

AGREEMENT  
BETWEEN

# Teamsters Union Local 542



AND

**First Transit**  
(Copley Park)

October 7, 2020 – March 31, 2023

**TEAMSTERS, CHAUFFEURS, STABLEMEN & HELPERS  
LOCAL 542**

**Affiliated with the International Brotherhood of Teamsters**

**GENERAL TEAMSTERS**

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OFFICE MANAGER/BOOKKEEPER:

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OFFICE PERSONNEL:

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# **Benefits**

## **Health and Welfare**

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## Contents

ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 - MANAGEMENT RIGHTS .....	1
ARTICLE 3 – NON-DISCRIMINATION .....	2
ARTICLE 4 - MANAGEMENT - UNION RELATIONS .....	2
ARTICLE 5 - UNION SECURITY .....	2
ARTICLE 6 - ACCREDITED OFFICERS .....	3
ARTICLE 7 - NO STRIKES - NO LOCKOUTS .....	5
ARTICLE 8 - PROBATIONARY PERIOD.....	5
ARTICLE 9 - GRIEVANCE AND ARBITRATION .....	6
ARTICLE 10 - ACCIDENT REVIEW COMMITTEE.....	8
ARTICLE 11 - WORKWEEK AND PAY ALLOWANCES .....	8
ARTICLE 12 - WAGES .....	10
ARTICLE 13 – 401(k) DEDUCTIONS .....	11
ARTICLE 14 – INSURANCE.....	11
ARTICLE 15 - SENIORITY .....	13
ARTICLE 16- BIDDING .....	15
ARTICLE 17 - BULLETIN BOARD.....	17
ARTICLE 18 – PERSONAL TIME OFF (PTO).....	17
ARTICLE 19- HOLIDAYS .....	19
ARTICLE 20 - TERMINATION OF TRANSPORTATION SERVICES CONTRACT	20
ARTICLE 21 - JURY DUTY AND COURT LEAVE.....	20
ARTICLE 22 – FUNERAL LEAVE .....	20
ARTICLE 23 - UNIFORMS.....	21
ARTICLE 24 - FAMILY MEDICAL LEAVE ACT.....	21
ARTICLE 25 - SAVINGS CLAUSE .....	21
ARTICLE 26 - COMPLETE AGREEMENT AND WAIVER.....	21
ARTICLE 27 – LEAVES OF ABSENCE .....	22
ARTICLE 28 – MISCELLANEOUS .....	22
ARTICLE 29 – DISCIPLINE.....	23
ARTICLE 30 – SAFETY.....	24
ARTICLE 31 – MEAL AND REST PERIODS .....	25
ARTICLE 32 - D.R.I.V.E .....	26
ARTICLE 33 - EXTRA BOARD DRIVERS.....	26
ARTICLE 34 - TERM OF AGREEMENT .....	28

## **ARTICLE 1 – RECOGNITION**

For the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment, First Transit, Inc., (Company) operator of its Paratransit transit services located at 7490 Copley Park, San Diego,, California recognizes the Teamsters Union, Local 542 as the exclusive bargaining representative for all full-time and regular part-time drivers, fuel/washers, mechanics and reservationists employed by the Company at its above stated facility, as set forth in the Certification of Representative in NLRB Case No. 21-RC-21089 and NLRB Case No. 21-RC-21095, dated February 18, 2009 and February 18, 2009 respectively.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

A. Except as otherwise specifically limited by this Agreement, the Company retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement.

B. The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

C. The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations, including its employee handbook, at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, the Company will discuss the change with the Union.

D. The relevant portions of the contract between the Company and its client under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of said contract or the directives of the customer, the relevant portions of said contract or the customer directives shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of the Company's contract to the Grievance and Arbitration provisions of this Agreement, nor shall anything in this Section be construed as granting any rights or authority to the union to negotiate any of the terms of said contract, this being the sole and exclusive right of the Company.

E. All employees of the Company are employed subject to the consent of the Company's Client. Should the client's consent be denied or withdrawn, the employee must be discharged. Such discharge shall be subject to the grievance provision but excluding

arbitration. Should the employee, if then qualified to perform another job within the bargaining unit and should an opening exist at that time, the employee may be placed in that position if the client does not specify otherwise.

### **ARTICLE 3 – NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees. The Company and the Union agree that there shall be no discrimination or harassment against any employee on the basis of sex, race, color, age, religion, or national origin, or disability for which with or without a reasonable accommodation the employee can perform the essential functions of the job.

### **ARTICLE 4 - MANAGEMENT - UNION RELATIONS**

The Company agrees that it will meet in good faith with the duly elected representatives of the Union from time to time in an attempt to resolve issues that may arise between the parties, subject to the limitations of Article 26 - Complete Agreement and Waiver.

The Union, the Company, and its employees agree that all employees will conform to the rules and regulations of the Company; that they will comply with the instructions and directions of the officials, managers, and supervisors over them; that they will operate their vehicles carefully and with the utmost regard at all times for the care of the equipment, the safety of themselves and of the passengers and the public in general; that they will at all times give the riding public courtesy and respectful consideration and treatment, and that they will protect the property of the Company and promote its interest.

Employees of the Company and officials of the Union shall, in all matters pertaining to this Agreement, take into consideration that the transportation business is a public service, and that the safety and goodwill of the general public, including the patrons of the transportation service, are of primary importance. The Company management and its employees agree to treat each other with dignity and respect at all times.

### **ARTICLE 5 - UNION SECURITY**

A. All employees coming within the scope of this Agreement shall be required, as a condition of employment, to maintain his or her Union membership, by paying initiation fees and membership dues uniformly required of all Union members during the life of this Agreement, or by becoming a fair-share fee pay or as provided by law. Membership or dues payment shall commence on or after thirty-one (31) days from the date hired by the Company.

B. An employee in the bargaining unit who fails to maintain membership or payment of initiation fees or dues shall be discharged by the Company upon receipt of written notice

and demand from the Union. Such notice to the Company shall not be sent until the affected employee has had at least 30 calendar days to correct such default and has failed to do so within that 30-day period.

C. The Company will notify the Union each month of all employees entering or leaving the employ of the Company.

D. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union no later than the twentieth (20<sup>th</sup>) day of each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.

E. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms or liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

#### **ARTICLE 6 - ACCREDITED OFFICERS**

A. The accredited officers who shall conduct all business under the provisions of this Agreement shall be on the part of the Company those designated by the General Manager; and on the part of the Union, the President, Business Agent, and such additional representatives as may be selected by its laws.

B. Representatives of the Union, including representatives of the International Union, shall be permitted access to the Company's premises for the purpose of determining that the Agreement is being observed and for the adjustment of complaints and grievances with the Company. Union visitors must check in with the location's dispatch office prior to the site visit and may enter locations beyond the drivers' lounge only with specific permission of the Company. In no event may any visitor interfere with the business of the Company.

C. A Union official, including representatives of the International Union, shall be permitted to attend all meetings between an employee(s) and any other Union representative and Company representatives.

D. Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least 24 hours in advance, whenever possible, with exceptions for urgent circumstances.

