to the above, a progressive system of penalties will be levied for repeated miss-outs. Employees who incur three (3) miss-outs in a thirty-(30) day period or seven (7) miss-outs in a one-year period are subject to discharge.

##### Attendance

Employees whose overall attendance is irregular, whose absences frequently are in conjunction with days off, or whose attendance demonstrates continuing patterns of undependability are subject to progressive discipline up to and including discharge.

#### **Section 14.7 Unsafe Act Policy**

- a) An Unsafe Act is defined as an act by an employee that puts the employee, another person or property at risk of injury or damage. An unsafe act includes near misses, thus may or may not include actual physical injury or damage.

Disciplined from unsafe acts will drop off the employee's record after 18 months. Within the Discipline Article First agrees to restrict and control the use of electronic media as a surveillance tool and the Company's ability to use for disciplinary purposes – avoiding blind searches. First Transit may view audio and video surveillance 30 minutes before and 30 minutes after for a total of sixty minutes (60 minutes) for any reported incident/accident or complaint. Electronic media will not be reviewed solely for the purposes of looking for employee misconduct.

- b) A Serious Unsafe Act is defined as an act by an employee which places another person at substantial and immediate risk of death or serious injury requiring hospitalization or which places property at substantial and immediate risk of serious damage in an amount exceeding \$30,000.

## **ARTICLE 15. SHIFT BIDDING**

### **Section 15.1 Shift Bidding**

- (a) The Company shall develop the number of full-time shifts. The ratio of full-time shifts to part-time shifts will not be more than 90%/10%. The Company shall allow each Driver, in seniority order, to select full-time shifts. Each Driver shall, in turn, select a shift until all of the full-time shifts are selected.
- (b) Any full-time Driver who does not select a full-time shift or assignments at this time, shall be determined to be a Part-time Driver for this Bid

Period. The full-time Driver passing up a full-time shift shall become a part-time Driver and may only return to full-time starting at the bottom of the full-time Driver classification. The full-time Driver reverting to part-time will be put in at the bottom of the part-time Driver seniority.

- (c) Part-time Drivers may transfer to a full-time vacancy; however, the Company will canvass all Part-timers after ratification and after creating more Full-time Drivers, the remaining part-timers will not be asked to transfer to full-time unless they have put in a written notice to the Company of their desire to transfer. The Company may hire directly into full-time from the street when there is no desire to transfer into full-time.
- (d) Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy, which must be submitted to the Union and General Manager no later than 5:00 P.M. on the day prior to the scheduled bid, shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Company and the Union following the completion of the bid process by all other employees scheduled to bid.
- (e) Only employees who are able and qualified to perform the duties of a driver prior to the effec-

tive date of the bid will be allowed to participate in the bid selection.

### **Section 15.2 Vacancies In Full-time Shifts**

In the event a Full-time Driver elects to vacate their full-time position or their position becomes available through the termination of seniority, or in the event an additional Full-time Shift is created by the Company, the Company shall, within three weekdays, post that Full-time shift for a period of three-week days. The most senior part-time Driver who bid for the open shift shall be awarded that full-time shift. Other full-time Drivers shall not be allowed to “bump” into the vacant shift. The part-time Driver successfully bidding on the vacant full-time position will have their seniority start on the day they begin to provide full-time revenue service.

In the event of a leave of absence of less than thirty (30) days of a full-time Driver, the Company may assign any available unassigned full-time Driver or Drivers, in seniority order, to temporarily fill the full-time position until the regular full-time Driver returns to full duty.

In the event of a temporary vacancy of a full-time Driver of thirty (30) days or more, the Company shall allow the part-time Drivers to bid into the temporary vacancy in seniority order. The part-time Driver(s) temporarily filling the full-time position shall not be eligible for any benefits offered solely to full-time regular Drivers.

### **Section 15.3 Periodic Shift Bidding**

The Company shall, at least every four (4) months, rebid

the Full-time shifts. The exact date of each rebid and its effective date shall start in the month of February, June, and September. The Company shall post the bids for the shifts, which will include designated hours, regular days off, designated lunch breaks, agencies usually served. The daily work schedule for full-time shall be at least 7 hours of work but not more than 9 hours. The employee may volunteer to work to 10 hours.

