

**TCRTA Request for Proposal #2026-02
Response to Proposers Questions**

Note: Attachments referenced in the TCRTA response column can be found at the end of this document. Spreadsheets referenced in the TCRTA response column have been uploaded separately to the TCRTA Procurement Page at <https://gotcrta.org/public-information/procurement/>.

Number	Proposer Question	TCRTA Response
1	Does the TCRTA approve the use of its logo in the bid response.	Yes.
2	Labor: In order for bidders to comply with Labor Code 1070/1072 bidders will need the following information: A. seniority list for the current employees for this contract with position, full-time or part-time status, length of service, and current rate of pay. B. current rates/benefits of the current employees with specific information regarding co-pays, dependent coverage, and the amount of premium paid by the employer. C. information regarding retirement plans. D. Any applicable collective bargaining agreements for employees of these services and any applicable MOUs or side letters of agreement.	Please see Attachment 1.
3	Labor: Please provide a current organizational chart or list of positions that is being provided for this contract by the current contractor. Please indicate the percentage that these positions are dedicated to this contract.	General Manager, Assistant GM, Safety Manager, Maintenance Manager, HR Manager, Customer Service Manager, IT Manager, Safety Trainer, Parts Clerk, Accounting Clerk. All are 100% dedicated to TCRTA Operation.
4	Software: Please confirm that TRCTA will provide all operations software.	TCRTA will ensure that the selected Proposer is provided with the necessary system access required to operate and manage services. In addition, TCRTA will coordinate with the respective vendors to facilitate appropriate training for the Proposer's staff to ensure effective implementation and ongoing operations.
5	Key Personnel: Please confirm if bidders should name all key personnel. If not, please advise which key personnel should be named	Yes. At a minimum, the proposer should name the General Manager, Assistant General Manager, Safety Manager, and Maintenance Manager in their proposal. TCRTA reserves the right to review and approve or reject any proposed key personnel. TCRTA also reserves the right to request consideration of specific personnel for key positions, subject to the Contractor's employment practices and qualifications of the individual.
6	Attachment A – Multi-Year Price List Template Page 87: Can TCRTA please provide the Price List Template in Excel	Please see Spreadsheet 1 Pricing Template.
7	Attachment A – Multi-Year Price List Template Page 92: What is the difference between the Insurance section on page 92 (Section 3 Multi-Year Price Plan – Fixed Operational Costs) and Section 7? Optional Multi-Year Price Plan (Liability, Physical Damage, Risk Control) on page 9	Both sections should be completed. The Insurance section included in Section 3 – Multi-Year Price Plan (Fixed Operational Costs) is intended to ensure that insurance costs are reflected in the proposer's total operational pricing, allowing TCRTA to evaluate the full cost of service. Section 7 – Optional Multi-Year Price Plan (Liability, Physical Damage, Risk Control) is provided to capture a separate detailed breakdown of insurance-related costs. The values provided in both sections should be consistent, as they represent the same insurance costs, but are presented in different formats to support both overall cost evaluation and detailed review.
8	Section 4, 4. Bonding, page 42: Please confirm the County will accept the surety's annually renewable performance bond form.	Yes.
9	Bonding: Please confirm that no bid bond is required to be submitted with the proposal.	No bid bond is required to be submitted with the proposal.
10	Can the awarded contractor co-locate network equipment in existing IT closets, or does the awarded firm need to use separate areas?	Yes, the contractor can co-locate equipment.
11	If we cannot install our network equipment would the Agency IT provide a VLAN for the awarded contractor to use?	Network access arrangements would be subject to Tulare County IT policies and approval. The current contractor utilizes its own satellite internet connectivity and co-locates within the facility alongside TCRTA equipment.
12	IT: Please provide marked up floor plan with IT Comm closets shown on the floor plan. Please provide pictures of the IT closets to determine if there is enough space to co-locate equipment.	Please see Attachment 2 IT Closet Layout.
13	IT: What is the current bandwidth to the facility? Is there a backup circuit	Network access arrangements would be subject to Tulare County IT policies and approval. The current contractor utilizes its own satellite internet connectivity and co-locates within the facility alongside TCRTA equipment.

14	IT: Are there any pain points with the current Wi-Fi? If so, please indicate where on a floor plan they exist	Network access arrangements would be subject to Tulare County IT policies and approval. The current contractor utilizes its own satellite internet connectivity and co-locates within the facility alongside TCRTA equipment.
