

**July 1, 2023 – June 30, 2026**

**Agreement Between**

**San Diego Bus Drivers Union ATU Local 1309**

**A.F.L.-C.I.O.**

**And**

**Transdev Services Inc.**

**EL CAJON Division**

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## **Preamble**

This Agreement is entered between San Diego A.F.L.-C.I.O. Bus Drivers, Local 1309 – Amalgamated Transit Union, hereinafter referred to as the “Union” and Transdev Services Inc., El Cajon (East County) Division, hereinafter referred to as the “Company” or “Employer.”

**Intent and Purpose, Mutual Benefit** It is the intention of the parties that this Agreement will establish sound relations between the company and its employees, which will promote harmony, genuine cooperation and efficiency, to facilitate peaceful adjustment of differences which may arise between the parties to the end that the employees and the Company may mutually benefit. Both parties agree to cooperate with each other in good faith in the enforcement of the terms of the Agreement. The Union as the exclusive bargaining agent for all employees of the bargaining unit recognizes that to provide maximum opportunities for continuing employment, good working conditions and good wages, the Company must be in a strong economic condition, which means it must provide quality service at the lowest possible cost. The Union acknowledges that they share the responsibilities along with management for attainment of these goals. The Union shall cooperate with the Company and support its efforts to assure a full day’s work for a full day’s pay on the part of its members. The Union shall investigate and cooperate with the Company in eliminating absenteeism, tardiness, discourtesy to customers, unsafe work habits, dishonesty and other practices which hurt or interfere with service to the customer and community. The Agreement is intended to set forth all the rights of the Union and the employees, all of which arise because of this Agreement.

## **Non-Discrimination**

The Company and the Union agree not to discriminate against any individual because of race, sex, sexual orientation, gender, marital status, color, creed, ancestry, physical or mental disability, handicap, perceived disability, veteran status, Union membership, political or religious affiliation, national origin, age or any other prohibited basis under applicable federal, state, or local law, or engage in any other discriminatory acts prohibited by law.

The words “employee” and “employees” as used in this Agreement is defined as meaning those employees of the Company covered by this Agreement. The words “he,” “his,” “man,” and “men” as used in this Agreement are defined as also meaning “she,” “her,” “woman,” “women,” “they,” “them,” or other identifying pronouns.

Any employee who feels he/she has been subjected to discrimination, unlawful harassment or retaliation of any kind should (i) notify his/her immediate supervisor, Human Resources, or a company executive and (ii) utilize the contractual grievance process. Employees can raise concerns, make reports, and file grievances without fear of reprisal.

## **Section 1 – Union Recognition**

**1.1** The company recognizes the union as the sole and exclusive collective bargaining agent for all:

- A.** Full-time Bus Drivers
- B.** Part-time Bus Drivers Employed out of the Company’s El Cajon Division.

**1.2** The names of the Union Officers and Executive Board will be given to the Company in writing by the Union and the Company will be advised in writing of any changes in said officers and board members, and the Company will advise the Union of the persons authorized to represent the Company for purposes of collective bargaining and the resolution of grievances.

**1.3** The Company shall recognize the President/Business Agent of the Union, or any duly authorized representative thereof, for presentation and adjustment of any grievance cognizable under the grievance and arbitration procedure. Neither the Union nor the Company will send more than two (2) representatives, other than the accused employee, for presentation and adjustment of the grievance.

**1.4** The Union shall notify the Company in writing of the names of designated Shop Stewards.

**1.5** Upon request, the Officers, and Executive Board Members of the Union (including the Local Union’s Administrative Office) will be provided with members’ addresses & telephone numbers.

## **Section 2 – Bargaining Unit Work**

**2.1** All buses in revenue service will be operated by members of the bargaining unit covered by this Agreement except when all reasonable means to fill such work with bargaining unit employees fails, thus requiring the use of non-bargaining unit employees.

**2.2** Operations Supervisors and dispatchers will not perform work assigned to members of the bargaining unit except in cases of emergency, for purposes of training and/or instruction, for testing purposes or to ensure that operations continue without interruption and that scheduled service is maintained. The Union will be notified of all such occurrences.

## **Section 3 – Management Rights**

**3.1** Except to the extent expressly abridged by a specific provision of this agreement, the Company reserves and retains, solely and exclusively, all its common-law rights to manage its business, as such rights existed prior to the execution of this agreement with the Union. These rights include, but are not limited to the following: to decide all machines, tools and equipment to be used, to improve efficiency; to hire, lay off, assign, transfer and promote employees; to determine the qualifications of employees; to determine the starting and quitting time; to establish the number of shifts; to determine the number of hours to be worked, including the determination of the necessity for overtime work; to promulgate rules and policies; to establish customer service and public

relations policies; to determine the business hours and location of its establishments; to decide the processes of operation; to discharge or discipline for just cause and in accordance with the terms of this agreement, except that any employee discharged or disciplined shall have recourse through the grievance procedure (except probationary employees).

**3.2** It is recognized that the Company's rule book and bulletins are necessary, but that said recognition is not to be construed as meaning that said rule book and/or bulletins are part of this Agreement. No rule or bulletin promulgated and enforced by the Company shall be valid if it violates any provisions of this Agreement.

**3.3** Failure of the Company to exercise rights herein reserved to it or exercising them in a way shall not be deemed a waiver of said rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this agreement. The listing of specific rights in this section is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed, whether such rights have been exercised by the Company in the past.

## **Section 4 – New Conditions**

The Company agrees to negotiate regarding wages, hours and working conditions as to any new position within the bargaining unit, which may arise during the term of the Agreement and which are not covered or provided for by the terms of this Agreement, shall be subject to negotiation within ten (10) days upon written request of the Union or the Company. Failing to agree, either party may invoke the grievance procedure, as set forth in this Agreement.

## **Section 5 – Discipline, Discharge and Attendance**

**5.1** No employees shall be disciplined or discharged except for just cause Any employee who is required to meet with management for disciplinary or investigative purposes will be notified personally in writing of such need within 15 days of the company's knowledge of said incident giving rise to discipline (not counting time off granted by contract). If this does not occur within 15 working days all discipline shall be null and void.

**5.2** Some types of misconduct are so serious as to warrant immediate discharge without warning or progressive discipline. Examples of such serious misconduct which require discharge include, but are not limited to the following:

**A.** Dishonesty, including but not limited to stealing; the carrying of an unauthorized unpaid passenger; falsifying time or revenue records at any time; falsifying or misrepresenting information on the original employment application form except as provided for in Section 8.5, falsifying any written reports that are required by the Company; falsifying worker's compensation claims.

**B.** Insubordination – failure to follow a direct order when compliance of the order will not endanger the safety of the driver or passengers.

C. Using or being under the influence of alcohol when reporting to work, while on duty or while on Company property even if off duty.

D. The illegal use, sale or possession of narcotics, drugs, hallucinogenic agents or controlled substances.

E. Conscious recklessness or serious negligence resulting in an accident while on duty.

F. Willful destruction of the Company's or public property or the property of other employees.

G. Assault of any person during working hours or while on Company property.

H. Failure to report an accident immediately by radio or nearest telephone when physically able.

I. Absent from work without notifying the Company within forty-eight (48) hours of report time; however, this does not apply to the sick leave exceptions identified in Section 14 – Earned Sick Leave of this Agreement.

J. Possession of weapons during working hours or while on Company property.

K. Having other employment which interferes with an employee's ability to perform work assignments.

L. Failure to report to work due to being charged by the public authorities on a felony charge or on a misdemeanor charge which carries a potential penalty of more than six (6) months in jail, and, after arraignment, where continued prosecution is allowed by the court. In addition, where the employee is charged with such crime, the Company shall have the right to suspend the employee, without pay, pending the court's decision at the arraignment.

**5.3** Notations of minor infractions of Company rules of more than twelve (12) months standing on the service record of employees will not be considered in disciplinary or discharge cases except for preventable accidents, which will be allowed twenty-four (24) months standing.

**5.4** No complaint shall be entered in an employee's record unless written and signed by the complainant and the employee has been interviewed and allowed to present the facts in writing to the Company.

**5.5 ATTENDANCE:** There are several elements to the attendance policy: reporting off work, absences/early outs, miss-outs (tardiness), and No Call/No Show:

**1. Reporting Off Work/Calling In:**

A. All employees, when calling in sick, must call in and notify dispatch at least one (1) hour prior to their scheduled report time. Dispatch must have adequate time to find a relief driver

and give them time to report. Employees who know they will be ill should notify dispatch the day before if possible.