The Company will post its bids for the shifts and provide a copy of it to the Union at least fourteen (14) days prior to the bid and each Full-time Driver shall bid in seniority order until all shifts are bid and assigned.

Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy, which must be submitted to the facility manager no later than 5:00 p.m. on the day prior to the scheduled bid, shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy, shall be assigned at the discretion of the Company after consultation with the Union following the completion of the bid process by all other employees scheduled to bid.

### **Section 15.4 Changes in Shifts**

The Company shall have the sole right to change the times and hours on up to 10% of the bid shifts on any work day [up to one hour either way per day]. Those shifts that may be adjusted by the one-hour movement will be marked on the Sign Up so to alert the Driver that they are bidding a flex shift.

Except as provided herein, in the event a full-time shift changes, but remains a full-time shift, there shall be no rebidding of that shift and the Driver assigned to that shift must work that shift until the next re-bid of all of the shifts. No Driver shall be allowed to "bump" another Driver to change shifts.

In the event the Company (1) changes the regular days off of a shift, (2) changes the hours of the shift more than one hour per day, or one hour per day (or less) for a period of more than two weeks, or (3) changes an agency usually served on the shift, the Company will give the Union and the employee(s) affected by the change(s) notice of the change(s) at least five week days prior to the changes taking effect and, upon the request of the Union or an affected employee, the Company shall rebid all full-time shifts before the shift change is implemented.

### **Section 15.5 Reduction in Full-time Position**

In the event of a reduction in the amount of service, any layoffs will be made in reverse seniority order, beginning with the least senior part-time Driver first. If layoffs are necessary due to an unforeseen circumstance such as the Covid-19 pandemic, the Company will make every reasonable effort to minimize the use of the taxi service, while any bargaining unit employee is on layoff.

### **Section 15.6 Start of Agreement**

At the start of this Agreement, Company shall maintain the current shift bid then in effect from the prior employer until such time as the Company determines it shall conduct a new bid; however, this time shall not exceed four month(s) from the start of this Agreement.



## **ARTICLE 16. GENERAL CONDITIONS**

### **Section 16.1 Pay Day**

All paychecks will be distributed every other Friday at noon. First Transit Inc. agrees to make available for an employee's review their accruals and usages of vacation and sick time. The form will be a ledger made available for review.

### **Section 16.2 Safety & Informational Training**

All employees shall participate in a total of eight (8) hours of retraining annually. The Company will publish a schedule of refresher training classes to ensure that each employee gets this training each year. Participation in this training is mandatory and failure to participate in a total of eight (8) hours or more, when required by State or Federal law, of retraining per year will result in suspension from active duty and possible termination.

No employee will be required to attend training on their day off.

This training will be paid at the appropriate rate of pay. The Company may require mandatory Informational meetings from time to time. Operators will be compensated at the appropriate rate of pay. Employees must attend at least 8 out of a possible 12 monthly safety meeting required by the Company. Sufficient make up meetings will be scheduled to avoid mandatory day off attendance. Time spent under this section shall be considered time worked for all purposes.

**Safety mandated training** – drivers who attends mandatory safety meetings shall be paid a minimum of 2 hours for attending the entire training.

**Note:** Time attending safety training is considered hours worked and may be subject to overtime pay as referenced in Section 12.6 Overtime Pay.

### **Section 16.3 Traffic Citations**

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

### **Section 16.4 Physical Examination and Drug Screen**

In the event the Company requires an employee to take a fitness for duty physical examination or drug screen, the Company, must pay all the costs of complying with the procedure. The Company will schedule the recertification examinations. No employee shall suffer a loss of earnings or pay out of pocket as a result of complying with such fitness for duty physical examinations or drug screens, but otherwise if not conducted on work time, time spent in physical examinations and drug screens shall be paid as work time.

### **Section 16.5 Extra Contract Agreements**

The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 17. WAGES**

### **Section 17.1 Wage Rates**

Employees covered by this Agreement shall receive the following wage rate increases during the term of this Agreement.