15	IT: Are there any existing exterior Wi-Fi access points for the bus parking lot/yard(s)? Are interior walls cinder block or stud/sheetrock?	Network access arrangements would be subject to Tulare County IT policies and approval. The current contractor utilizes its own satellite internet connectivity and co-locates within the facility alongside TCRTA equipment.
16	IT: Do the facilities have Cat 6 wiring throughout?	Network access arrangements would be subject to Tulare County IT policies and approval. The current contractor utilizes its own satellite internet connectivity and co-locates within the facility alongside TCRTA equipment.
17	IT: Is there a need for TDD/TTY, and are phone recordings required?	No need for TDD/TTY. TCRTA requests that the proposed phone system records call.
18	IT: What type of in-vehicle radios are used? Please provide the make and model. How old are they?	Current in-vehicle radios include the Motorola XPR 5580e (2023 model year).
19	Page 137 of 168, CAD/AVL/CRM Specifications, Description and Background: Will TCRTA provide the initial training for both the Peak Transit and Via software systems, or will the Proposer be responsible for securing and delivering training to its Operations team?	TCRTA will ensure that the selected Proposer is provided with the necessary system access required to operate and manage services. In addition, TCRTA will coordinate with the respective vendors to facilitate appropriate training for the Proposer's staff to ensure effective implementation and ongoing operations.
20	Page 137 of 168, CAD/AVL/CRM Specifications, Description and Background: This section indicates that TCRTA currently uses the Peak Transit CAD/AVL system for fixed-route services and the Via CAD/AVL system for paratransit and microtransit services. Please confirm that TCRTA maintains the contractual relationship with these vendors and will provide the selected Proposer with the necessary access to effectively operate and manage these services.	TCRTA maintains the contractual relationships with both the Peak Transit and the Via Transportation. TCRTA will ensure that the selected Proposer is provided with the necessary system access required to operate and manage services. In addition, TCRTA will coordinate with the respective vendors to facilitate appropriate training for the Proposer's staff to ensure effective implementation and ongoing operations.
21	Page 137 of 168, CAD/AVL/CRM Specifications, Scope of Work: This section states that the Proposer shall implement and support a Customer Relationship Management (CRM) system to support TCRTA's Central Call Center and customer service functions. Please clarify whether TCRTA is requesting that the Proposer provide only the CRM system, or whether the Proposer is expected to provide both the Central Call Center phone system platform and the CRM system.	TCRTA is requesting that the Proposer provides both a CRM system and Central Call Center system platform.
22	Page 137 of 168, CAD/AVL/CRM Specifications, Scope of Work: This section states that the Proposer shall implement and support a Customer Relationship Management (CRM) system to support TCRTA's Central Call Center and customer service functions. Does TCRTA require the CRM system to integrate with any TCRTA-provided technologies? If so, please name the technologies that require integration and describe the functionalities and capabilities TCRTA expects to achieve through these integrations.	No integration is required.
23	Page 59, Section 5.9 Loop Bus Service: Is the LOOP Bus Service comprised of charter services only? If not, how much of the 2,400 service hours for LOOP are charter services?	Yes, LOOP Bus Service is solely charter service.
24	Page 59, Section 5.9 Loop Bus Service: Historically, how many days in a year have charter services for LOOP been requested? On average, how many hours and buses have been requested per charter service request? Typically, how much support staff is needed for a typical charter request?	TCRTA offers an average of 1-2 LOOP Bus Services per week. In most case, only one vehicle is used to perform the LOOP service. LOOP Bus Services scheduling is often performed by one dispatcher. The service is carried out by one driver. Please see Addendum No.2 for LOOP service hours and miles.
25	Attachment A – Multi-Year Price List Template Page 87: Can TCRTA please provide invoices for the service for the past 12 months, as well as the current contract for these services?	TCRTA will only provide a general ledger workbook for FY24, FY25, and the current FY26 payments to the current contractor. Proposers should rely on the service descriptions, projected revenue hours and miles, staffing requirements, and other information provided in the RFP to develop their pricing proposals
26	Page 51 – Section 5 – Scope of Work: What is the peak number of vehicles on the road on weekdays for each service? What is the peak number of vehicles on the road on weekends for each service?	For fixed route service, the peak number of vehicles for the weekdays is 20. The peak number of vehicles for weekends is 17. For on-demand service, the peak number of vehicles for both weekdays and weekends is 14.