**B.** Employees must call in by twelve PM (12:00 PM) the day prior to their expected return to work, or every three (3) days, whichever comes first. Employees who fail to call in by twelve (12:00 PM) may not be reassigned to their regularly scheduled work, but may be assigned to any other open run or shift.

**C.** Employees off work five (5) or more days (unless on a designated medical leave), must bring in a slip signed by a board-certified physician, nurse practitioner or physician assistant, verifying the illness (facsimile signatures are not allowed, nor are receptionist signatures). Employees off work five (5) or more days who fail to bring in a verification of illness will be considered No Show.

## **2. Miss-outs:**

An employee must report for work on time for a run or assignment. Failure to report for work or assignment on time creates a miss-out. An employee calling in sick within one (1) hour of his scheduled reporting time shall be charged with a miss-out. Miss-outs shall be excused if detailed documentation substantiating employees' claim, is submitted on the day of occurrence and is approved by the General Manager. A bus operator who incurs a miss-out may have his/her work for the day assigned to the extra board and he/she may be required to sit as the extra-board for the remainder of the shift. The penalty for Miss-outs over a moving six (6) month period will be as follows and may be assessed at the Company's discretion:

**1st Miss-out thru 3rd Miss-out:** Loss of bid in or assigned work on the day of the miss out and written notification of the miss-out. Operators will be assigned to the extra board (if available) on the date of occurrence.

**4th Miss-out:** Loss of bid in or assigned work on the day of the miss-out and written warning. Operators will be assigned to the extra board (if available) on the date of occurrence.

**5th Miss-out:** Loss of bid in or assigned work on the day of the miss-out and a Formal Reprimand with a 1-day unpaid disciplinary suspension.

**6th Miss-out:** Loss of bid in or assigned work on the day of the miss-out and condition of Employment Agreement with a 2-Day unpaid disciplinary suspension.

**7th Miss-out:** Termination.

## **3. Absence/Early Out Policy:**

An absence is defined as the failure of an employee to report for work when scheduled (ex: calling in sick, unauthorized time off, etc.) or an employee removed from his/her assigned duties because of required testing indicating an alcohol concentration of greater than 0.0199, but less than 0.04.



An early out is defined as an employee leaving work prior to the end of the scheduled shift and will be considered an absence. If an employee who has been mandated to work must schedule a medical appointment during working hours in which the employee has been mandated, the absence or partial absence may be excused if the employee notifies the Company at least 48 hours prior to the appointment time and that the employee submits proof of their appearance for the appointment and the receipt for the visit copayment on their next work day. There shall be a maximum of two (2) employees that may be excused per day under the terms of this paragraph. Eight (8) absences within a moving twelve (12) month period will be deemed excessive absenteeism and may result in discharge. Each individual absence may be longer than one day. However, in no event will an employee's total number of days off work for any reason (other than approved leave of absences) be allowed to exceed 24 work days in any moving twelve (12) month period. Employees will receive written warnings on the first, fourth and fifth absences. In addition, a written warning will be given for each occurrence to any employee removed from duty because of alcohol concentration greater than 0.0199, but less than 0.04. And three (3) occurrences of this type in a moving twelve (12) month period will result in discharge. If an employee is actually working, works all regular and required work, and goes occurrence free for a six-month period, their attendance record will be wiped clean.

**4. No Call/No Show:**

A No Call/No Show is defined as an absence from work in which the employee does not report for work and call-in before the end of their scheduled shift. Two (2) No Call/No Shows within a rolling twelve (12) months will be considered job abandonment and is grounds for discharge.

5. Upon ratification, all attendance violations incurred by the drivers prior to ratification will not be counted towards this attendance policy.

**6. Earned Sick Leave:**

Unexcused absences and penalties for attendance as outlined in this Section may be excused or negated by proper use of Earned Sick Leave, see Section 14 of this Agreement.

**Section 6 – Grievance and Arbitration Procedure**

6.1 If any disagreement arises over the application or interpretation of the agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such grievances. Any extension of the time limits as described in this section shall be by mutual agreement.

6.2 In the event an employee of the Union considers their rights to have been infringed upon or denied through the application or interpretation of this Agreement by the Company then the aggrieved party may attempt to resolve the issue with the Union and the Operations Manager or his representative.

**6.3** If the grievance is not resolved with the Operations Manager or his representative, such grievance shall be reduced to writing setting forth the grievant name, the date and time of the incident, the date the grievance was filed, the specific issue in question, the relative section or sections of the Agreement alleged to have been violated and the remedy sought.

**6.4** The written grievance as prescribed in Section 6.3 will be transmitted to the Operations Manager or representative within ten (10) days of the incident or reasonable knowledge of the incident giving rise to the grievance.

**6.5** The Operations Manager or representative will answer the grievance as prescribed in Section 6, paragraph 4 in writing within ten (10) days from the date of receipt of the grievance or within five (5) days from the date of a hearing, the Operations Manager or representative will set a meeting day mutually agreeable to all parties for the hearing of said grievance. The hearing will be held during normal working hours; however, the Company will not be required to meet with an employee during that employee's work time. The Company will not pay an employee for the time he is involved in a grievance hearing, unless requested to be at the hearing by the Company.

**6.6** If a hearing is held on a grievance, the Operations Manager or representative will have five (5) days from the hearing date to render his decision, in writing, setting forth the basis for his decision.

**6.7** In the event the grievance is not satisfactorily adjusted by the Operations Manager, the Union, within five (5) days from the date of receipt of the Operations Managers decision, may appeal the decision to the General Manager.

**6.8** The General Manager will have ten (10) days from receipt of the appeal to render a decision in writing setting forth the basis for his decision.

**6.9** In the event the grievance is not satisfactorily adjusted by the General Manager's written decision, the Union may request a hearing with the General Manager. This request must be filed within ten (10) days from the date of receipt of the General Manager's written decision. The hearing will be scheduled for a date and at a time mutually agreeable to both parties.

**6.10** If a hearing is held and a satisfactory settlement cannot be reached through the exercise of Section 6, paragraph 9, the Union shall notify the Company within forty (40) calendar days of the hearing set forth in Section 6, Paragraph 9 of their desire to pursue recourse through binding arbitration. If the Union did not request a hearing and a satisfactory settlement has not been reached, the Union shall within forty (40) calendar days of receipt of the General Manager's written decision to notify the Company of their desire to pursue recourse through binding arbitration. When binding arbitration is selected as recourse, the parties shall share equally for the cost of the neutral arbitrator, meeting site cost, court reporter and transcript.

**6.11** When binding arbitration is selected as a recourse, the parties shall share equally for the cost of the neutral arbitrator, meeting site cost, court reporter and transcript. However, if an individual elects to pursue a matter to arbitration without the Union's approval or consent, the Company and the individual will equally split the costs discussed herein.

**6.12** The Union or the employee must request the arbitrator's availability within forty-five (45) calendar days of the Operation Manager or representative's response, and the Union or the employee will be required to comply with Section 6.11. If the Union or the employee fails to timely request the arbitrator's availability, the grievance shall be deemed withdrawn and fully resolved. The intent of this paragraph is to promptly and timely resolve any issues or disputes between the parties.

The Arbitrator assigned to each grievance advanced to arbitration will be decided by a rotating panel of arbitrators. To create the panel, the Company and the Union will provide the other party with the names and contact information of ten (10) acting arbitrators (FMCS and/or AAA labor arbitrators with transit experience) for the other party's consideration. Each party will then select three (3) names from the other party's list. The two lists will then be placed in alphabetical order and assigned every other arbitration (Union selected arbitrators U1, U2, and U3 and Employer selected arbitrators C1, C2, and C3). The list will go U1, C1, U2, C2, U3, and C3. Once an arbitrator has been assigned, the case should not be moved or transferred to another arbitrator unless mutually agreed upon by the parties. After exhausting the list (with each arbitrator at least being assigned to a case), the parties must mutually decide whether to use the list again. If the parties cannot agree to use the list again, the parties must create a new list based on the procedure set forth above.

**6.13** The issues to be submitted to arbitration shall be limited to those set forth and defined in the original grievance, and the arbitrator's authority shall be limited to the determination of the issue or issues thus set forth. The arbitrator shall not have the authority to add to, modify or amend the collective bargaining agreement.

**6.14** If a specified period has elapsed and the grievance has not been carried to the next step, it shall be considered forfeited. Any extension of the time limits as described in this section shall be by mutual agreement. In computing time periods as fixed in this section, Saturdays, Sundays and holidays are excluded.