	<i>Current</i>	<i>Upon ratification</i>		<i>Year 2</i> <i>January 1, 2025</i>		<i>Year 3</i> <i>January 1, 2026</i>	
<b>After Training</b>	\$24.63	5%	\$25.86	10%	\$28.45	6%	\$30.15
<b>Years 1</b>	\$25.19	5%	\$26.45	10%	\$29.09	6%	\$30.84
<b>Years 2</b>	\$25.75	5%	\$27.04	10%	\$29.74	6%	\$31.53
<b>Years 3</b>	\$26.31	5%	\$27.63	10%	\$30.39	6%	\$32.21
<b>Years 4</b>	\$26.87	5%	\$28.21	10%	\$31.03	6%	\$32.90
<b>Years 5</b>	\$27.43	5%	\$28.80	10%	\$31.68	6%	\$33.58
<b>Years 6</b>	\$28.55	5.07%	\$30.00	10%	\$33.00	6%	\$34.98

Note: Within the first pay period after ratification, retroactive wages increase to January 1, 2024, will be processed and paid for hours worked using the following percentages:

After Training	5%
Years 1	5%
Years 2	5%
Years 3	5%
Years 4	5%
Years 5	5%

New hires and existing employees will be experience rated in the wage progression scale based on the number

of years driving passenger transportation with CDL. For example, a new hire has three years of driving passengers with CDL will start at year 3 in the wage progression scale. Fulltime employees at year 6 in the wage progression scale will receive one (1) additional floating holiday six months after their start of the employment. The employee may take their floating holiday by scheduling it in advance with the Company and receiving approval for time off. The holiday may not be carried over to the following year and cannot be cashed out.

The percentage of full-time Drivers to part-time Drivers shall not be less than 90% full-time to 10% part-time.

\*\* The Company and the Union agree that these wages are minimums. If SamTrans provides additional funding specifically for wages the Company agrees to apply those increases to the wage scale.

## **Section 17.2 Effective Dates**

Increases in table of pay rates as described in Section 17.1 shall be effective as indicated by date on the table. Increases in rates of pay for any employee shall be increased on the first day of the next pay period following the anniversary date of the employee and based upon the table rates then in effect. The new seven year progression applies to newly hired after date of ratification.

## **Section 17.3 Trainers**

Employees, when requested by the Company to serve as a "revenue trainer", BTW trainer or lead Driver shall receive \$1.00 per hour in addition to their hourly rate while performing these particular functions. The selection of a

“revenue trainer” or lead Driver shall rest solely with the Company, who shall have the sole right to determine the qualifications and to assign work to these employees. Revenue trainers are to complete all evaluations and paperwork and other related duties assigned by the Company.

The Company shall limit its selection of BTW trainers to three total from the Drivers’ ranks.

#### **Section 17.4 Accident Review Committee**

A joint ARC on charging preventable accidents will be made up of 2 appointees by the Company and 2 appointees by the Union. A tie vote will be broken a jointly selected neutral.

#### **Section 17.5 Meals and Break Period**

The Company and the Union will review and oversee compliance with Wage Order 9 for breaks and lunch.

As defined in this CBA, a full-time Operator is one who bids a work schedule of at least seven (7) hours per work day and thirty-five (35) hours per work week. A part-time Operator is one who bids a work schedule of at least fourteen (14) hours per week but less than thirty-five (35) hour per work week. As of ratification, there shall be at least 73% full-time Operators. Time for the Meal and Rest Periods will be expressly provided for by the Company in all Operators’ daily work schedules where required.

#### **Section 17.6 Operator Meal Periods**

The Company will provide on-duty or off-duty meal periods to Operators who work at least five (5) hours in a

day. However, by mutual consent of the employer and employee, the employee can waive the right to a thirty (30) minute meal period when working 5 hours or more but is required to take a meal period of at least thirty (30) minutes when working more than six (6) hours. There is no requirement to provide a meal period where the daily work schedule is a split shift schedule and the time off between work periods is at least thirty (30) minutes. The meal period shall be considered an off-duty meal period whenever the Operator is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. Off-duty meal periods will not be less than thirty (30) minutes and shall be scheduled approximately midpoint in the daily work schedule, as far as practicable.

An on-duty meal period shall be permissible and counted as hours of work for all purposes under the CBA. On-duty meal period(s) are where the Operator is not relieved and must remain on duty with the equipment or passengers. An on-duty meal period shall be considered to be made available as long as the Driver had an opportunity to eat his or her meal at some point during his or her shift. Meal period may be on duty or off duty meal periods and time will be provide in all daily work schedules.