27	Page 60, Section 5.12 Vehicle Maintenance: Please confirm that if TCRTA decides to add maintenance services in this procurement, it would ONLY be for vehicles at the Central County Yard. If confirmed, please provide the list of vehicles from the fleet list in Attachment I that reside at the Central County Yard and would be a part of that award. Also, please provide a fleet replacement schedule for those vehicles, as well as the current life miles goals for each of the revenue vehicles.	As stated in the RFP, maintenance services will be for all TCRTA vehicles. Currently, vehicles located the Dinuba Yard are transported to the Central County Yard for maintenance.
28	Page 68, Section 5.16.I. Fleet Maintenance: The information on page 68 states: • Fixed Route vehicles operate approximately 1,575,000 miles total annually. • ADA Paratransit and On-Demand vehicles operate approximately 500,000 total miles annually. The table on page 52 shows approximately 300,000 total revenue miles for ADA Paratransit and On-Demand. Is the 200,000 mile difference deadhead, and if so, does it include miles between trips when no passenger is onboard?	Please see Addendum No. 2 for more information about revenue and deadhead miles. For demand-response, deadhead miles refers to miles traveled when no passenger is onboard.
29	Page 68, Section 5.16.J. Fueling: Please confirm that proposers will fuel vehicles with fuel provided by TCRTA at the Dinuba and County yards.	Yes. Revenue vehicles will be fueled at Tulare County and member city fueling facilities.
30	What's the battery capacity in kWh of the 10 Ford ETransits?	The 2022 Ford E-Transit has a 68 kWh battery capacity.
31	What service type are the Ford ETransits assigned to? What's the minimum, maximum, and average mileage run by the Ford ETransits per day	The E-Transit vehicles provide both microtransit and paratransit service, as the two services are commingled for Demand Response.
32	Do you have plans for future electric vehicle purchases? Please provide a copy of your Zero Emissions Transition Plan, if available	Yes. TCRTA has plans to purchase Battery-Electric Buses from either Gillig or New Flyer. TCRTA is currently working on the ZEB Roll-Out Plan. It is not available to share at this moment.
33	Please provide information on the infrastructure/charging equipment for the electric vans, including OEM, type (overhead, plug-in, inductive), location (yard, in-route), charger level (1, 2, or 3), rated power (kW), charger compatibility standard, and power source (fully utility, microgrid, etc.	TCRTA will be responsible for all electric charging costs. TCRTA currently maintains ten (10) Level 2 electric vehicle chargers located at the TCRTA Main Administrative Office. In addition, TCRTA has implemented access to Tesla Supercharger stations for mid-day vehicle top-offs at locations in Goshen, California and Visalia, California. These Supercharger stations are public charging facilities and are available for agency vehicle use as available.
34	Who is responsible for High Voltage PPE, safety equipment, and insulated tools? Additionally, who is responsible for charging electric fueling costs	TCRTA will be responsible for all electric charging costs. TCRTA currently maintains ten (10) Level 2 electric vehicle chargers located at the TCRTA Main Administrative Office. In addition, TCRTA has implemented access to Tesla Supercharger stations for mid-day vehicle top-offs at locations in Goshen, California and Visalia, California. These Supercharger stations are public charging facilities and are available for agency vehicle use as available.
35	Page 52, Section 5.2 Projected Revenue Hours Table and Projected Revenue Miles Table: Can TCRTA please provide these exact tables by yard (Dinuba and Tulare)? In other words, what are the projected revenue hours and miles by yard by service.	The tables have been updated to show revenue and total miles and hours by Member Agency. TCRTA does not assign vehicles or service by yard; assets are used interchangeably based on daily availability. As a result, a yard-based breakout of projected miles and hours by service is not tracked or provided.
36	Please confirm the submission method for proposals (via email, portal, etc.).	Proposals may be submitted electronically via email to procurement@gotcrt.org in accordance with the submission instructions provided in the RFP. If file sizes exceed email limits, proposers may provide a secure download link to the proposal files. TCRTA must have full access to the files and the ability to download them without restriction.
37	Please confirm that TCRTA will accept electronic signatures on all forms and the cover letter.	Yes.
38	Please clarify the required submission format for confidential and proprietary information. Should such information be included within the main proposal (clearly marked) with a corresponding redacted copy provided, or submitted in a separate marked volume as an appendix.	Proposers shall submit one (1) complete Proposal in PDF format. In addition, proposers shall submit a separately prepared redacted version of the Proposal identifying any information the proposer claims is confidential or proprietary. The redacted version should clearly remove or obscure any such information while maintaining the overall structure of the original proposal.