**6.15 EXPEDITED ARBITRATION:** Upon mutual agreement between the Company and the Union any grievance appealed to this procedure shall be confined to a disciplinary action of thirty (30) days of suspension, or less. Also, any grievance appealed to this procedure shall not involve a novel problem and shall have limited contractual significance or complexity. The expedited arbitration procedure shall be conducted as follows:

1. The hearing will be informal.
2. No briefs filed or transcripts made
3. Hearing shall be completed in one day
4. If the arbitrator or the parties decide at the hearing that the issue involved is of such complexity or significance that it requires further consideration, the case shall be referred to the conventional arbitration procedure.

5. The parties will not be represented by counsel.
6. If either party requests, there shall be a fifteen (15) minute recess before closing argument.
7. The arbitrator may issue a bench decision.
8. Expedited arbitrations shall not be cited as precedent.
9. If the arbitrator decides not to issue a bench decision, within forty-eight (48) hours after the hearing concludes the arbitrator will render a decision and may include a brief written explanation.
10. The decision whether a bench decision or a written decision will be final and binding. The parties will join in selecting a panel of arbitrators to serve the expedited arbitration procedure. The number so designated will be sufficient in number to insure the intended functioning of the procedure will be carried out. The arbitrator panel will be assigned cases on a strict rotation system. An arbitrator designated to hear a case shall arrange a date for the hearing not more than ten (10) days after notification of assignment to the case. If the designated arbitrator is not available to conduct a hearing within the established time frame, the next panel member in the rotation system will be notified. This procedure of assignment will be conducted until an available arbitrator is obtained. The parties may agree to select a single arbitrator to hear and rule on all cases listed above. When using Expedited Arbitration, the cost of the arbitrator and meeting site will be shared equally by the parties.

**6.16** The parties hereby consent and provide the National Labor Relations Board (NLRB) permission to defer every NLRB charge, which alleges a violation of Section 8(a)(1), (3) and/or (5) of the National Labor Relations Act, to the parties' grievance and arbitration provisions of this Agreement. Accordingly, the arbitrator selected pursuant to the terms of this Agreement is explicitly authorized to decide and instructed to consider the underlying statutory issue(s) raised in the deferred NLRB unfair labor practice charge(s). This applies not only to cases involving Section 8(a)(1) and (3) discipline and discharge, but also to (i) other Section 8(a)(1), (3) and (5) conduct cognizable under the parties' contractual grievance procedure and (ii) Section 8(a)(5) refusal to bargain allegations. While the selected arbitrator will not be required to conduct a "detailed exegesis" of Board law, the arbitrator must specifically address and rule upon the deferred statutory issues so it is clear that each statutory issue was considered and decided by the arbitrator. Sections 8(a)(1), (3) and (5) refers to 29 U.S.C. § 158(a)(1),(3) and (5).

## **Section 7 – Union Security**

The following paragraphs are agreed to, subject to obligations and limitations of laws:

**7.1** During the life of this Agreement, all present employees covered by the terms of this Agreement shall remain members in good standing in the Union as a condition of continued employment.

7.2 The Company may employ new employees who are not members of the Union, provided such new employees shall possess membership as a condition of continued employment on and after the ninetieth (90th) day following establishment of seniority, providing the probationary period has not been interrupted by extended illness or leave of absence of more than five (5) consecutive working days. If there is an interruption there will be an extension made to fulfill the 90-day requirement.

7.3 In the event a new employee fails to apply for membership in the Union within ninety (90) days after his establishment of seniority or fails to maintain his membership in the Union as required by Section 7.1 of this Agreement, the Union may give the Company written notice of this fact and within five (5) days after receipt of said notice the Company shall terminate the employment of said employee.

7.4 The Company agrees to deduct from the pay of each employee covered by the terms of this Agreement who authorizes in writing and maintains such authorization with the Company for such deduction, all Union dues, initiation fees and assessments as may be levied by the Union against such members. The Company shall remit such deductions once each month to the Secretary Treasurer of the Union.

7.5 The Union agrees to indemnify and hold the Company harmless including the cost of attorney's fees regarding any claims made by any persons against the Company under this union Security Section 7.

7.6 No employee shall be discharged because of his membership in the Union.

7.7 The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 1309 to newly hired employees for a maximum of thirty (30) minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

## **Section 8 – Probationary Period**

8.1 The probationary period of a new, full time employee shall be ninety (90) days from the date he completes training.

8.2 The probationary period of a new, full time employee, hired when he has been working as a part-time employee, shall be sixty (60) days from the date he is placed on the Company payroll as a full-time employee.

8.3 The probationary period of a new part-time employee shall be ninety (90) days from the date he completes training.

8.4 If the probationary period has been interrupted by extended illness or leave of absence of more than five (5) working days, there will be an extension made to fulfill the ninety (90) day requirement.

**8.5** During all ninety (90) day probationary periods, the Company may, at its discretion, discharge any such employee without recourse through the grievance and arbitration procedure by the employee or the Union. However, part-time employees who have passed their ninety (90) day probationary period and are hired as a full-time employee shall have recourse through the grievance and arbitration procedure, for discharge or any matter pertaining to the interpretation of application of the terms of the Agreement. Employees who have passed their probationary period cannot be terminated after seven (7) years of employment due to falsification of facts on their employment application.

**8.6** The Company, at its sole discretion, may extend the ninety (90) day probationary period for one (1) fifteen (15) day period to allow for an additional adjustment period. Any further extension must be mutually agreed to between the Company and the Union. Any employee whose probationary period is extended as specified above will have recourse through the grievance and arbitration procedure set forth in Section 6. No extensions shall be made for sixty (60) day probationary periods.

## **Section 9 – Seniority**

**9.1** There shall be one (1) Company master seniority list embracing all full-time employees of the Company. Date of Company seniority shall be the date an employee is hired by Transdev Services Inc. or the date of hire with prior contractors of the El Cajon operation if employed by Transdev Service Inc. on January 28, 2007. The purpose of the above list is to determine the length of service for computing the amount of wages and benefits.

**9.2** There shall be two (2) seniority lists, for bidding purposes, embracing all drivers of the Company covered by the bargaining agreement:

- A.** Full-time drivers
- B.** Part-time drivers

An employee in training shall not establish seniority or be eligible to bid or be given any assignment or work any solo run or shift until all training has been completed. The Company shall supply the Union with separate lists of all full-time and part-time drivers, showing the date they pulled their first solo run, assignment or shift. Further, the Union will be provided seniority lists at the beginning of each calendar month.

**9.3** A driver's place on said bidding seniority list shall be determined as follows:

- A.** The date of establishing bidding seniority shall be the date that employee works first solo run, assignment or shift, as a full-time employee.
- B.** If two (2) or more employees in the same classification seniority begins on the same date, said employees' places shall be the order of the drawing of their names by lot in the presence of said employees.

**9.4** Employees accepting a position outside the bargaining unit will have a probationary period not to exceed ninety (90) days, after which they will lose all rights to return to their former classification within the bargaining unit.

**9.5** The order in which full-time employees make their choice of work shall be determined by their respective seniority in that classification.

**9.6** Employees seniority shall be terminated by:

1. Quitting
2. Discharge
3. An employee who, due to a non-industrial disability, is continuously absent from his regular duties for the following periods shall be deemed to have resigned and will be terminated:

Years of service	Length of absence
Less than 3 years	1 year
After 3 years	18 months

Unless otherwise agreed in this Agreement, employees will be fully responsible for one hundred percent (100%) of their premiums if they are absent due to a non-industrial disability, which exceeds ninety (90) calendar days.

**9.7** Any reduction of employees shall be according to inverse seniority. All part-time drivers will be laid off prior to the lay-off of any full-time driver. Whenever there are any vacancies and before any new employees are employed, employees who have been laid off and who hold seniority shall be called back in the order of their layoff; in other words, in the case of vacancies, the last employee laid off shall be the first called back; provided however, that any such employee fails to report within seven (7) days from the date the Company mails a notice to report, by registered mail, addressed to his last address known to the Company, the employee shall lose his right to be recalled hereunder. A copy of said notice to be mailed to the union.

**9.8** Employees who have heretofore entered or who hereafter during the life of this agreement enter the Armed Forces of the United States for the duration of a National Emergency, will regain all seniority privileges and dates with the Company, if they return to work with the Company within ninety (90) days of their discharge from the Armed Forces of the United States and are qualified to perform such work.

**9.9** Upon returning to work as provided above, all such employees regaining seniority will be eligible for any bid for which they are qualified and to which their seniority and qualifications would have entitled them had they remained in the continuous employment of the company during such absence. Any employee being displaced under this paragraph will have twenty four (24) hours to exercise his seniority in that classification or be placed on the extra board or on furlough. This does not permit any employee to bump another employee.