E. If the Company requires a union steward to attend an investigatory or grievance meeting during the steward's paid route or shift time, then the steward will remain on paid status during the meeting. If a grievance or investigatory meeting takes place during a Steward's unpaid split time, it will take place within the first approximately thirty (30)

minutes of their split or within approximately the last thirty (30) minutes of their split, unless the Company and the Steward mutually agree to meet for a longer period during the unpaid split.

F. If an employee requests union representation at an investigatory meeting, and the Company requires a Union steward to report to work who is on their scheduled day off to attend the meeting, then the Union steward will be compensated a minimum of two (2) hours or the length of time of the meeting, whichever is greater.

G. The Company shall grant Union Business Leave, upon advance written request, to any member of the Union who may be elected or appointed to any full-time Union office. Upon retiring from said office the employee shall return to his or her place formerly held in the service of the Company with seniority rights continuing. The Company shall not be responsible for any pay or benefits to an employee on Union Business Leave of Absence.

H. The Company will permit reasonable unpaid time off to an employee to prepare for the employee's grievance or arbitration hearing, upon at least 24 hours advance written request to the Company, and the employee will not incur an attendance infraction.

I. The Company agrees to recognize Stewards as appointed by the Union. There shall be no more than five (5) driver stewards, one (1) reservationist stewards, and two (2) maintenance (i.e., mechanics and utility) stewards at any one time during the life of this Contract. The Union agrees to notify the Company in writing of duly accredited representatives and committees representing the Union, promptly upon their election or appointment to such office. The Company may utilize a steward from any classification (if no steward from that classification is available) to represent an employee in an investigatory meeting. Once a grievance has been filed, only a steward from the same classification as the grievant, which is considered to be driver, reservationist, and maintenance for the purpose of this section, will be utilized for a grievance meeting pursuant to Article 9 of this Agreement. If there are no stewards appointed by the union for a certain classification, then a steward from another classification may be used to comply with Article 9. The Union will make every effort to appoint stewards in each classification.

J. The Company agrees to notify the Union Business Agent in writing, and the employees by placing a notice on Company bulletin boards, of the names of all supervisors and managers within 14 calendar days of their appointment to such position.

K. The Union shall be granted the ability to address the trainees in each training class with a maximum of sixty (60) minutes per training class. This will be at a mutually agreed upon time between the Company and the Union. The Company will give the Union with five (5) calendar days' advanced notice of the date(s) of classroom training. At that time, the Company will also provide the Union with a list of active trainees.



## **ARTICLE 7 - NO STRIKES - NO LOCKOUTS**

A. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the bargaining unit represented by the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

B. During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies provided by statute for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees or the Union and the Company. Accordingly, the Union will not instigate, promote, sponsor, or engage in, or condone any illegal strike, including a sympathy strike, or stoppage of work.

C. The Union recognizes that in the event of a work action, as described above, the Union, its Officers and Stewards, have an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work.

D. An employee who has been determined to have violated the provisions of this Article may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement.

The Company shall institute no lockout of employees during the term of this Agreement.

E. Picket Lines: Recognizing the special obligation of the Company and its employees to render service to the public, the Union and the Company agree that the presence of a picket or of a picket line on or adjacent to the premises of any customer of the Company shall not remove the obligation of the employees to render service in the normal routine of Company operations. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place(s) of business, or refuses to go through a picket line due to concerns for his or her safety, or the safety of his/her passengers.

## **ARTICLE 8 - PROBATIONARY PERIOD**

An employee shall be on probation for the first 90 calendar days from the date the employee enters revenue service. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications that the Company determines, in its sole judgment, is needed to do his or her required job. However, the Company has the right to discipline or discharge any

probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION**

For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement.

Grievances meeting the above definition shall be processed in the following manner:

STEP ONE - Grievances must be submitted in writing to the Assistant General Manager or designee, no later than ten (10) calendar days after the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, and the provision or provisions of the Agreement violated by the Company. The Assistant General Manager, or designee, shall schedule a meeting, if requested by the Union, within ten (10) calendar days after receipt of the written grievance with the employee and the appropriate Union representative designated by the Union to handle the grievance. The Assistant General Manager or designee shall respond to the Union steward and Business Agent in writing as to his or her decision regarding the Grievance within ten (10) calendar days after receipt of the grievance by the Assistant General Manager or designee, or in the case of a meeting, within ten (10) calendar days following the date of the meeting.

STEP TWO - In the event the grievance is not resolved to the satisfaction of the employee in STEP ONE, above, the Union may submit the grievance to the General Manager, or designee, within ten (10) calendar days following the date of the Company's answer in STEP ONE. The General Manager, or designee, and the Union representative shall hold a meeting, if requested by the Union, within ten (10) calendar days of the date the Grievance is appealed to STEP TWO, to discuss the grievance. The General Manager, or designee, shall respond to the Union in writing as to his or her decision regarding the Grievance within ten (10) calendar days after receipt of the grievance by the General Manager, or designee, or in the case of a meeting, within ten (10) calendar days following the date of the meeting.

STEP THREE - In the event the decision of the General Manager or his designee is not satisfactory to the employee or the Union the grievance must be appealed to the Joint Resolution Committee. This request must be filed within thirty (30) calendar days of the General Manager's decision.

Upon the Company's receipt of the request to mediate, the parties shall submit a request for the assistance of a mediator assigned by the Federal Mediation and Conciliation Service (FMCS). The FMCS mediator will be scheduled to meet with the Joint Resolution Committee at a mutually agreeable date and time.

The Joint Resolution Committee shall be composed of the following:

- A. Company's Assistant General Manager, or his designee.
- B. Company's General Manager or his designee.
- C. Business Agent, Local 542.
- D. Union Steward of the applicable department at the Copley Park facility.
- E. The appointed FMCS mediator.

It is the intent of the parties to diligently pursue settlement of the grievance in an effort to minimize the need to resort to arbitration. A settlement agreed upon by the parties shall be set forth in writing and will be duly signed by each party. Such settlement will fully and completely resolve the grievance and the grievance shall not proceed to arbitration.

**STEP FOUR** - In the event the grievance is not resolved in STEP THREE, the Union may refer the Grievance to arbitration by written notice to the General Manager within 30 calendar days following the date of the STEP THREE hearing. After a demand for arbitration has been made, within ten (10) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators who are members of the National Academy of Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within ten (10) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains, with the order of striking to be determined by coin toss. The remaining Arbitrator shall act as the Impartial Arbitrator who shall hear and decide the issue. Either party may request one time a new list of arbitrators at their cost.

It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement and supplements or appendices hereto, relating to the rates of pay, hours or other conditions of work, as set forth in the Agreement.

The salary and all expenses of the Arbitrator, and the cost of FMCS panel, shall be shared equally between the Company and Union. Unless otherwise specifically agreed in advance, each party shall be responsible for costs it incurs and for the expenses of presenting its case.

The Arbitrator's decision shall be in writing and served on the Company and Union. The decision of the Arbitrator shall be final and binding upon the Company and the Union.

It is the intent of the parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day.