39	Please confirm that the technical and price proposals are to be submitted together as one (1) PDF file, or if price is to be submitted separately.	Proposers shall submit all documents as one (1) complete Proposal in PDF format. In addition, proposers shall submit a separately prepared redacted version of the Proposal identifying any information the proposer claims is confidential or proprietary. The redacted version should clearly remove or obscure any such information while maintaining the overall structure of the original proposal.

40	<p>Price Adjustment: Will TCRTA include a provision that provides for price adjustments if Contractor's costs increase or revenues decrease as a result of (i) changes to the scope of work/service hours requested by TCRTA, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days' written notice to the other party. The Contractor needs price protection for changes requested by TCRTA or matters that were not contemplated at the time of Contractor's proposal.</p>	<p>1. Please see TCRTA - Transdev Contract pdf page 61 for TCRTA's default position.</p> <p>2. Proposers should provide a tiered variable and fixed rate table based upon service hours.</p>
41	<p>Vehicle Acceptance Standards (if Contractor is to provide maintenance): Will TCRTA include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected? Will TCRTA also include Contractor's vehicle acceptance agreement as an exhibit to the Agreement? Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. Additionally, will TCRTA include that TCRTA will be responsible for the cost of major repairs needed during the first 180 days after Contractor begins service under the Agreement</p>	<p>Please see TCRTA - Transdev Contract pdf page 700 for TCRTA's default position.</p>
42	<p>Facility Condition/Environmental: Will TCRTA include a provision to make it clear that Contractor is not responsible for any facility repairs or environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of TCRTA facilities, or caused by any party other than Contractor? Contractor should not be responsible for existing issues or issues caused by other parties.</p>	<p>TCRTA retains responsibility for facility maintenance and infrastructure associated with TCRTA/County-owned facilities. The Contractor will not be responsible for facility repairs, environmental conditions, or hazardous material releases that existed prior to the Contractor's occupancy of the facilities or that are caused by parties other than the Contractor.</p> <p>However, the Contractor will be responsible for any damages, environmental issues, or hazardous material releases that result from the actions or negligence of the Contractor, its employees, or subcontractors during the performance of services under the Contract.</p>
43	<p>Force Majeure: Will TCRTA include a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes or disputes, terrorism, etc.)? Contractor should be excused from performance under the contract for circumstances beyond Contractor's control.</p>	<p>A force majeure provision may be included in the final contract to address circumstances beyond the reasonable control of the parties.</p>
44	<p>Bus Operator Qualifications: This section states: Contractor shall reject any applicant with any felony conviction. Will TCRTA revise to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws? Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on any felony conviction violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm</p>	<p>The solicitation language stating that the contractor shall reject any applicant with any felony conviction is intended to ensure compliance with federal safety and drug-free workplace requirements applicable to federally funded transit operations. However, the agency recognizes that a blanket exclusion of all applicants with felony convictions may conflict with guidance issued by the U.S. Equal Employment Opportunity Commission (EEOC) under Title VII of the Civil Rights Act of 1964.</p> <p>Accordingly, the requirement should be interpreted to mean that contractors must conduct appropriate background checks and evaluate criminal convictions on a case-by-case basis consistent with EEOC guidance. Contractors must consider the nature and gravity of the offense, the time that has passed since the conviction or completion of the sentence, and the nature of the job sought.</p> <p>Nothing in this clarification alters the contractor's obligation to comply with the Drug-Free Workplace Act and Federal Transit Administration requirements. In accordance with these requirements, if an employee working on a federally funded project is convicted of a criminal drug statute violation occurring in the workplace, the contractor must notify the agency and the Federal Transit Administration within the required timeframe and take appropriate personnel action or require participation in an approved drug rehabilitation program.</p> <p>Contractors must also ensure that all employees performing safety-sensitive transit duties comply with all applicable federal drug and alcohol testing requirements.</p>

45	Renewal Options: This section states: The successful Proposer will be required to enter into a Contract with a base term of five (5) years, with up to three (3) optional one-year extension periods, exercisable at the sole discretion of TCRTA. Will TCRTA revise to require mutual agreement for any extension of the term of the agreement? Renewal or extension of the agreement should require agreement of both parties.	Mutual agreement is implied, however the extension can only be triggered at the sole discretion of TCRTA, not the proposer.
46	Termination for Convenience: This section states: TCRTA may terminate this contract, in whole or in part, at any time by written notice to the Proposer when it is in the TCRTA's best interest. Will TCRTA revise to provide for at least 60 days' notice of termination and payment of Contractor's reasonable close-out costs? Contractor will have contract termination costs as well as employment termination obligations required by law (WARN Act, etc.).	Please see TCRTA - Transdev Contract pdf page 53 for TCRTA's default position.