**9.10** This clause is open for revision and negotiation if national legislation is passed requiring the draft of men or women for work of any nature outside of the Armed Forces of the United States.

**9.11** Transdev Services Inc. agrees to recognize the dates of hire established by the predecessor employer.

**9.12** When an employee in the bargaining unit is promoted from or returns to the bargaining unit, the Company shall notify the Union in writing of the date of such promotion or return.

## **Section 10 – Bidding**

**10.1** Regular runs shall be posted on the bulletin board for bid at least three (3) times per calendar year. However, no bid shall exceed four (4) calendar months duration provided, however, if new service is to be added within thirty (30) days or less of a required bid an extension will be mutually agreed upon between the Union and the Company. Seniority shall prevail in the bidding process. The Company may post runs more frequently as changes in service may require, however, if there are two (2) months or more remaining of a general bid when additional or new service is added, there shall be a new general bid. If two (2) months or less remain of a general bid, the above service shall be worked by the extra board. If more than two (2) weeks remain of a bid, the above service shall be posted for bid by Extra Board Drivers only. If two (2) weeks or less remain of a bid, the above service shall be assigned to the Extra Board on a rotating basis for the remainder of the bid. An Extra Board operator bidding a new or vacated run shall work the same for sixty (60) days and shall not be eligible to relinquish his run or bid again during that time, except at a general bid. The trading or swapping of runs is prohibited.

**10.2** All regular runs and the driver's seniority lists will be posted on the bulletin board at least five (5) days before bidding commences. The Union will be sent a copy via e-mail of the run-cut, bid and seniority list at least five (5) days before the bid.

**10.3** Bidding shall be conducted by the company, and the company shall be responsible for the recording of all bids. A union representative will be present during the bidding process. The Company will provide the union with a phone roster prior to the bidding. The Company will provide additional support personnel as needed. The bid must be completed a minimum of seven (7) business days prior to the effective date of that bid. The bidding process will take place over a one (1) day period. If an operator is not present at the time of bidding but has submitted a signed bid slip, the company representative or Union representative may choose a run for said operator based on the signed bid slip. In the event said operator is not present and has not left a choice with the company representative, the Union representative will not choose on the Operator's behalf. The Union representative will be given the same 3 minutes afforded to other Bus Operators to contact the Operator to get their selection. After the 3 minutes have elapsed, the bid process will move on to the next Operator on the list. Any driver not bidding or not submitting a bid slip with an adequate number of choices will be passed but may bid later during the remaining bid times. Any driver not bidding during the bidding period will be allowed to bid on any unbid work in seniority order done by bid slip and due no later than 12pm the following Thursday. After this time any operator not bidding will be assigned a bid line. These assignments will be made in seniority order. If there are insufficient bid lines to assign to non-bidding drivers, those drivers who do not bid during the general bid and who remain unassigned at the end of bidding will be assigned to the extra board and assigned work daily by the dispatcher until such time that the



employee bids an open piece of work. All new full-time operators must bid on any open bid lines upon graduation of training, or they will be assigned a bid line upon graduation.

**10.4** Bids will be accepted only on the bid form provided by the Company. The order of choices must be clearly indicated and the form must be signed by the driver or Union Representative bidding for that driver.

**10.5** Any operator on vacation, leave of absence, extended illness or injury shall leave notification of where to be contacted with the dispatcher. Operators not leaving such notification shall, in the event of a general bid, be passed, unless said operator has left a signed bid slip with another employee, union officer or union representative. Upon the return of said operator not complying with the above he shall be allowed to bid open work on the open run board or he shall work any assigned work. All operators must be able to work the first day the new bid goes into effect to be allowed to bid. In addition, drivers on extended illness or injury must provide medical evidence of their ability to return to work during the first thirty (30) days of the new bid to be allowed to bid.

**10.6** The Company will furnish the Union a copy of the classification seniority list, bidding schedule and run sheets at the time the bids are posted in accordance with Section 10.2. The Company will furnish the Union the results of a general bid within ten (10) days' time after the bidding has been completed. The Company will also furnish the Union with any schedule changes between the general bids.

**10.7** An operator who by choice bids, is assigned or bumps a run that would put him into a violation of the eight (8) hour minimum rest law will be withheld from the new assignment until proper rest has been accomplished. At that time, the operator will pick up the new assignment at the regularly assigned relief point. In such cases the operator will be paid only for the actual time worked.

**10.8** All new work consisting of thirty-two (32) hours or more within five (5) days that can be made into a regular run will be posted for bid.

**10.9** All new work being posted for bid will be posted no later than the Monday preceding the effective date of the new work. Prior to the awarding of the work to the successful bidder it may be covered with full-time extra board drivers then by part-time extra board drivers in that order. Any permanently open or vacated work shall be available for bid by all operators on a seniority basis. Any operator who successfully bids a new assignment shall work the same for the remainder of the general bid. The relinquished assignment shall then be posted for bid on the following Monday.

**10.10** All work that becomes open because of a temporary vacancy or otherwise (including sick, leave of absence or vacation) will be posted for bid by 11:00 A.M. on the Monday prior to the 1st Sunday of the week of the anticipated vacancy, to be bid on by full-time extra board operators only. All bids must be submitted no later than 1:00 P.M. the following Tuesday. By Wednesday at 8:00 A.M. the Company shall post a list of the successful bidders. The successful bidder shall work the run for the entire period effective that Sunday. The successful bidder shall not be eligible to bid on any other temporarily vacated work. By Wednesday at 8:00 A.M. the remaining work

shall be posted to be bid on by full-time volunteers only. All bids must be submitted no later than 1:00 P.M. the following Thursday. By Friday at 1:00 P.M. the Company shall post a list of the successful bidders. In the event there are no full-time extra board or volunteer drivers available to fill the vacancy the work may be filled by part-time extra board drivers on a day-to-day basis until there is a full-time extra board or volunteer driver available to fill the work. If any open work still remains, the work will be assigned in inverse order. No full-time extra board driver will be assigned the same run for longer than one week, unless that run is the only run available.

**10.11** Once established, relief points cannot be changed (except for emergency situations) for the period of a general bid unless by mutual agreement.

**10.12** On holidays, all work shall be considered open and shall be filled as follows: All available holiday assignments will be posted for bidding by seniority no later than 1:00 P.M. on the Monday prior to the Sunday of the week of the holiday. All holiday bidding will be done by proxy bid only. Proxy bids must be submitted any time after the available work has been posted, up to the closing of the bid at 1:00 P.M. on the Thursday of the week before the holiday. The results of the bid will be posted no later than 1:00 P.M. on the Friday of the week before the holiday. When awarding holiday work bids, the seniority order of assignment shall be full time operators first then followed by part-time operators. Work still unfilled after the completion of this bid will be filled by inverse seniority, first to part-time operators, then to full-time operators. Any full-time operator not bidding or not being assigned work in the above manner will have the holiday off with pay.

**10.13** An employee may sign up to voluntarily work on his scheduled days off. Unfilled work will first be assigned to full time Extra Board operators then offered to those full time employees who volunteered to work their scheduled days off, then to any full-time operators that have placed their names on a “call-me” list, in seniority order, then to part-time operators, before work will be assigned to full time employees in inverse seniority order.

**A. Filling Open Runs:** All known open work for the next week will be posted by 1:00 PM Monday. Anyone wishing to work their day off must have a “Volunteer to Work Day Off” slip turned in by Thursday at 1:00 P.M. When there are more volunteers than open work, day off drivers will be assigned work on a “last-day off-worked” rotating basis. For example, if on a given day there are 11 operators wishing to work their day off and only 6 runs to cover, work will be assigned to the 6 operators with the longest time passed since they last worked their day off. The remaining 5 will be placed on the “call-me” list to be called and offered work if more work becomes available. Filled work will be posted on Friday at 1:00 PM. If an operator has an assignment, it is their responsibility to check the posted sheet. Any “Volunteer to Work Day Off” slips received after 1:00 PM on Thursday will be placed on the “call-me” list and assigned work on a first come, first serve basis.

**B. Reverse Order:** If there is any open work after Thursday and no volunteers then the dispatch may be forced to utilize reverse seniority order to cover open assignments based on the following method:

Operators will be assigned on a rotating basis. For example, if there are 11 operators off on Thursday and the bottom two are assigned runs, the next Thursday that reverse seniority must be

used the dispatcher will begin with the third person from the bottom of that list. The rotational calendar will be reset to the bottom of the seniority list at the beginning of each month.

**C. Extra Board Operators:** Any EB operator who does not already have an assignment must call into dispatch by 4:00 PM for their assignment for the next day.