If the Company fails to provide a meal period to an employee as described in this section, the employee must report it on the Missed Meal – Breaks form to their supervisor within three (3) business days of the alleged missed meal period. Where the scheduled off-duty meal period could not be taken due to the daily work schedule the Company will adjust the daily work schedule by the next work day.

## **Section 17.7 Operator Rest Periods**

All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of Operators to take rest periods even if it means they may be late on route or for the next pickup. If an Operator is delayed on route and miss their rest period they are permitted to take their rest period at the end of their route or prior to their next pick up. Rest periods will be indicated on all Operators daily work schedules and counted as hours worked. Each rest period will be not less than ten (10) minutes in length and scheduled according to the Operators daily work schedule. One rest period shall be scheduled for every four (4) hour work period, or major fraction thereof. For purposes of this section anything more than three and one-half (3.5) hours is considered a major fraction of four (4). The rest period must, insofar as practicable, be scheduled in the middle of each work period. Where a daily work schedule does not exceed three and one-half (3.5) hours there is no necessity to schedule a rest period.

If an Operator does not get their rest period(s) they will report the failure on Missed Meal – Breaks form to their supervisor within three (3) business days after the alleged missed rest period. If an employee failed to take their own rest period of their volition they will be cautioned about operational fatigue. If the employee failed to get their rest period because of the work schedule; the schedule will be adjusted before the next work day. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted

to take rest periods.

### **Section 17.8 Arbitration of Meal and Rest Period Issues**

Any and all disputes regarding the application of meal and rest periods shall be subject to the grievance procedure. If the Company fails to provide for or adjust the work schedule for the appropriate time allowed for either rest or meal periods in the daily work schedules a Grievance may be filed under the CBA within the appropriate time period(s). If the Union is unsatisfied at the remedy put forth by the Company they may file for arbitration of the issues.

At arbitration, the arbitrator may consider awarding a maximum of one (1) hour penalty for each failure by the Company to schedule the appropriate time in the daily work schedules. The Company shall not be subject to more than one (1) meal period penalty and one (1) rest period penalty per day per employee and the Company shall in no way be subject to any civil or statutory penalties as a result of any violation of the terms and conditions of these sections. Decisions by the Arbitrator shall be final and binding on all parties.

## **ARTICLE 18. PAID HOLIDAYS**

### **Section 18.1 Observed Holidays**

All full-time and part-time non-probationary Drivers shall receive pay for the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Juneteenth** shall be added as observed paid holiday effective 2025.



**Note:** Juneteenth is considered a regularly workday.

Effective January 2015, full-time employees shall also receive one floating holiday in addition to the existing birthday holiday. The employee is eligible to take the "floating" holiday by scheduling it in advance with the Company and receiving approval for the time off. Part-time Drivers shall only be entitled to holiday pay should the holiday create a missed shift.

Birthday holiday must be taken on the employee's birth week. Employee can move the Birthday Holiday to a (3) day weekend prior or following week. However, management may request the employee to take an alternate day based on operational needs. Employees will not be able to cash out Birthday Holiday.

Part-time employees shall receive one floating holiday which shall be used in accordance with this provision. Part-time Drivers shall only be entitled to holiday pay should the holiday create a missed shift.

The full-time employee is eligible to receive their floating holiday six months after the start of this agreement or six months after the start of their employment, whichever is later. Thereafter, they shall be eligible for their next floating holiday one year after becoming eligible for the last. Floating holidays are not cumulative and may not be carried over from year to year.

On March 1 of any year of this Agreement, an employee who is eligible but has not taken a floating holiday may receive pay in lieu of time off by providing written no-

tice to the Company during the period March 1 through March 10 of any year. Floating holidays are not paid on termination of seniority. Floating holidays may be scheduled adjacent to scheduled vacation.

### **Section 18.2 Holiday Pay**

Holiday pay shall be calculated at the employee's straight time regular service rate and will be based on the employee's regularly scheduled shift. If the holiday falls on an employee's normally scheduled day off, then the holiday will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of ten hours for full-time employees scheduled on a four-day ten-hour shift and eight hours for all other full-time employees. The maximum holiday pay for eligible part-time employees shall be four hours.