#### **ARTICLE 10 - ACCIDENT REVIEW COMMITTEE**

A. The Company will make the initial determination of accident preventability. An employee may choose to appeal the Company's determination that an accident was preventable to the Accident Review Committee. The appeal must be filed within ten (10) calendar days of the determination and written notification to the Employee/Union.

B. The Accident Review Committee shall decide preventability issues only, and shall not determine discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to Grievance & Arbitration Procedure of this labor agreement, however, the determination of the Accident Review Committee may not be appealed.

C. The Accident Review Committee will be made up of equal numbers of bargaining unit members and non-bargaining unit members. The committee will consist of two (2) bargaining unit members, two (2) non-bargaining unit members and one (1) neutral party, who will be selected by the Company and the Union, for a total of five (5) persons. The Union shall have the right to select the bargaining unit members. An Accident Review Committee member (Company or Union) who has incurred a preventable accident within the prior 12 months will not be eligible to serve on the Accident Review Committee, and an alternate must be selected. The Company and Union may each elect to have an observer present during the proceeding.

D. The ARC will be scheduled to meet as needed. Upon request by the Union, the Company shall make accident documentation and video, to the extent it exists, available for the Union steward or business agent to review at a mutually agreeable time prior to the day of the ARC. The Company will provide the Union with the opportunity to view the video with the employee at the location. The Company agrees there will be no management present during the Union's review provided it does not exceed one (1) hour.

#### **ARTICLE 11 - WORKWEEK AND PAY ALLOWANCES**

A. The workweek shall begin at 12:01 AM on Sunday and shall end at Midnight Saturday. Employees shall be paid every two weeks, with paydays on alternate Fridays. When a reduced service holiday falls on the payday, checks will be distributed on Thursday.

B. Drivers shall be paid time and one half for all hours actually worked in excess of forty (40) hours per week.

Technicians, utility workers and reservationists shall be paid time and one half for all hours actually worked in excess of eight (8) hours in a single workday or forty (40) hours in one (1) workweek. Daily overtime will be paid to technicians, utility workers and reservationists in accordance with the applicable law of the State of California.

C. The Company may utilize an alternative work schedule for drivers constituting a regular four-day workweek of over eight (8) hours per day. In such case, overtime shall be paid only after the employee actually works in excess of ten (10) hours per day or forty (40) hours per week.

D. Employees covered under this agreement shall be paid a minimum of four (4) hours daily when employee works as scheduled so long as the employee remains at the work place available for work for the duration of the 4 hours. If, with employer approval, employee elects to leave the work place prior to the completion of four (4) hours work, employee shall be paid for actual time worked. The employer reserves the right to change or alter all work schedules with advance notice as required to meet daily operational needs.

E. Employees are required to perform various pre-trip and post-trip duties as designated by the Company. An employee shall be paid up to fifteen (15) minutes to perform their pre-trip duties when the employee is assigned a bus that has not yet been in service that day. Employees shall be paid up to five (5) minutes to complete their post-trip duties at the end of their workday (i.e., following their last run of the day).

F. All operators required to train new employees as operators will be called Behind-the-Wheel Trainers and shall be paid an additional one dollar (\$1.00) per hour while performing such service. Operators who assist new employees through the cadetting process shall be called Mentors and will be paid an additional one dollar (\$1.00) per hour while performing such service.

G. The Company will provide Mechanics and Utility employees with an annual allowance of up to one hundred (\$100.00) dollars for steel-toed safety shoes/boots upon presenting to the Company an appropriate receipt. Mechanics and Utility employees shall also receive an annual allowance of up to one hundred fifty (\$150.00) dollars if they are required prescription eye glass protection upon presenting to the Company an appropriate receipt. The Company will reimburse the employee for the actual cost of the boots or eyewear as noted on the receipt within the allowance ranges above.

**ARTICLE 12 - WAGES**

Employees covered by this Agreement as of the date of ratification of this Agreement, will receive wage adjustments only as set forth on the dates indicated in the wage scale set below:

**DRIVERS:**

	Date of Ratification*	April 1, 2021	April 1, 2022
Training Rate	\$13.00	\$14.00	\$15.00

Years of Service	Current	Date of Ratification*	April 1, 2021	April 1, 2022
Start Revenue (0 Years)	\$15.15	\$16.15	\$16.57	\$17.03
1 Year	\$15.96	\$16.40	\$16.86	\$17.32
2 Years	\$16.24	\$16.70	\$17.15	\$17.63
3 Years	\$16.53	\$16.98	\$17.45	\$17.94
4 Years	\$16.81	\$17.28	\$17.76	\$18.25
5 Years	\$17.11	\$17.58	\$18.07	\$18.57
6 Years	\$17.41	\$17.89	\$18.38	\$18.90
7 Years	\$17.71	\$18.20	\$18.71	\$19.23
8 Years	\$18.02	\$18.52	\$19.04	\$21.98
9 Years	\$18.34	\$18.85	\$20.94	-----
10 Years	\$18.66	\$19.94	-----	
11 Years	\$18.99	-----		

<b>RESERVATIONIST</b>	Date of Ratification*	April 1, 2021	April 1, 2022
	\$13.52	\$15.00	\$16.00
			\$17.05

<b>UTILITY</b>	Date of Ratification*	April 1, 2021	April 1, 2022
	\$13.52	\$15.00	\$16.00
			\$17.05

<b>TECHNICIANS</b>	Date of Ratification*	April 1, 2021	April 1, 2022
Technician III	\$28.40	\$29.52	\$31.86
Technician II	\$27.36	\$29.24	\$31.56
Technician I	\$26.45	\$28.95	\$31.25

Effective the first day of the first full pay period following ratification, employees will step over and down, if applicable, to the appropriate column in the date of ratification column based on their appropriate years of service as of the date of ratification.

On April 1, 2021 and April 1, 2022, the employee will move horizontally to the right of his/her current rate of pay on the scale. Rate increases will take place the first full pay period following April 1<sup>st</sup> of each year. The employee will move vertically down the pay scale effective the first day of the first full pay period following the employee's anniversary date.

Employees will receive the training rate of pay until they are released to enter revenue service. At such time, the employee will progress to the "0/Starting Revenue" rate of pay on the wage scale above.

ASE Program (Technicians): Nothing in this contract shall prohibit the Company from implementing the First Transit, Inc. ASE Certification program as it may be amended from time to time. First Transit, Inc. reserves the right to unilaterally modify the program. The Company agrees that it will notify the Union of changes to the program, and such changes will not reduce the dollar amount of any monetary incentives (i.e., per hour premiums for qualifying ASEs) in the current policy in effect at the date of ratification of this agreement for the duration of this contract term.

### **ARTICLE 13 – 401(k) DEDUCTIONS**

The Company shall make voluntary payroll deductions in the amount designated by the participating employee into the Company's 401(k) plan ("Plan"), and forward such deductions to the Plan administrator. None of the terms, conditions, or language of the Plan shall come under the Grievance and Arbitration provision of the Agreement. The Union will hold the Company safe and harmless from any and all liability arising out of the administration of the Plan. The Company will not be responsible for any administrative costs associated with the Plan.