**D. Sick or Early Out:** Any operator who is out sick or left early must call dispatch to let the dispatcher know if they are going to be in the next day. Anyone failing to call in may lose his or her assignment. The operator may be assigned to any other open work. Assignment sheets from the preceding fourteen (14) days shall be available at the dispatch window for driver inspection.

**10.14** The dispatcher who makes such calls shall keep a log of all operators called and responses received.

**10.15** Work week will be:

- A. Five (5) days up to eight (8) hours per day OR
- B. Four (4) days up to ten (10) hours per day

Overtime (time and one-half) shall be paid for all hours more than forty (40) per week.

## **Section 11 – Run and Time Requirements**

**11.1** All bid lines will contain at least thirty eight (38) hours pay time

**11.2** Seventy five percent (75%) or more of regular runs shall contain two (2) consecutive days off.

**11.3** In addition to driving time, the following pay allowances shall prevail:

- A. All Bus Pull Outs from the division yard or from a park out yard (i.e. Campo, Borrego, Boulevard, etc.)– 15 minutes
- B. Relief at commencement of run or assignments – 5 minutes
- C. Turn in at the end of run or assignment – 5 minutes Pull-out, relief, check in time, and time to complete mandatory reports shall be included in working time and will be used to calculate the weekly pay time.

**11.4** All travel time, in making reliefs or being relieved, shall be made by Company vehicle, walking, or public conveyance.

**11.5** Travel time allowance established by the Company shall be paid at the applicable rate of pay and shall be used for calculating overtime.

**11.6** The Company will minimize the split time to no more than three and a half (3.5) hours between pieces of a split run. A split run is a paddle that has two pieces of work that are separated by an off-duty, unpaid time other than a meal period. All pieces of work must start and stop at the division. To the maximum extent possible and consistent with economic operations and contractual service obligations, sign-off will be no more than thirteen (13) hours spread after initial sign-on with the exception that 50% of the daily assignments have a spread time of no more than twelve (12) hours.

**11.7 The following percentages must be observed in the establishment of regular runs:**

A minimum of seventy percent (70%) of bid lines must contain straight runs only. Straight runs include runs that incorporate no more than a one-hour unpaid meal period, and at least one ten-minute paid rest break for every four hours of work, or major fraction thereof.

**11.8 Extra Board Provisions:**

**A.** Extra board drivers shall work regular drivers run and tripper, if any, under the same overtime provisions as does the regular driver.

**B.** Extra board drivers shall receive a minimum of four (4) hours pay time for reporting on day off.

**11.9** Extra board drivers are full-time employees and shall receive 38 hours guarantee in pay time per week. Extra board drivers may be assigned any available open run or shift. The purpose of the extra board is to enable the Company to provide reliable and uninterrupted service. All work other than regular bid in runs shall be assigned to the extra board drivers, secondly to part-time drivers and thirdly to drivers who have submitted a day off will work slip.

**11.10** A regular run posted for bid shall have ten (10) hours between the completion of one (1) day's work and the commencement of the next day's work except as provided for in Section 11.6.

**11.11** Work that has been bid by a regular operator that becomes open for a period of one (1) week or less shall be assigned to an extra board operator in its entirety, except that regular runs not filled on the day they are to be operated, due to miss-outs, sickness or unforeseen situations may be given in whole or in part to extra board operators.

**11.12** Employees shall be provided with an unpaid meal period no longer than one (1) hour when their shifts exceed six (6) hours of work. The Union and the Company agree that the meal period needs to begin between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of the start of the employee's shift. If an employee does not commence a scheduled meal period within six (6) hours of the start of their shift, the employee shall be entitled to be paid for one (1) hour at that employee's regular hourly rate of pay, provided that any claim for the denied meal period must be made in writing to the appropriate supervisor. When an employee's route, schedule or assigned work for the day requires more than six (6) hours of work and, in the sole judgment of the Company the nature of the work prevents the employee from being relieved of all duty for a 30-minute meal period, the Union and the Company agree that the employee shall be provided an on-duty meal period that will be paid by Company.

The Parties agree that the provisions of this section satisfy the requirements of section 512 of the California Labor Code and Industrial Welfare Commission Wage Order No. 9 regarding the provision of meal periods. The Union and the Company also agree that if an employee works no more than six (6) hours for the day, the meal period shall be waived pursuant to Labor Code Section 512. Additionally, the Parties agree that any employee that works more than ten (10) hours, but no more than twelve (12) hours for the day, need not be provided a second meal period pursuant to Labor Code Section 512.

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

### **Section 12 – Vacation**

All Vacation benefits remain as currently administered and until otherwise negotiated.

<b>Year 1</b>	<b>40 hours</b>
<b>Years 2-4</b>	<b>80 hours</b>
<b>Years 5-9</b>	<b>120 hours</b>
<b>Years 10+</b>	<b>160 hours</b>

**12.1** The vacation schedule for the following year shall be posted by November 1, and offered for bid by November 10, with bidding completed by November 30. Each operator will be allowed one bid in seniority order, during which time the operator may bid part or all of his or her vacation. Vacation must be bid in full week increments and must start on Sunday and end on Saturday, including scheduled days off, and all vacation must be bid at the annual bid. Vacation may not be carried over to the next year. If an operator fails to bid as scheduled, the operator will have temporarily forfeited his or her privilege but shall be permitted to bid immediately upon request (at the beginning of the next day) but may not be permitted to bid any period already signed for.

There shall be a total of seven (7) vacation slots available on any single day; however, the Company agrees to make five (5) of the seven (7) slots available as part of the weekly bids done in November. Any slots remaining (at least two) can be used for daily vacation. Daily vacation must be requested at least fourteen (14) calendar days in advance but no more than ninety (90) calendar days in advance. Fourteen (14) days prior to the vacation day the Company will notify the individual or individuals who will receive the daily vacation, which will be done based on seniority.

Employees wishing to keep daily vacation selections must not bid one of his/her weeks of vacation open and not bid in November during the vacation bid. Employees may only use up to five (5) daily vacation days a year.

## **Section 13 – Holiday Pay for Full Time, Post-probationary Employees**

**13.1** The following holidays shall be observed:

New Year's Day  
President's Day  
Memorial Day  
Labor Day  
Independence Day  
Christmas Day  
Thanksgiving Day

**13.2** When bidding for Holiday runs you must have ten (10) hours off before and after the run you bid. All holiday work not bid in will be assigned in inverse seniority.

**13.3** On each of the above listed Holidays each employee will receive eight (8) hours holiday pay at their current rate of pay.

**13.4** To qualify for this pay, the employee must complete his assignment on his last scheduled workday preceding and his first scheduled workday following a holiday; regardless of whether the holiday falls on a scheduled-on duty day, off duty day, or while on vacation or personal leave; provided, however, an employee who misses out on a holiday which is one of his regular work days, and does not work the holiday, shall have no claim for the eight (8) hours of holiday pay.

## **Section 14 – Sick Leave**

The Company maintains a position of compliance with San Diego's Earned Sick Leave and Minimum Wage Ordinance. Pursuant to this ordinance, the Company is mandated to provide forty (40) hours or five (5) days of paid sick leave to its employees per year. El Cajon Division provides all Company employees with an amount of paid sick leave that meets the mandatory minimum requirement of forty (40) hours or five (5) days per year. All Company employees are awarded a front loaded amount of Earned Sick Leave in the amount of forty (40) hours or five (5) days pursuant to Section 14 – Earned Sick Leave of this Agreement. These forty (40) hours or five (5) days of sick time awarded on their hire/anniversary date of each year are usable in accordance with the provisions of San Diego's Earned Sick Leave and Minimum Wage Ordinance. Employees can roll over up to sixty (60) hours of unused sick leave a year, but no employee can have more than one hundred (100) hours of sick leave at any one time.

### **Notice and Posting**

The poster prepared by the City of San Diego regarding entitlement to and usage of Earned Sick Leave will be posted at a central location at the facility where employees can easily read it. This notice will be posted in English, Spanish, and any other language for which San Diego regularly provides translated ballots if spoken by at least 5% of the Company's employees at the El Cajon location.

Every employee will be provided with a statement that provides notice to the employee that at least forty (40) hours or five (5) days of their total sick leave may be used as Earned Sick Leave per year as required by San Diego's Earned Sick Leave and Minimum Wage Ordinance. This notice will include the amount of leave available and will inform employees of their rights under the law. Employees will sign and date an acknowledgement of receipt and review verifying that they have received this notice.