Holiday pay shall not be counted as hours worked for the purposes of computing overtime.

### **Section 18.3 Holiday Pay Eligibility**

In order to be eligible for holiday pay, an employee must be in active pay status or must report for work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday. Unless the employee so reports, he/she shall receive no pay for such holiday.

### **Section 18.4 Work on Holiday**

For those employees who are scheduled to work on a recognized holiday, they must work as scheduled, except when granted the day off. A holiday sign up list shall be posted for employees to indicate their desire to work;

selection for work shall first be made on basis of seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work on the holiday. Employees who work on the day a holiday is observed shall receive their regular rate of pay that day, holiday pay at straight time.

## **Section 18.5 Work Schedule**

The Company may elect to amend the work schedule during a week in which a holiday falls or during a week in which service is amended because of an unpaid holiday when service levels and demand are reduced.

## **ARTICLE 19. VACATIONS**

### **Section 19.1 Eligibility**

All full-time Drivers shall receive, after one year of' continuous full-time employment, a paid vacation as further detailed in the Article.

### **Section 19.2 Vacation Accrual**

Drivers will receive paid vacation in the following amounts:

5 days after one year of full-time employment.

10 days after three years of full-time employment.

12 days after five years of full-time employment.

13 days after 6 years of full-time employment.

14 days after 7 years of full-time employment.

15 days after 8 years of full-time employment.

16 days after 9+ years of full-time employment.

Vacation earned shall be paid at the number of hours of the employee's regular work shift at the time the vacation is taken, not to exceed eight hours per day earned.

Unused vacation can be cashed out at the employee's pay rate at the option of the employee at any time by providing notice to the Company at least ten days prior to the end of the pay period in which the cash out is to be paid. Vacation carry over will be capped at 10 days per year. Vacation pay shall be accrued at the end of each month or portion of month under this agreement. For example, an employee earning vacation at the rate of 10 days per year will accrue 0.83 days per month worked. Vacation will not accrue in any month for which the employee did not work at least half of their scheduled days.

### **Section 19.3 Vacation Pay Out**

Unless a full-time employee is laid off due to lack of work, no vacation shall be paid until one full year of continuous full-time employment is completed. Prorated vacation pay will not be made to employees with less than one year of continuous full-time employment. If an employee is laid off due to lack of work and has been a continuous full-time employee for less than one year, then the employee shall be eligible for a pro-rata share of his/her vacation pay at the time of lay-off.

### **Section 19.4 Vacation Sign Up Bid**

The Company shall prepare and post by December 5 of each year a vacation sign-up schedule showing employees who will be eligible for vacation during the following calendar year. Prior to December 16 of each year, employees will sign up for vacation in blocks of a week vacation prior to January 1 of the year in which vacation is to be taken. The Company shall develop a Sign-Up procedure allowing eligible employees to select their vacations, according to their seniority. Unbid vacation may be

taken as casual vacation days and scheduled at the discretion of the Company on a first come first serve basis.

### **Section 19.5 Vacation Pay**

Vacation must be paid in full day increments of not less than eight hours pay unless it is unused prorated hours. The vacation may not be taken prior to the anniversary date on which it is earned.

## **ARTICLE 20. HEALTH, DENTAL, LIFE INSURANCE COVERAGE**

### **Section 20.1 Eligibility**

Current full-time Drivers or pre ratification part-time Drivers waiting for a full-time Driver position shall be eligible for the healthcare plans on the first day of the month following thirty days of employment.

After ratification, a post probation new hired Driver, who becomes full-time, shall be eligible for the employee only healthcare plan on the first day of the month following the completion of probation.

Employees can start or change coverage only when they first become eligible or when the Company has an annual "open enrollment" period. The Company will continue a dental PPO plan for employees to choose from.

The Corporate Vision Plan will be added by January 2016.

The medical plan, Kaiser standard plan [CID #39043], may only be changed by mutual agreement. First transit reserves the right to offer other health plans such as Blue Cross/Blue Shield in addition to Kaiser.

## **Section 20.2 Employee Medical Contribution**

For all full-time employees prior to ratification the employee contribution towards any of the health care plan premiums, whether employee only, plus one or family plans [medical, dental & vision] will be shared with First Transit and remain at 20% of the premium for the duration of the CBA.