After completing one year of service, employees covered under this CBA shall be eligible to receive matching contributions subject to the terms of the plan. Eligible employees shall receive a fifty percent (50%) match on the employee's contributions up to six percent (6%) of eligible earnings (up to a 3% match). Catch-up contributions are not match eligible.

### **ARTICLE 14 – INSURANCE**

Full-time employees shall be eligible for the group medical plan, dental, and vision insurance coverage the first of the month following sixty (60) days of continuous employment. Eligible employees may enroll in the following plans:

#### **SIMNSA PLAN**

The Company will contribute to the medical coverage for eligible full-time employees who elect to enroll in the SIMNSA plan design. For current employees, effective the first day of the month following ratification of this agreement (or as soon as practicable thereafter), the Company shall contribute the following percentage contributions for each respective coverage level, towards the premium for eligible, full-time employees who are participating in the SIMSA medical plan.

	<b>Employer</b>	<b>Employee</b>
Employee Only:	93%	7%
Employee plus one:	80%	20%
Family:	70%	30%

An eligible employee electing coverage under the plan shall, through payroll deduction, contribute the remaining percentage towards the total cost of the premium. If participation is waived by the employee during open enrollment, they may enroll in the plan the next annual open enrollment period except as required by law.

The SIMSA plan shall be administered in accordance with the respective SIMNSA plan provisions\*, it being understood that the Company in no manner is associated with the administration or application of the plan and will incur no penalty as a result of the plan.

Beginning April 1, 2022, for those employees who elect the SMINSA employee only coverage tier, the Company will contribute ninety four percent (94%) of the premium cost and the employee will be responsible for six percent (6%) of the total cost of the premium.

\*NOTE: The Company agrees to these contributions under the assumption that employees' enrollment in the plan is completely voluntary (no waiver required) even if the employee does not have proof of alternative coverage or enrollment in the TIP. The Company makes this offer upon this condition neither the SIMNSA and TIP plans require mandatory enrollment.

**TEAMSTERS "TIP" PLAN**

The Company shall participate in the Teamsters Multi-Benefit Trust, Transportation Industry Program ("TIP") which provides group health, dental and vision insurance for all eligible employees who elect such coverage, or, at its option, an alternative plan. The TIP plans shall be administered in accordance with respective plan provisions. Accordingly, the Company has no control over the benefits provided and shall not be liable for any changes in a plan documents during the term of this Agreement.

For current employees, effective the first day of the month following ratification of this agreement (or as soon as practicable thereafter), the Company shall contribute the following percentage contributions for each respective coverage level, towards the premium for eligible, full-time employees who are participating in the TIP medical plan.



	<b>Employer</b>	<b>Employee</b>
Employee Only:	72%	28%
Employee plus one:	70%	30%
Family:	70%	30%

An eligible employee electing coverage under the plan shall, through payroll deduction, contribute the remaining percentage towards the total cost of the premium. If participation is waived by the employee during open enrollment, they may enroll in the plan the next annual open enrollment period except as required by law.

Beginning April 1, 2022, for the single only tier, the Company will contribute seventy-five percent (75%) of the premium cost and the employee will be responsible for twenty-five (25%) percent of the total cost of the premium.

\*NOTE: The Company agrees to these contributions under the assumption that employees; enrollment in the plan is completely voluntary (no waiver required) even if the employee does not have proof of alternative coverage or enrollment in the TIP. The Company makes this offer upon this condition neither the SIMNSA and TIP plans required mandatory enrollment.

New employees will be eligible for the above contributions effective the first day of the first calendar month following sixty (60) continuous days of employment.

**Life Insurance:** Full-time employees shall be eligible to participate in the Company’s group life and AD&D insurance plans consistent with all the Plan’s provisions. The premium for this benefit will be paid by the Company.

**Healthcare Reopener:** Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law, and/or the plan administrator modifies the terms of the plan(s), the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plan(s) and/or other aspects of Article 14. The plans and contributions stated in the Article shall remain compliant with the ACA, if applicable, throughout the term of this Agreement.

## **ARTICLE 15 - SENIORITY**

### **Section 1 – Definitions of Seniority:**

A. Company Seniority shall refer to the length of an employee’s continuous employment for First Transit, Inc. The Company seniority date shall be used for the purpose of establishing fringe benefit levels (i.e., PTO).

B. Classification Seniority shall refer to the length of an employee’s continuous employment for the Company within their job classification. This date may be the same as the Company seniority date if the employee has been in one classification during their

service with the Company. For the purpose of classification seniority, mini bus and paratransit bus drivers are considered to be different classifications. Part-time drivers will be placed on the same classification list with their full-time counterparts, however, bidding rights for part-time employees may be distinguished from full-time drivers as set forth in this agreement.

C. The Classification seniority date shall be established as of the date the employee enters revenue service in their current classification. When more than one employee enters revenue service on the same date, seniority order will be established by drawing numbers. The employee with the highest number shall be listed first.

D. If the Company forces drivers to work in reverse seniority order, part-time drivers will be forced first, then full-time drivers. Once the Company has established the number of drivers forced to work, seniority shall control the order of scheduling of those drivers. The top senior full-time driver on that seniority list will be assigned first (i.e. the first route available within that day, will be the first route assigned), second-most senior driver assigned the second route available, and so on and so forth until all full-time forced drivers are scheduled. Then in seniority order the Company will schedule all part-time drivers.

**Section 2 – Seniority Rank:** Full-time seniority will outrank part-time seniority. If the Company determines that a full-time position is available, the position will be offered first to part-time employees within the classification and awarded to the most senior part-time employee who bids. If the employee declines the full-time position, the part-time employee will remain in his or her part-time seniority order. Full-time seniority will be established as of the date an employee enters the full-time seniority list.

**Section 3 – Termination of Seniority:** Seniority shall be broken and the employee will be considered terminated under the following circumstances:

1. Discharge for just cause;
2. Resignation or other termination of service by voluntary act of the employee; or
3. No Call/no show for work for three consecutive days.

**Section 4 – Layoffs:** If it becomes necessary to reduce the workforce, the employees with the least Company seniority will be laid off first. When the work force is increased, employees are to be returned to work in the reverse order in which they were laid off by Classification.

An employee who has been placed on layoff shall be given notice of recall via certified mail by the Company to the employee's last address on file with the Company. The employee must respond to such notice within seven (7) calendar days after receipt of notice, and return to work as directed in the notice. In the event an employee fails to comply within the preceding times, the employee shall lose all seniority rights under this Agreement and be considered to have voluntarily quit.

For bidding purposes, an employee who works a regular schedule of thirty-five (35) hours or more per week shall be considered a full-time employee. An employee who works a regular schedule of less than thirty-five (35) hours per week may be considered a part-time Employee if designated as such by the Company.

**Section 5 – Posting of Seniority Rosters:** Within thirty (30) calendar days of the signing of this Agreement, and quarterly thereafter, the Company will post a current seniority list and will forward to the union a copy thereof which will also include employees' names, addresses and phones numbers if authorized by the employees.