### **Record Keeping**

The Company will keep records of use and accrual/award of Vacation leave that may be used as Earned Sick Leave spanning a period of three (3) years.

### **Use of Earned Sick Leave and Sick Leave**

All employees will be awarded forty (40) hours or five (5) days of Earned Sick Leave on their hire/anniversary date of each year. In accordance with San Diego's Earned Sick Leave and Minimum Wage Ordinance, these forty (40) hours or five (5) days may be used as Earned Sick Leave per fiscal year in accordance with the guidelines outlined below.

An employee may begin using Earned Sick Leave on his/her ninetieth (90<sup>th</sup>) calendar day following the employee's commencement of employment. Current employees may begin using Earned Sick Leave immediately after it is awarded. An employee using Earned Sick Leave will be compensated at the same regular rate of pay for the work week in which the employee uses the Earned Sick Leave, including any applicable overtime hours worked. An employee may use Earned Sick Leave at an increment of no less than two (2) hours at a time. An employee may not use more than one hundred (100) hours of Earned Sick Leave in a year. An employee will not be compensated for unused total sick leave upon the employee's termination, resignation, retirement, or other separation from employment.

An employee's unused Earned Sick leave will be reinstated if the employee is rehired by the Company within six (6) months from his/her previous separation from the Company.

An employee may use Earned Sick Leave for any of the following reasons:

- The employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the Employee.
- The employee's absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the Employee.
- The employee's absence is for other medical reasons, such as pregnancy or obtaining a physical examination.
- The employee is providing care or assistance to a family member, with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition.
- The employee's absence is for the employee's use of safe time.

- Safe time is time away from work that is necessary due to domestic violence, sexual assault, or stalking, provided the time is used to allow the employee to obtain for the employee or employee's family member one or more of the following:
  - Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual assault, or stalking;
  - Services from a victim services organization;
  - Psychological or other counseling;
  - Relocation due to the domestic violence, sexual assault, or stalking; or
  - Legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual assault, or stalking.
- The Company is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or childcare provider is closed by order of a public official due to a public health emergency.

An employee must provide the Company with reasonable advance notice of the employee's intent to use Earned Sick Leave seven (7) days before the employee plans to use Earned Sick Leave should this need be foreseeable. Where the need is not foreseeable, the employee must provide the Company with notice of the need to use Earned Sick Leave as soon as is practicable but not later than one (1) hour before that employee's scheduled shift start time.

Should an employee require more than three (3) consecutive workdays of leave, the employee must provide the Company with documentation from a licensed Health Care Provider indicating that there is indeed a need for the amount of Earned Sick Leave taken.

An employee will not be subjected to any adverse employment action, including reduction of work hours, by the Company for any absence that qualifies as earned sick leave provided that the employee complies with the notice and documentation procedures outlined in this section, does not exceed the up to one hundred (100) hours of Earned Sick Leave required by law, and the absence is for a reason that permits the use of Earned Sick Leave.

The Company agrees to comply with any future changes in Local, State or Federal law regarding Sick Leave.

## **Section 15 – Health & Welfare**

**15.1** For purposes of determining eligibility for health and welfare benefits, all work of thirty (30) hours or more per week shall be considered full time.

**15.2** New full-time employees will be eligible to enroll in the Health and Welfare Benefit Program (medical, dental, and vision) with benefits beginning on the first of the month following completion of the probationary period. However, eligibility shall be made sooner if mandated by law.

**15.3** The Company will provide medical coverage for full-time employees through Company sponsored plans, and the Company and employees will split contributions for the Kaiser plans



based on a 70/30 split with the Company paying seventy percent of the premium and the employee paying thirty percent (30%) of the premium.

Company and employees will split contributions for the SIMNSA plans based on the following table:

<b>SIMNSA</b>	<b>Employer Contribution</b>	<b>EE Contribution</b>
<b>EE Only</b>	76% of premium	24%
<b>2-party</b>	50% of premium	50%
<b>Family</b>	50% of premium	50%

**15.4** The language/contribution schedules included in Section 15.3 will become effective the first of the month following an Open Enrollment. Such Open Enrollment will be conducted no later than 30 days following ratification of this agreement.

**15.5** No changes shall be made in their coverage unless such changes are applicable to the entire group.

**15.6** Notwithstanding the above, before any changes are made in the above referenced coverages, the Company shall notify the Union a minimum of thirty (30) days prior to any such change and meet with the union on such proposed changes.

**15.7** The Company, in recognition of the high cost of dependent health and dental insurance coverage, has established an IRS Section 125 Premium Plan, which allows employee contributions towards employer sponsored group insurance plans to be deducted from employees' earnings, pre-tax, thereby reducing an employee's taxable income and thereby reducing the amount employees pay in federal, state and FICA taxes.

**15.8** To be eligible for Health and Welfare Benefit coverage the full-time employee must enroll no later than prior to the last day of their probationary period, or in the open enrollment period of each year.

## **Section 16 – Commercial Driver License (CDL)**

**16.1** All drivers are required to have in their possession a valid Commercial Driver license (CDL), class B or higher, with passenger and Air Brakes endorsements, plus a current medical examiner's certificate, plus verification of transit training (VTT) certificate, while operating Company equipment. A Commercial Driver license is not valid unless accompanied by the above listed certificates.

**16.2** Licenses shall be renewed prior to the expiration date of the old license. Renewal is the sole responsibility of the operator except the Company shall pay the normal renewal fee. If the Company requires a D.M.V. print-out, it shall bear the cost.

**16.3** The original and renewal cost of any required Commercial Driver License, medical certificate, VTT Certificate and D.M.V. print-out for all employees shall be paid for by the Company.

**16.4** Suspension of less than one-hundred twenty (120) days of an employee's Commercial Driver License shall not constitute sole reason for discharge. Suspension of a driver's license shall result in suspension from duty, without pay, until the license is reinstated.

**16.5** The Company shall bear the entire cost of any physical examination to which an employee is required to submit by requirements of Federal or State Law or of the Company. The physical examination will be conducted by a licensed physician selected by the Company and the results of the examination mailed directly to the Company; however, notwithstanding the above, in the event an employee chooses to obtain his own bi-annual D.M.V. recertification physical examination from their own physician, and the cost of such examination charged by the Company specified physician is less, the employee shall be responsible for the difference in cost.

## **Section 17 – Leave of Absence**

**17.1** Leave of absence without pay, for good and sufficient reason, at the Company's discretion, may be granted to employees for a period not to exceed thirty (30) days in any one (1) year. No more than two (2) personal leaves may be granted in a three (3) year period. In exceptional cases, for good and valid reasons, this period may be extended or additional leave granted by mutual consent between the Company and the Union.

**A. Personal Leave:** In the event of an emergency or hardship which would cause the employee to miss work for an extended period. Said leave shall not simply be used for personal convenience, seeking employment and/or performing work for another employer or vacation. Requests for personal leave must be made in writing in advance.

**B. Medical Leave:** In cases of proven serious illness or injury and when such illness or injury will result in an extended absence more than twenty-one (21) calendar days, requests must be made to the General Manager in advance (except in emergency situations), in writing and be accompanied by proper verification from a physician. Prior to returning to work, the employee will provide a Doctor's release to duty at no expense to the Company. The Company may require an additional evaluation. A form will be provided by the Company, to be completed prior to the employee returning to work. Such additional evaluation shall be at the Company's expense and the Company may select the Dr. for such evaluation. Employees returning to work under the provisions of this section MUST notify the Company no later than 2 PM on the day before the employee wishes to return to work.

**17.2** Leave of Absence, with pay, shall be granted for the following reasons:

**A. Bereavement Leave:** Upon the death of the employee's spouse, child, step-child, mother, father, brother, sister, current mother-in-law or father-in-law, grandparent, grandchild, brother or sister of the employee's current lawful spouse or registered domestic partner or their parents shall be granted three (3) days off with pay to attend funeral. In the event the funeral service is more than 250 miles away from the employee's residence (one way), employees shall be granted four (4) days off with pay to attend the funeral. Employees will be required to provide proof of the death of the relative. Pay for such bereavement leave shall be computed at eight (8) hours at the straight time rate of pay, per day. Additional bereavement is subject to the approval of the Operations Manager and if granted, will be provided without pay. When a death in the family occurs within a vacation period an appropriate extension of leave with pay will be made. When a holiday falls during a bereavement leave an additional day will be allowed with pay.