### **Post ratification newly promoted full-time employees and new hired employee coverage**

For current part-time employees who promote to full-time after ratification and any post probationary employees hired after ratification will be entitled to employee only coverage for the balance of their first year of employment at an employee only premium share of 80% First Transit to 20% employee.

Starting their second year of full-time employment the post ratification full-time employee and new hired will be entitled to extended family coverage of plus one at a premium sharing of 70% First Transit to 30% employee for those plans. Not eligible for full family coverage.

Starting their third year of full-time employment the post ratification full-time employee and new hired will be entitled to extended family coverage of plus one at a premium sharing of 75% First Transit to 25% employee and for full family 70% First Transit to 30% employee for those plans.

Starting their fourth year of full-time employment the post ratification full-time employee and new hired will be entitled to extended family coverage of plus one or family at

a premium sharing will be 80% First Transit to 20% employee for those plans.

For example;

Post ratification eligibility table

<u>Plan</u>	Premium example 2014	Share year one	Share year two	Share year three	Share year four
Employee	\$697	80%/20%	80%/20%	80%/20%	80%/20%
Plus one	\$1377	Not entitled	70%/30%	75%/25%	80%/20%
Family	\$2179	Not entitled	Not entitled	70%/30%	80%/20%
Existing employees					
Employee	\$697	80%/20%			
Plus one	\$1377	80%/20%			
Family	\$2179	80%/20%			

## **Section 20.3 Domestic Partner Coverage**

An employee may include a domestic partner in the Company's medical and dental plans in the same manner as a spouse.

## **Section 20.4 Life Insurance**

Upon the same effective date of coverage as detailed in Section 20.2 above, employees shall be eligible for term life insurance coverage in the amount of \$30,000. To be eligible for this benefit, the employee must have on file with the Company a form indicating the beneficiary. The Company shall self-insure this coverage.

## **ARTICLE 21. SICK LEAVE**

### **Section 21.1 Sick Leave Eligibility**

Full-time Drivers shall begin to accrue sick leave upon completion of the probationary period. After probation is completed and if the Driver becomes a full-time Driver,

they will be credited with sick leave for the period of the probation time.

### **Section 21.2 Sick Leave Payment**

Paid sick leave will be paid starting the first day lost as a result of injury or illness.

### **Section 21.3 Sick Leave Accrual**

Sick Leave will accrue at 3.33 hours per month for full-time Drivers. Drivers who have seniority in excess of three (3) years shall accrue sick leave at 5 hours per month for full-time employees. Part-time drivers shall accrue 24 hours of paid sick leave annually.

Paid sick leave may accumulate from year to year. Employees shall not accrue sick leave in any month the employee did not work at least one half of their scheduled shifts. Paid sick leave is not paid to an employee upon termination of their seniority.

### **Section 21.4 Sick Leave Pay Rate**

Payment for sick leave shall be at the normal, straight time hourly rate for the employee at their normal shift hours for that work day. Sick leave pay shall not be used for the computation of overtime pay.

### **Section 21.5 Sick Leave Cash Out**

Each year of this agreement, an employee may choose to "cash out" any or all sick leave they have accrued. Employees must notify the Company in writing of their request to cash out sick leave by the end of November payable in the first pay period of December. Employees who choose to "cash out" their sick leave shall be enti-



tled to receive 66 2/3% of the amount cashed out.

## **ARTICLE 22. BEREAVEMENT LEAVE**

### **Section 22.1 Bereavement Leave Pay**

In the case of death of an employee's immediate family member, defined as the employee's spouse, domestic partner, 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 and two (2) days off without pay upon request. Employees may use their sick or vacation to supplement days off without pay.

## **ARTICLE 23. UNION SECURITY**

### **Section 23.1 Union Shop**

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, immediately upon the completion of the probationary period, become and remain members in good standing in the Union.

### **Section 23.2 Union Notification**

The Company will notify the Union of all new employees hired at least seven (7) calendar days after the employee starts to work and shall notify the Union immediately

when any employee completes the probationary period as established herein. No less than monthly, the Company shall furnish the Secretary-Treasurer of the Union with a list of all bargaining unit employees, along with their seniority date of hire, mailing address and telephone number as is currently in the employee's employment record. The Company will notify the Union promptly of all employees leaving its employ. The Union agrees to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish the Union an up-to-date list of its local representatives and to immediately notify the Union of any and all changes thereto.