**Section 6 – Transfers:** If an existing employee applies for a vacancy in another classification, the Company will consider the employee's application based on the employee's eligibility, experience and/or qualifications, along with external candidates. If multiple employees apply for the position with the same eligibility, experience and/or qualifications, then, of those qualified employees, the Company will offer the position to the most senior employee.

If an existing employee is offered a position in a new classification, that employee shall go to the bottom of the applicable classification seniority list. The employee will maintain their Company seniority for the purpose of establishing years of service for fringe benefits. Employees will start at the entry level of the wage scale, if applicable, for the new classification, unless otherwise agreed to.

Employees who transfer from another First Transit location will retain Company seniority. Such seniority will be applicable for establishing years of service for fringe benefits. Drivers will be placed in the driver wage scale based on years of driving experience, but will go to the bottom of the classification seniority list.

## ARTICLE 16- BIDDING

**Section 1 – General Bids:** Bidding will be conducted based on classification seniority. The Company shall conduct General Bids at least three times each year for drivers and reservationist classifications, as close to four months between each bid as practical. Maintenance general bids will be done twice per year.

The Company will pay one (1) Union-designated bus operator, (1) one Union-designated reservationist, and one (1) Union-designated maintenance employee actual time required, not to exceed four (4) hours, to assist in each General Bid for their classification.

**Section 2 – Posting of Bids:** The Company will post a copy of its most current bid rules along with the General Bid Packet. The General Bid shall be posted at least six (6) calendar days prior to the designated due date of the initial bid packet. If multiple bid packets are given, the five (5) calendar day review period begins on the date the second bid packet is posted/made available. Posted runs shall show the start times of the run. The Company reserves the right to designate up to thirty percent of the posted runs as flex runs,

which have a start time that is subject to change within fifteen (15) minutes as needed. Posted runs will identify designated days off, which will not be modified, unless mutually agreed to, until the next general bid.

The Company will meet with the Union representatives a minimum of ten (10) calendar days prior to the posting of the bid to review and discuss the bid packets and seniority rosters, unless unusual or emergency circumstances do not permit such a review period. In the event it is not feasible under such circumstances to meet with the union at least ten (10) calendar days prior to the bid, the Company will provide the Union with notice of the circumstances and, if possible, will review and discuss with the union at some point prior to the bid. The Company will provide the union stewards with a copy of the bid packets and seniority rosters at the meeting for review. After the meeting is conducted, the Company will send the final bid packet to the business agent via email.

**Section 3 - Reservationist Bid Vacancies:** If for any reason a reservationist vacates his or her bid (retires, quits, terminated etc...), the Company will offer the newly vacated bid in seniority order from the top down. If no reservationist chooses to accept the newly vacated bid, the open slot will be filled by the Company with a new employee. If an existing employee accepts the newly vacated bid, that employee's previous slot will be filled by the Company with a new employee. If an employee accepts a new bid slot due to a vacancy, he or she cannot bid another new bid slot until the next scheduled bid, regardless of seniority.

**Section 4 – Proxy Bids:** All employees shall bid in seniority order by classification. Employees will bid by turning in the Bid Proxy Sheet to the designated staff member no later than the due date and time of the bid packet.

Employees absent due to illness or injury of the employee will be permitted to bid if the employee has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective. The Company retains the right to send any employee to a doctor of its choice to determine if the employee meets the essential job functions of his position.

If an employee's proxy is exhausted (i.e., the employee did not make enough selections or all the selections were taken), if they failed to bid or if they turned in the proxy late, the employee will go to the bottom of the list for bidding purposes.

For drivers, in such case the highest seniority driver who failed to submit a sufficient or timely proxy will be assigned the first available empty slot (i.e., first up, first available). If more than one driver fails to submit a sufficient or timely proxy as set forth above, the driver will be placed in order of seniority at the bottom of the seniority list. The above assignment process will occur on the conclusion of each day of the bid, if applicable, based on the Company's bid rules.

For maintenance employees or reservationists, in such case the employee who failed to submit a sufficient or timely proxy will be assigned to a remaining shift within their

classification by management after the bid is completed. If more than one employee fails to submit a sufficient or timely proxy, the remaining work will be assigned in seniority order.

#### **ARTICLE 17 - BULLETIN BOARD**

A. The Company shall provide the Union with two locking bulletin boards, one in each facility, exclusively for its own use. Each bulletin board shall be no less than 3 feet x 3 feet in size.

B. Only official Union representatives, or Stewards, shall be permitted to post bulletins or notices on the board. Posting by the Union on such bulletin boards shall be confined to official business of the Union in its role as the exclusive bargaining agent.

C. The Union will not post on bulletin boards any controversial, offensive, or derogatory materials.

#### **ARTICLE 18 – PERSONAL TIME OFF (PTO)**

All full-time and part-time employees are eligible for personal time off (PTO), as set forth below. Available PTO can be used for any reason, including paid sick leave purposes defined under applicable state and local law. Newly hired employees may begin using PTO on their 90<sup>th</sup> calendar day of employment.

PTO is provided upon hire, and upon each anniversary date thereafter, according to the tables set forth below. The amount of PTO provided depends upon an employee's full-time or part-time status and completed years of service in the schedule below. Unused PTO does not carry over from year to year but will be cashed out on the first pay period following the employee's anniversary date.

Although PTO is advanced and made available for use at the beginning of the employee's anniversary year, for purposes of determining how much PTO an employee has earned to date, the following schedule will apply based on the employee's time worked during the anniversary year:

<b>PART-TIME EMPLOYEES</b>		
<b>Continuous Years of Service Completed</b>	<b>Annual PTO Allotment</b>	<b>Earned Hours Schedule</b>
Any	40 hours	3.33 hours/month
<b>FULL-TIME EMPLOYEES</b>		
<b>Continuous Years of Service Completed*</b>	<b>Annual PTO Allotment</b>	<b>Earned Hours Schedule</b>
Less than one year	40 hours	3.33 hours/month
One (1) but less than three (3) Years	48 hours	4.0hours/month
Three (3) but less than Six (6) Years	80 hours	6.66hours/month
Six (6) but less than Ten (10) Years	120 hours	10.0 hours/month
Ten (10) years or more	160 hours	13.33 hours/month

\*An employee must complete the years of service noted prior to receiving an increase to the annual PTO allotment. For example, a full-time employee will receive an advance of 120 hours of PTO on the first day of their seventh (7<sup>th</sup>) anniversary year.

PTO is calculated at the employee’s regular hourly rate. When PTO is used for sick leave purposes, employees may use PTO in a minimum increment of no less than two (2) hours. Otherwise, PTO must be used in full-day increments. Employees may use available PTO hours up to the length of their scheduled shift on the day of the absence. PTO will not be counted as hours worked for the purpose of computing overtime.

Employees will not receive pay in lieu of PTO, except when receiving an annual cash out after their anniversary date as referenced above. All annual cash outs will be subject to the standard payroll process. Upon separation of employment, non-probationary full-time and part-time employees will be paid for the unused PTO they have earned through their separation date according to the schedule set forth above. For example, after completion of six (6) years of continuous service, an employee was advanced 120 hours of PTO on the first day of their seventh anniversary year. If the employee terminated after working four (4) months following their anniversary date, and had not used any PTO, the employee would be paid out forty (40) hours of PTO based on the earned hours schedule above.