**B. Jury Duty:** An employee required to complete Jury Duty shall be granted time off work for this purpose. Employees must immediately notify the Company upon receipt of Jury Duty notice and must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs. Employees shall be paid up to and including ten (10) working days of Jury Duty. Pay for employees under the terms of this section shall be:

**1.** Full-time non-probationary employees shall be paid lost run time pay times the number of day's employee would have received had he not served. No employee shall suffer a loss of pay for serving on Jury Duty. Employees receiving pay under the terms of this section will be paid their regular pay minus the Jury Duty allowance.

**2.** Full-time extra board drivers shall be paid the average number of hours worked the previous two weeks, divided by the number of days worked to arrive at a daily average. No extra board driver shall suffer a loss of wages due to serving on Jury Duty. Extra board drivers will be paid their regular pay minus the Jury Duty allowance.

**17.3** Any employee elected or appointed to a full time position in the Union shall be given a leave of absence for the duration of his term of office, which period may be extended not to exceed thirty (30) days upon official written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority rights, privileges or benefits and at the current rate of pay, and shall requalify on his own time but shall not be subjected to a stricter procedure than required of other employees who re-qualify.

**17.4** Upon forty-eight (48) hours' notice by the Union President or Vice-President, officials of the Union, shop stewards or members appointed to serve on a committee shall be granted time off work for Union business. When any employee is signed off to conduct union business, the Union shall pay for their lost run time.

**17.5** For the previous two (2) paragraphs, business of the International Union shall be considered business of the Union.

**17.6** The Company will use the dues check off list to furnish the Union with a list of all Bargaining Unit employees entering and those leaving the service of the Company. This list shall consist of those granted a leave of absence, workers compensation and those who enter or return from the Armed Forces of the United States, using the actual leaving and return date. This list shall be in alphabetical order, showing the name and seniority date of each employee, and in the case of termination the list shall show the date on which the person was removed from seniority status using the following chart:

- A. New Hires: NH
- B. Termination: Term
- C. Leave of Absence: LOA
- D. Armed Forces: AF
- E. Workers Compensation: WC

**17.7** Any employee who accepts gainful employment while on leave of absence terminates his employment with the Company.

**17.8 Personal Leave:** Employees will not earn vacation while on leave.

### **Section 18 – Bulletin Boards**

**18.1** The Company will provide space at its facility for the Union to erect a bulletin board. This bulletin board will be for the exclusive use of the Union and will be maintained by the Union.

**18.2** Material posted on the Union bulletin board must be approved by Local 1309, and shall be confined to formal notices of official Union business, and recreational or social events of the Union. Posting not on Union letterhead shall be initialed and dated by the Union President/Business Agent or his duly authorized representative. The Union shall not post or distribute any other notices, pamphlets, advertising, or other kinds of literature on Company property.

### **Section 19 – Part-Time Employees**

**19.1** A part-time employee is an employee who:

- A. Is not available to work all assignments or shifts or
- B. Regularly works less than thirty (30) hours per week

**19.2** The number of part-time drivers employed by the Company shall be limited to ten percent (10%) of the full-time drivers. In addition, the Company may add up to five percent (5%) of the part-time percentage with mutual agreement between the Union and the Company. No full-time driver will be laid-off while part-time drivers are employed.

**19.3** Part-time employees will be allowed to accrue company seniority for use should they become full-time. This seniority will accrue at the rate of one (1) years seniority for every 1900 hours worked. This accrued seniority can only be used when the employee goes from part-time status to full-time status.

**19.4** Part-time employees will not be eligible to participate in any benefit program except as set forth in 19.3

**19.5** Part-time employees that are scheduled to work, report as scheduled and work as required shall receive a minimum of two (2) hours pay per day at the straight rate time.

**19.6** The Company shall have the right to place part-time employees in full-time positions based upon their seniority.

**19.7** When two (2) or more part-time employees have acceptable job performance and there is an open full time position, preference will be given for such employment based on the accrued seniority as defined in Section 19 paragraph 3.

**19.8** A part-time employee, as a condition of continued employment, must maintain Union membership on and after the ninetieth (90th) day following the date the part-time employee works his first solo run, assignment or shift.

## **Section 20 – General Provisions**

**20.1** Notices required to be served under the terms of this Agreement, unless otherwise specifically covered, shall be sufficiently served for all purposes herein by hand delivery or when mailed, postage prepaid, registered mail, return receipt requested, to the General Manager, Transdev, 544 Vernon Way El Cajon CA 92020, for service upon the Company, and similarly when mailed to the President of the Union, 7840 Lester Avenue Lemon Grove CA 91945, and the Post Office date of the date received by addressee on the return receipt for such notices shall be the controlling date for all purposes herein.

**20.2** The Company shall provide System Passes for employee's spouses and eligible dependents.

**20.3** The Union and the Company agree to meet quarterly to address any items of concern to all Union members that fall outside of the scope of this agreement. The purpose of such a meeting shall be to maintain an open dialogue and to resolve issues that affect all employees in a timely manner. Dates for each meeting will be mutually agreed to for each quarter. The Union and the Company will jointly develop an agenda for each meeting.

**20.4** The Company shall present copies of all complimentary letters and reports, with addresses and telephone numbers deleted to protect confidentiality, to the identified employee, except those pertaining to employment references. Should the employee wish to respond in writing, the Company will forward the response via U.S mail.

**20.5** Union members shall be permitted to wear one (1) Union pin, and designated Shop Stewards shall be allowed to wear their Shop Stewards Badge.

**20.6** Unless explicitly stated otherwise, nothing in this Agreement shall be construed as waiving any rights or protection granted to the Company, Union or any employee under any applicable Federal or State law.

**20.7** Waiver of violation of any provision of this Agreement by either party shall not constitute a waiver of any later violation of the same provision. Neither shall a waiver by either party of any condition of the Agreement constitute a waiver of the same right, upon notice, to require strict performance of the condition or provision thereafter.

**20.8** Regulation uniforms shall be supplied by the Company, and the type of regulation uniform shall be optional with the driver. Upon completion of training, the company will provide each employee with one full set of uniforms. A full set of uniforms is determined to be not less than:

- A. Shirts (5)
- B. Trousers (3)
- C. Belt (1)
- D. Jacket (1)
- E. Ties (2)
- F. Sweater (optional, not supplied by Company)
- G. Polo Shirt

Normal cleaning of uniforms is the sole responsibility of the driver. Each year on a driver's anniversary, the company shall provide the driver with a \$170 uniform credit to be used with the company's approved uniform vendor, to replenish uniform items that may have become worn out during the prior year, or to acquire other approved uniform items, at the driver's discretion. This credit will not carry over from one year to the next. Items acquired above the \$170 credit shall be the responsibility of the employee.

**20.9** Any article found on the bus or any MTS Facility or property must be turned in at the end of shift or run as soon as possible to the Company office as a lost article. An employee turning in a lost article to the Company office shall be given a descriptive, numbered and signed receipt for the same. An employee who finds a lost article bearing the owner's identification shall not contact the owner. If the property is less than \$100 in value and goes unclaimed after 14 days, the item will be donated, disposed of or distributed to the finder employee if so requested. If the finder employee does not pick up the item within 7 days, it will be donated or disposed of. If the property is valued at \$100 or more, the item shall be turned over to the nearest police department.

**20.10** On Union election days, the number of Transdev employees participating as ATU Local 1309 Election Committee Members relieved from duty at any one time shall be limited to two (2).

**20.11** The Company shall provide the Union with a copy of each policy bulletin at the time of issue.

**20.12** Employees shall be paid bi-weekly, the checks being made available as soon as possible but not later than 12:00 PM on Friday following the close of the pay period. Except that when a holiday falls on a payday Friday, paychecks shall be made available no later than 5:00 PM on Thursday prior to the normal Friday payday.

**20.13** All heaters, defrosters, windshield washers, wipers and air conditioners now installed shall be maintained in an efficient working condition.

**20.14 Life Insurance:** A \$20,000 term life insurance policy shall be provided and paid by the employer for full-time employees only. Effective January 01, 2014, a \$30,000 term life insurance policy shall be provided and paid by the employer for full-time employees only.

**20.15** The Company hereby agrees to honor contribution deduction authorization from its employees who are Union Members to ATU C.O.P.E. Payroll deduction authorization form to be provided by the Union. All monies deducted shall be forwarded to the Amalgamated Transit Union, AFL-CIO, Committee on Political Education, 10000 New Hampshire Avenue, Silver Spring MD, 20903 in check form, within thirty (30) days of deduction, along with an alphabetical list of those having made contributions and amount deducted. All deductions shall be voluntary. Deductions will not be accepted in amounts less than fifty (50) cents per pay period.