### **Section 23.3 New Hires**

When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated because of Membership or non-membership in any Union.

### **Section 23.4 Union Enforcement**

In the event any employee, due to his own negligence, fails to apply for or maintain his membership in the Union, the Union may give the Company notice of this fact and within five (5) days after receipt of such notice, such employee shall be terminated by the Company.

### **Section 23.5 Union Representatives**

It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the

Company and the duly elected or appointed officers of the Union.

## **ARTICLE 24. DUES CHECK-OFF**

### **Section 24.1 Dues Check-Off Authorization**

Upon receipt by the Company of a check off authorization in the form set forth in Section 24.4 of this Article, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such check off authorization (until such check off authorization is revoked by the employee). In accordance with the terms thereof the Union's membership dues and COPE contributions 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 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 24.2 Dues Check-Off Procedure**

The Company shall each month, provide the Union a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith remit the total amount of such monthly deductions to the Union within seven (7) days of the payday when the monies were deducted.

### **Section 24.3 Dues in Excess of Net Wages**

If, for any payroll period in which the Company is obligated to make deductions pursuant to Section 24.1 of this Article, the wages owed an employee (after deductions mandated by any governmental or to reimburse the Company for advances against wages) are less than the amount of money which the employee has authorized the Company to deduct pursuant to said Section 24.1 of this Article, 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 for any future payroll period.

### **Section 24.4 Dues Check-Off Authorization Form**

The Company shall not deduct any monies from an employee's wages pursuant to Section 24.1 of this Article, unless the check off authorization executed by the employee conforms exactly to the form set forth below;

### **DUES CHECK-OFF AUTHORIZATION**

- (a) Authority to Deduct. I hereby authorize First Transit Inc. to deduct from wages owed to me bi-weekly, and to forward to Amalgamated Transit Union, Local 1574 the bi-weekly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 1574;
- (b) Revocability of Authorization, This Check off Authorization shall be irrevocable for a period of one year following my execution thereof, or

until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this Check off Authorization, executed by me, is delivered to First Transit Inc.: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating First Transit Inc. to honor this Check off Authorization, or (2) during any period when there is no collective bargaining agreement in effect obligating First Transit Inc. to honor this Check off Authorization. This Check off Authorization was voluntarily executed by me on

\_\_\_\_\_, 20\_\_\_\_

Signature of Employee

### **Section 24.5 Indemnification of the Company**

The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, grievances or other liability that arise out of or by reason of actions taken by the Company pursuant to this Article 24.

### **ARTICLE 25. UNIFORM AND SAFETY EQUIPMENT**

First Transit will provide new uniform and safety equipment at no cost to each Driver consisting of five (5) shirts,

three (3) pairs of pants, baseball cap, and raincoat with hood, flashlight, latex glove and cleanup kit, safety mask. Shirts and pants are to be replaced every three (3) years, Jackets and other safety equipment to be replaced when worn out.

#### **ARTICLE 26. 401(K) PENSION PLAN**

First Transit Inc. will match and change the employee's contribution into the 401(k) plan from \$200.00 to \$240.00 per month upon effective January 1, 2026.

#### **ARTICLE 27. DURATION OF THE AGREEMENT**

The term of this Agreement shall begin on January 1, 2024 and continue through December 31, 2026 between First Transit Inc. and the Amalgamated Transit Union, Local 1574.

Should either party desire to change or terminate this Agreement or alter it in any way, they shall give the other party written notice at least sixty [60] days prior to the Agreement's expiration date. Such notice shall state either the intent to terminate or to negotiate amendments or changes to the Agreement. The Agreement shall remain in full force and effect during negotiations on a succeeding Agreement.

**IN WITNESS THEREOF**, the parties have executed this Agreement

3rd day of September 2024

**For the union:**

  
\_\_\_\_\_  
Ernie Solero, President-Business Agent

**For the company:**

  
\_\_\_\_\_  
Mark Elias, Senior Vice President

**Javier Rodriguez**  
Javier Rodriguez, Director of Labor Relations

  
\_\_\_\_\_  
Kenneth Richardson, General Manager