Upon ratification of this agreement, all previously earned and unused PTO for full-time employees will remain in the employee’s PTO bank until their next anniversary date following ratification (unless used). On their anniversary date, the employee will receive their new annual allotment, and any remaining PTO from the prior anniversary year will be cashed out to the employee on the next full pay period following their anniversary date.

Upon ratification of this agreement, part-time employees shall receive an advance of 40 hours of PTO, which will renew each anniversary date. On the part-time employee's first anniversary date following ratification, any unused PTO from this initial one-time allotment will remain in the employee's PTO bank until their next anniversary date. Thereafter, each part-time employee will start with a new 40-hour advance of PTO on their anniversary date each year and any remaining PTO from the prior anniversary year will be cashed out to the employee on the next full pay period following their anniversary date.

## **ARTICLE 19- HOLIDAYS**

All regular, full-time non-probationary employees shall receive pay for the following holidays: New Years' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

An employee who works on a paid holiday shall be paid holiday pay in addition to his or her regular hours of work. An employee not scheduled to work on the holiday, shall be paid holiday pay. Holiday pay shall be based on the employee's regular workday, at either eight (8) or ten (10) hours depending on whether the employee works a five-day or four-day workweek. If the eligible employee works a 10-hour, 4-day a workweek schedule, and the holiday falls on the employee's normally scheduled workday, the employee will be paid 10 hours of holiday pay at his regular rate of pay. However, if the holiday occurs on a day the eligible employee is not scheduled to work, the employee will receive 8 hours of holiday pay at his regular rate of pay.

Employees classified as Technicians before August 1, 2009 shall continue to receive pay for 10 holidays per year as long as the Technician continues full-time continuous employment within his current positions. All new full-time non-probationary Technicians hired after August 1, 2009 will receive pay for the following 6 holidays: New Years' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

To be entitled to holiday pay, an employee must complete his or her work on the employee's last scheduled workday before the particular holiday, and his or her first scheduled workday after the particular holiday, and the holiday if scheduled to work unless excused in advance by the Company on one or all of those days.

Employees will not be paid for holidays that fall during a leave of absence, including, but not limited to, FMLA leave, personal leave and workers compensation leave.

Holiday hours paid, but not actually worked by the employee, are not considered for purposes of calculating overtime.

When a paid holiday occurs during the vacation period, it will not be charged as a day of vacation.

## **ARTICLE 20 - TERMINATION OF TRANSPORTATION SERVICES CONTRACT**

If the transportation services contract between the Company and its Client terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement shall continue to resolve disputes pending at the time of termination, up to and including arbitration.

If the Client awards the services now provided by the Company to another provider, the Company will notify the Union of the name and address of such other provider, if known.

Nothing in this Agreement is intended nor shall be construed to change, limit, modify, restrict or in any manner alter the duties or obligations owed by the Company to the Client nor the rights and privileges of the Client under the transportation services contract referenced herein.

## **ARTICLE 21 - JURY DUTY AND COURT LEAVE**

Full-time employees shall be released from work with pay on the workdays serving on jury duty, not to exceed five (5) days over the life of the Agreement. Upon release from jury duty during the employee's scheduled workday, the employee must notify the Company of his or her release and return to work, if required. The employee will be permitted to keep juror fees received.

An employee who is required to attend court by the Company will be paid for necessary time lost from work, or the time required if on a scheduled day off. This time will be considered as hours of work.

## **ARTICLE 22 – FUNERAL LEAVE**

Paid funeral leave of three (3) consecutive workdays with pay shall be granted to full-time employees in the event of the death of the employee's spouse, domestic partner, significant other with whom the employee resides, child, stepchild who resided with the employee at time of marriage, parent, parent of spouse, sister or brother, grandparents,—and grandchildren. The Company may require proof of death and the relationship to the employee. One of the days off must be the day of the funeral, unless otherwise approved by management. Pay will be the employee's regular pay for the days lost.

In addition to the above, an employee may request additional unpaid time off in extenuating circumstances to accommodate bereavement travel or for bereavement for a relative outside of those defined above. All requests are subject to management approval.



## **ARTICLE 23 - UNIFORMS**

Each bus operator who has successfully completed probation, will be provided with eleven (11) pairs of uniform shirts and trousers and replacement items as needed.

When an operator leaves the employment of the Company, the operator must return uniform items, and all other Company-provided materials within 2 calendar days, and may be charged the value of items not returned.

All other employees will dress in keeping the standards promulgated by the Company.

## **ARTICLE 24 - FAMILY MEDICAL LEAVE ACT**

The Company will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. Employees will be required to use all paid leave available while on any leave that qualifies for FMLA.

If an employee is receiving compensated benefits through state-sponsored or wage-replacement benefit programs, the required use of paid leave referenced above will be integrated so that the employee will receive no greater than their regular compensation during their period of leave. This provision will not extend the length of FMLA leave.

## **ARTICLE 25 - SAVINGS CLAUSE**

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

## **ARTICLE 26 - COMPLETE AGREEMENT AND WAIVER**

The terms set forth in this Agreement constitute the complete and entire agreement between the Company and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and

unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.

#### **ARTICLE 27 – LEAVES OF ABSENCE**

A. Unpaid leaves of absence of up to thirty (30) days may be granted at the Company's discretion, upon receipt of a written request from the employee stating the reason for the requested leave. Such request for leave must be provided a minimum of fourteen (14) days in advance of the leave and if so there will be no loss of seniority. During an approved leave, the employee shall be responsible for his share of insurance premiums. An employee who does not return to work at the conclusion of such approved leave or who engages in other employment while on such leave will be considered to have voluntarily resigned his employment with the Company. In the event an employee with more than five years of service is granted an approved leave for a serious illness or injury which lasts beyond thirty days, the employee's seniority rights shall be retained for the length of the leave up to a maximum of twelve months, it being understood that the approval of such leave is subject to the Company's business requirements at any given time.

B. The Company will comply with the provisions of the Uniform Services Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

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

D. Requests for Leave: Requests for leaves of absences listed in this Article shall be made as far in advance as possible. Seniority shall accumulate during an approved leave of absence; however, the time spent on the leave of absence shall be without pay.

#### **ARTICLE 28 – MISCELLANEOUS**

Company provided identification will be visibly worn at all times by employees while on duty in keeping with all Company requirements. Employees may wear a small union pin subject to the approval of the Company's client.

## ARTICLE 29 – DISCIPLINE

**Section 1 - Just Cause:** The parties agree that just cause shall be the basis for corrective disciplinary action it being understood that certain offenses and/or violations of Company rules and operating procedures may warrant termination for first offenses. In the event the Company determines disciplinary action is required, the parties agree that discipline should be administered in keeping with the provisions of the Employee Handbook.