**20.16** The Company hereby agrees to honor contribution deduction authorization from its employees who are Union Members to ATU Contrib. Payroll deduction authorization form to be provided by the Union. All money deducted shall be forwarded, by check, made out to ATU Local 1309, within one-hundred eighty (180) days of deduction, along with an alphabetical list of those having made contributions and amount deducted. All deductions shall be voluntary.

**20.17** The Company shall provide an employee break area for use by the employees, if available.

**20.18 Accident Appeals Committee:** The grading of any accident for any member of the Bargaining Unit when operating a Company vehicle shall be by a Committee composed and governed in the following paragraphs:

**A.** The Union and the Company shall each appoint two (2) members. Elected Union Officers, and Company personnel involved in the investigation, grading or discipline connected with accidents, may not serve. The Company will appoint persons who have had experience in transportation. Compensation, if any, for the four (4) Committee Members will be borne by the party appointing such members.

**B.** The Union and the Company will jointly select an impartial fifth (5th) member, whose service, as well as any other cost incurred by the Committee, will be shared equally by the Union and the Company. The impartial member must be a person not connected with the Union or Company.

**C.** Testimony, when required, may be presented by the employee involved, by the Union, by the Company, through its Safety Supervisor or other representatives, and by witnesses, but subject to Paragraph (I).

**D.** Members of the Committee shall not be advocates for the positions of their appointing parties. Each member of the Committee shall act in an impartial and objective manner regarding interviewing witnesses, considering facts and rendering their votes.

**E.** The four (4) members of the Committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.

**F.** Under no circumstance will the nature of the vote be revealed nor will the impartial member reveal whether it was necessary for him to vote. The only information revealed will be the statement by the impartial member as to whether the accident is preventable or non-preventable.

**G.** The decision of the Committee shall be final and binding. There shall be no appeal from the Committee's decision.

**H.** Each party shall appoint alternate members of the Committee, to function in the event of absence, or in the event an accident involving one of the members is to come before the Committee.

**I.** No member of the Committee will contact witnesses who are not employees of the Company except by means of arrangements through the General Manager or his authorized representative.

**J.** It is recognized by the parties that the predominant purpose of the Company's requirement that a report be rendered after an accident is for defense or subsequent claims and/or litigation. However, for the secondary and limited purpose of aiding this Committee in arriving at a decision, if the accident report of a Bargaining Unit Employee is necessary in the opinion of the Committee, the Company shall provide such report. No copies of the report shall be made by any member of the Committee and after the hearing said report shall be promptly returned to the Company.

**K.** The National Safety Guidelines for determining motor vehicle accidents will be used by the Committee.

**20.19** All employees will be paid at least two (2) hours of pay for attendance at all safety meetings.

**20.20** The Company and the Union agree that the Employee Assistance Program provided under the Health Plan shall be maintained at the same level of coverage or greater for the term of this agreement. The EAP program shall be handled in the most confidential manner, and neither the Company nor the Union will be made aware of any information divulged to any representative of the EAP unless prior written authorization from the employee has been voluntarily provided to the EAP by the employee.

**20.21** The Company shall adopt the Amalgamated Transit Union 401(k) National Pension Plan and its governing trust agreement. Employees may elect to defer up to 20% of compensation, but not to exceed Plan's deferral limitations. The Company shall contribute into each employee's 401(k) plan account matching funds at the rate of fifty cents (\$.50) to the employee's contribution of \$1.00 (one dollar) up to three (3) percent of the participating employee's annual compensation.



## Section 21 – Driver Wages

	<b>Ratification</b>	<b>7/1/2024</b>	<b>7/1/2025</b>
<b>0-12 Months</b>	\$20.30	\$20.60	\$20.91
<b>13-24 Months</b>	\$20.45	\$20.86	\$21.28
<b>25-36 Months</b>	\$20.71	\$21.12	\$21.54
<b>36-48 Months</b>	\$21.01	\$21.43	\$21.86
<b>49+ Months</b>	\$27.00	\$28.00	\$29.00

The Company shall have the right to increase one, or all, of the wage rates listed in the wage tables at any time. The Company also may offer bonuses and incentives at any time.

Other than top pay, all other operators will receive wage increases starting on July 1 and on their anniversary dates. Operators with four or more years of service will only receive wage increases on July 1.

## Section 22 – No Strike-No Lockout

**22.1** During the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown, sick-out, sympathy strike, banner, work stoppage, or any other type of demonstration, or any concerted action of any kind that would interfere with operations, the Company’s business or any other facility or operation of the Company regardless of where the same may be situated or located during the entire term of this Agreement. The Company, however, will not require employees covered by this Agreement to cross a picket line which has been legally established by a labor union and sanctioned by the San Diego-Imperial Counties Labor Council. Any picket line established because of a grievance or dispute regarding the application or interpretation of this Agreement will not be considered legal. Any employee found guilty of participating in any strike, slowdown, sick-out, sympathy strike, banner, work stoppage, or any other type of demonstration, or any concerted action of any kind that would interfere with operations, the Company’s business or any other facility or operation of the Company regardless of where the same may be situated or located during the entire term of this Agreement (unless specifically authorized by this Section) will be subject to immediate discharge.

The Union agrees it will not honor or recognize any strike, slowdown, work stoppage, sympathy strike, banner or any other type of demonstration, or any concerted action of any kind that would interfere with operations, the Company’s business or any other facility or operation of the Company regardless of where the same may be situated or located during the entire term of this Agreement (unless specifically authorized by this Section). The Union also agrees it will immediately advise and instruct all employees covered by this Agreement not to honor or recognize any strike, slowdown, work stoppage, sympathy strike, banner or any other type of demonstration, or any concerted action of any kind that would interfere with operations, the Company’s business or any other facility or operation of the Company regardless of where the same may be situated or located during the entire term of this Agreement unless specifically authorized by this Section).

The primary purpose of this Article rests in the mutual desire of the parties to this Agreement to provide uninterrupted production, service, and delivery.

**22.2** During the term of this Agreement, there shall be no lockout of employees by the Company.

### **Section 23 – Separability**

**23.1** The parties agree that in the event any federal or state legislation is enacted that invalidates any portion of this Agreement and said portion becomes inoperable, the balance of this Agreement will remain in full force and effect as if the affected portion had not been a part of this Agreement. The parties further agree that should legislation be enacted, negotiation will commence within thirty (30) days to replace the invalidated provision with a provision that conforms to the newly enacted Law.

### **Section 24 – Full Understanding**

This Agreement represents the complete written Collective Bargaining Agreement between the parties in respect to rates of pay, wages, hours of employment and other working conditions which shall prevail during the term hereof. This Agreement cannot be modified, amended, added to, or subtracted from, except by mutual agreement between the Company and the Union.

### **Section 25 – Successors and Assignees**

**25.1** This Agreement shall be binding upon the successors and assignees of the parties and no provision, term or obligation contained in the Agreement shall be affected, modified or changed in any respect by the consolidation, merger, sale, transfer or assignment of either party.

### **Section 26 – Term, Termination, and Renewal**

**26.1** This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026 and shall automatically renew itself for periods of one year, for each succeeding year thereafter, unless either party gives written notice to the other party, at least sixty (60) days prior to the contract's expiration of such party's desire to terminate, amend, or modify the Agreement.

SIDE-LETTER

Transdev Services, Inc. and Amalgamated Transit Union, Local 1309 agree for the El Cajon Division to: (1) provide all employees with less than a year of seniority sixteen (16) hours sick of sick leave upon ratification of the 2023-2026 CBA and (2) provide all employees with a year or more of seniority eight (8) hours of sick leave upon ratification of the 2023-2026 CBA. This additional sick leave may be used under the terms of the collective bargaining agreement.

All existing employees will receive forty (40) hours of sick leave on their anniversary date, not on July 1. All new employees will have five (5) days of sick leave front loaded on their hire/anniversary date, not July 1.

TRANSDEV SERVICES, INC

ATU LOCAL 1309

DocuSigned by:  
*Mark Salisbury*  
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DocuSigned by:  
*Elena Daempfle*  
73FF756AEC3B44F...



Signature

Signature

Printed Name: Mark Salisbury Elena Daempfle

Printed Name: Duane Koslicki

Title: CHRO VP Finance

Title: President/Business Agent

Date: 11/16/2023 11/14/2023

Date: 10/31/2023

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signature of their authorized representative on the 31st day of October, 2023.

**UNION:**

 10/31/2023

Duane Koslicki, President/BA

**COMPANY:**

DocuSigned by:  
 11/9/2023

2EF2D209E309402...  
Mark Salisbury, Chief Human Resources Officer

DocuSigned by:  
 11/9/2023

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Elena Daempfle, Vice-President of Finance