**Section 2 - Non-Accident Investigations:** The parties understand the importance of fully investigating any incidents prior to issuing any discipline. The Company will make every attempt to complete its investigation into any non-accident-related incidents in a timely manner. The Company shall have ten (10) business days from the time the Company is made aware of the incident to investigate a non-accident-related incident and/or issue any discipline. If the driver is put out on an administrative leave during the investigation, he or she shall be paid at the end of the investigation, if the employee is not suspended or terminated as a result of the investigation. The time limits to conclude the investigation and issue the discipline may be extended by mutual agreement between the General Manager, or his designee, and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

**Section 3 - Accident-Related Investigations:** The parties understand the importance of fully investigating any accidents prior to issuing any discipline. The Company will make every attempt to complete its investigation into an accident in a timely manner. The Company shall have twenty (20) business days to investigate an accident from the time the company is made aware of the accident. If the driver is placed on administrative leave during the investigation they shall be on a paid status until the conclusion of the investigation. The facts related to the accident will be scheduled for review at the next Accident Review Committee (ARC) following conclusion of the investigation, if requested by the employee. Discipline shall be issued within five (5) business days from the Supervisor's receipt of the official notification of the decision of the ARC. The time limits expressed in this Section may be extended by mutual agreement between the General Manager and the Union Business Agent. Such agreement to extend the time limits shall not be unreasonably withheld.

**Section 4 – Extensions:** If the Company requires additional information out of its control in order to complete its investigation, the Company will notify the Union that additional time is necessary. The above time limits may be extended by mutual agreement of the parties, with the understanding that if the Union does not agree to an extension, the Company will have to make a determination based on the evidence and information available to the Company at that time.

If an employee is placed on administrative leave pending a law enforcement/agency action and/or investigation outside the Company's control, the employee shall not be compensated for lost time.

**Section 5 – Disciplinary Notice:** The Company will furnish the affected employee and the Union with a copy of all written discipline. After discipline is issued to the employee, all disciplinary action, including suspension, will commence within five business days of the date of the disciplinary notice. When discipline is issued, the affected employee is required to sign such notification as acknowledgement of receipt of the notice. Such acknowledgement shall not be interpreted as an admission of guilt.

If a suspension is issued to an employee, the days of suspension will be served on consecutive work days, in accordance with the employee's schedule, unless otherwise agreed to by the Company and the Union.

**Section 6 – Use of Technology:** The Company and the Union believe it is important to maintain the safety and security of Employees and the public. The Company reserves the right to review audio, video, and other electronic monitoring devices at its discretion for the purpose of safety, security, and other legitimate business purposes, including but not limited to, review for quality assurance. Performance issues identified during the Company's investigation of a complaint, accident, etc. may be subject to discipline. Performance issues identified during quality assurance reviews shall only be used for discipline if the employee's behavior constitutes a serious infraction of the Company's policies and procedures.

All audio, video and other electronic devices and their recordings are property of MTS. Review of monitoring devices shall be performed confidentially by First Transit authorized supervisory staff only. It is understood that surveillance of employees is neither the primary purpose nor an intended result of these devices. Such devices shall not be used for any purpose prohibited by Article 3 of this agreement or in violation of the Company's Harassment Free Workplace policy. Excessive monitoring of employees and arbitrary use of such equipment shall be subject to the grievance procedure.

### **ARTICLE 30 – SAFETY**

The Company and the Union recognize that accident prevention work is essential to the operation of the Company's transportation system and that safety programs, safety meetings and general incident/accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it and the employees will not only cooperate with the Company in such safety work but also will take an active part and interest in incident/accident prevention work. Accordingly, attendance at all safety meetings held and conducted by or for the Company will be mandatory for all employees.

The Company may maintain a Safety Solutions Team, or similar safety team, to review and discuss safety-related issues. The Safety Solutions Team structure and meeting schedule will subject to the Company's discretion. Bargaining unit employees interested in attending a Safety Solutions Team meeting should make their interest known in advance

to the General Manager. Of those interested, the Company will delegate at least four (4) bargaining unit employees, consisting of two drivers, one reservationist and one maintenance employee, to participate in the meeting. One of the bargaining unit employees shall be a union steward, unless a steward is not available. Approximately every six months, the Company will make an effort to rotate between interested employees. Participants should not have had an accident or injury within the past year in order to be eligible for the committee.

Employees shall not be required to operate vehicles that are in an unsafe condition or lacking in legally prescribed safety equipment. Accordingly, it shall not be a violation of this Agreement for employees to refuse to operate unsafe equipment, unless the refusal is unjustified. The General Manager shall make the determination of whether an employee is justified in refusing to operate a Company vehicle or piece of equipment.

An employee exposed to possible bio-hazardous contamination and/or threats of physical harm must immediately contact Dispatch for directions as to how to deal with the instant situation.

The Company will comply with all applicable OSHA regulations.

## **ARTICLE 31 – MEAL AND REST PERIODS**

**Section 1 - Rest Periods:** Every employee shall be entitled to take a ten (10) minute net rest period during each four (4) hour block of work or major fraction thereof during the course of the employee's shift, which shall be paid time. The rest period may include periods when the employee is on his/her route, but the employee is not required to operate or remain in the vehicle. If the Company prohibits the employee from taking such rest period(s) during the course of the employee's 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 or the denied rest period must be made in writing to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was denied.

**Section 2 - Meal Periods:** Every employee who is scheduled for and works a work period of more than six (6) hours shall be provided with a thirty (30) minute meal period beginning before or at the commencement of the fifth (5th) straight hour of the work period. If the employee is scheduled for and works a work period in excess of twelve (12) hours, the employee shall be entitled to a second thirty (30) minute meal period. The meal period(s) shall be unpaid. If the Company does not provide an employee with the meal period specified herein, 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 within twenty-four (24) hours of the end of the shift in which the meal period was denied. Employees shall retain the right to waive meal breaks and enter into on-duty meal period agreements as permitted by law.

**Section 3:** Employees are required to document their compliance with taking their rest and meal period(s) daily using a Company provided form and verified by employee's signature at the end of their shift. Any dispute concerning the taking of rest periods and/or meal periods, or lack thereof, is subject to the grievance and arbitration procedure.

**Section 4:** The Company will not combine any rest period with the employee's meal period.

## **ARTICLE 32 - D.R.I.V.E**

### **Democratic Republican Independent Voters Education (D.R.I.V.E.) Authorization and Deduction**

The Company agrees to deduct from the pay check of all Coach Operators covered by this Contract, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Company of the amounts designated by each contributing Coach Operator that are to be deducted from his/her pay check on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Coach Operator earned a wage. The Company shall transmit to D.R.I.V.E. Joint Council of Teamsters No. 42, on a monthly basis, in one (1) check, the amount deducted, along with the name of each Coach Operator on whose behalf a deduction is made, the Coach Operator's social security number and the amount deducted from the Coach Operator's check.

## **ARTICLE 33 - EXTRA BOARD DRIVERS**

**Section 1:** At the general bid the Company will post Extra Board positions which may be selected by drivers according to seniority. Drivers hired after the general bid may be placed on the Extra Board by the Company until the new driver has an opportunity to bid. Extra Board drivers will be assigned work on an as needed basis on the days the extra board driver bid on. Extra Board Drivers will be assigned work on a seniority basis within their classification. The Extra Board list shall be posted in the dispatch area after markup.

The extra board driver with the most seniority in each classification will be assigned to the route with the earliest start time (i.e., first up, first out). Assignments will close at 6 pm on the day before. Extra board assignments will be made based on the call offs as of 6 p.m. Extra Board Drivers may call in after 6 p.m. to get their assignments for the following day. Any additional call offs received after 6 p.m. for the following day will be covered by the Company as they are reported.

**Section 2:** "Extra Board" assignments are designed to fill in when a regular driver cannot or does not come to work for any reason. These assignments require an extra degree of flexibility since the driver must accept and complete any shifts that begins during the driver's extra board shift. Extra Board start times are subject to change daily in order to cover open shifts and meet variability in passenger demand. Drivers on Extra Board must

call after 18:00 the day prior to their scheduled EB shift to verify their scheduled start time. Those drivers who select an “Extra Board” shift knowingly accept these responsibilities and those set forth in the bid rules.

**Section 3:** All bids are final and indicate the driver’s ability to work the designated shift with no exceptions. Once the Company assigns the shift, requests by the driver to change shifts will not be honored due to scheduling conflicts or the driver’s inability to work the assigned shift.

**Section 4 – Extra Work:** All extra work volunteers will be assigned work times after all Extra Board bid drivers have been exhausted.

**Section 5:** Assignments of one calendar week or longer that are made available to the Extra Board drivers, including vacation weeks taken by other drivers, may be bid on as a “hold down” assignment by the Extra Board Driver. Extra Board driver must work the hold down assignment for its full duration as designated above, which may require the driver to work a different schedule of days off during the assignment.

When the original driver returns from their time off, they will resume their held down bid, and the extra board driver will return to their regular schedule and order of work.

**Section 6 – Cross Utilization of Driver Categories:** If there is a need for cross utilization by the Company, qualified employees will be assigned and used in the following manner:

1. Extra Board within the same classification will be scheduled first (i.e., mini-fixed, paratransit etc.);
2. Extra Board from the other classification will then be scheduled;
3. Employees who are currently on duty may be cross-utilized;
4. Volunteers for the classification that needs work will be utilized as needed from either classification.

**ARTICLE 34 - TERM OF AGREEMENT**

This Agreement shall be binding upon the parties hereto, and shall be effective on October 7, 2020 and shall remain in effect until 11.59 P.M. on March 31, 2023, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least 60 calendar days prior to the expiration date or any anniversary date thereof.

UNION:

By: Matthew Snyder  
Matthew Snyder  
Business Agent

COMPANY:

By: Fadi Chakbazof  
Fadi Chakbazof  
Senior Vice President





# TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION No. 542

San Diego and Imperial Counties, California  
and the City of Yuma, Arizona

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

## **WELCOME TO TEAMSTERS LOCAL 542**



Jaime Vasquez  
*Secretary-Treasurer*

Phillip Farias  
*President*

Cliff Cunningham  
*Vice-President*

Betsy Moreno  
*Recording Secretary*

Ivan Murillo  
*Trustee*

Jim Maclean  
*Trustee*

Don Mack  
*Trustee*

We are proud to have you as a member of our Local Union. We are affiliated with the International Brotherhood of Teamsters and Joint Council of Teamsters No. 42. We are listing some items that are of GREAT IMPORTANCE.

### **WITHDRAWAL CARDS**

Anytime you leave your employment for any reason, be sure you take a withdrawal card. This card protects your membership and is good indefinitely. Dues must be paid for the current month in which the card is requested. This can be handled by calling the Union office.

### **TRANSFERS**

Your membership in the Teamsters Union allows you to transfer to any Teamsters Local without paying another initiation fee. If you are current with your dues, or on withdrawal card, all that is necessary is payment of one month's dues.

### **DUES**

Your dues are due and payable on or before the first of the month and are delinquent after the last business day of the month, there is a late charge of \$1.00 for each month. If you become three months delinquent, you are automatically suspended and it is necessary for you to pay a re-initiation fee immediately.

### **MEETINGS**

The General Membership Meetings are held the third Thursday of each month at 7:30 PM sharp, except on the third month of the quarter, when they are held on the third Sunday of the month at 10:00 AM sharp. We have many specially called meetings for particular jobs or industries as are necessary and notices for these meetings are usually posted on the bulletin board where you work.

EL CENTRO, you will be notified by mail of dates and times of the meetings.

SAN DIEGO OFFICE: 4666 MISSION GORGE PLACE, SAN DIEGO, CA 92120 • (619) 582-0542  
P.O. BOX 600507 • SAN DIEGO, CA 92160 • FAX (619) 582-0059  
EL CENTRO OFFICE: 2298 MERRILL CENTER DRIVE, EL CENTRO, CA 92243 • (760) 352-6571

## **PERIODICALS**

Monthly you will receive the Southern California Teamster newspaper which also contains meeting notices and many interesting articles. You will also receive the International Teamsters Magazine to keep you informed on the national level. In order for you to receive the periodicals, it is of the utmost importance that we have your correct address and phone number. PLEASE NOTIFY THE UNION OF ANY CHANGES IN ADDRESS IMMEDIATELY.

## **CONTRACTS**

Be sure to get a copy of the current contract covering the job where you are employed. Study and know your contract. If you are in doubt about anything or have any questions, contact your Business Representative.

## **GRIEVANCES**

If you have a grievance, contact your Shop Steward or your Business Representative. Most contracts have a grievance procedure, so be sure to do it right.


## **BLOOD BANK**

There is a Teamsters Union Blood Bank established for the benefit of the members and their dependents. Its existence is dependent upon contributions to the San Diego Bank at Fourth and Upas Streets. Please help us KEEP this worthwhile benefit by donating a pint of blood to protect yourself and your family.

## **QUESTIONS**

Any questions you have can be more accurately answered by your Business Representative. If they are not in at the time you call, be sure to leave your name and number where you can be contacted. We hope and trust your membership will be a long and pleasant one. Again, WELCOME!

Fraternally,

  
Jaime Vasquez  
Secretary-Treasurer



## KNOW YOUR RIGHTS

### ***“Weingarten Rights”***

The U.S. Supreme Court has ruled that a Union Steward is entitled to be present at an investigatory meeting between an employee and management if the employee reasonably believes that a disciplinary action might result. The Court in the Weingarten case determined that this right arises only in situations where the employee requests representation and does not apply to such conversations as when the supervisor gives instructions or needed corrections of work techniques.

In subsequent decisions, the Courts and the National Labor Relations Board have ruled that an employee is entitled to consult with a Union Steward before the investigatory interview; that a Union cannot invoke the employee’s Weingarten rights, and; that only you as the employee can assert this right. An employee does not have a right to Union representation, if the decision to issue discipline has already been made and the purpose of the meeting is to issue and explain that discipline.

There must be a reasonable probability of discipline resulting from the interview. If the purpose of the interview is merely to hand you a warning already drafted and not to conduct an interview which might lead to that warning, you would be subject to discipline for insubordination.

THEY ARE YOUR RIGHTS BUT  
YOU  
MUST ASK FOR THEM!