47	Insurance Claims, page 25, Section 7B: This section states: Provide a list of any insurance claims valued over \$25,000 within the past five (5) years that were paid by the Proposer. Claims shall include the year, settlement amount, jury awards, and other legal awards for accidents for which the Proposer was liable. Will TCRTA remove this section/requirement? Contractor does not provide details surrounding past claims. This information is confidential and/or subject to NDAs with the claimants themselves	TCRTA will not remove this requirement. The information is requested to allow TCRTA to better understand the Proposer's safety and risk management history. Proposers may redact personally identifiable information or other confidential details as necessary. However, proposers should provide the requested information to the extent possible, including the year of the incident and settlement or award amount where available.
48	Section 6-3, page 16, Required Forms, i, states: Transit Employee Protective Agreements (TCRTA does not have a form please use Proposer agreements). Will TCRTA revise this requirement to include "if applicable"? Transit employee protective agreements (or 13(c) agreements) are signed by transit agencies in connection with an application for a grant of federal assistance by the FTA. Transit agencies apply for FTA funding and are required to enter into 13(c) agreements to protect transit employees who may be affected by the FTA-funded project. The contractor does not apply to the FTA for funding, and there are no 13(c) agreements in which Contractor is a party. Contractor should be responsible only for its obligations to bargain collectively with any union representing employees but should not be responsible for other 13(c) claims against TCRTA or the prior Contractor.	Proposers may respond "Not Applicable" if they are not a party to any transit employee protective agreements or similar labor protection agreements applicable to the services proposed under this solicitation.
49	Performance Standards: Please provide the current performance achieved in each of the services as it relates to the listed performance standards in the RFP	The performance standards identified in the RFP represent the minimum service expectations that will apply under the resulting contract. Proposers should develop their operational approach and pricing based on their ability to meet or exceed the performance standards described in the RFP.
50	Performance Standards: Please explain the current daily call volume, broken down by weekday, Saturday, and Sunday, if possible.	TCRTA has provided call log data for the month of February 2026. Please see Spreadsheet 2 Call Log Data.
51	Vehicles: How many vehicles will be made available to the incoming contractor to perform training during the start-up period? Will TCRTA provide start-up activity space for the awarded contractor?	TCRTA will provide reasonable space/vehicles (shared) for the start-up period at the Transit Operations and Maintenance Facility to the extent that current operations are not impeded.
52	Vehicles: Please clarify if the contractor is responsible for engine and transmission overhauls for the revenue fleet? If yes, would TCRTA consider allowing the contractor to provide this on a pass-through basis to TCRTA?	If fleet maintenance services are awarded under the Contract, the Contractor will be responsible for routine maintenance, inspection, and repair of vehicles and related components in accordance with manufacturer recommendations and TCRTA maintenance standards. However, major capital components of electric vehicles, including traction batteries and related high-voltage components, engine and transmissions, will remain the responsibility of TCRTA unless otherwise directed by the Agency. The Contractor will be expected to coordinate with TCRTA regarding any issues identified with electric vehicle batteries or high-voltage systems and assist in facilitating manufacturer warranty repairs or specialized service providers as needed. Items need to be approved by TCRTA, and once approved, will be pushed through as a pass-through.
53	Vehicles: Please provide the last 12 months of history for major component replacement and repair for the TCRTA provided fleet for this contract.	During the last 12 months, major component replacement and repair expenses totaled \$92,165.63.

54	Vehicles: Do any of the TCRTA-provided buses have a remaining or extended warranty on any of the components	Yes. Some TCRTA-provided buses may have remaining or extended component warranties. The selected Proposer will be expected to monitor applicable warranty periods and ensure that preventative maintenance is performed in accordance with manufacturer requirements so that the vehicles remain in compliance with warranty conditions.
55	General: At this time what are the three biggest challenges TCRTA and the system face, and how have these inhibited TCRTA from achieving its goals?	<p>At this time, TCRTA has identified several key challenges and opportunities for improvement within the system:</p> <p>Microtransit efficiency. As microtransit services continue to evolve, TCRTA is focused on improving operational efficiency, including vehicle utilization, trip grouping, and overall cost effectiveness while maintaining reliable service for riders.</p> <p>Service quality and continuous improvement. TCRTA is seeking a contractor that will actively pursue service improvements and operational innovation rather than maintaining a “business as usual” approach. This includes identifying opportunities to enhance reliability, customer experience, and operational performance.</p>
56	Performance Standards: Who certifies riders for the paratransit services? If this is the responsibility of TCRTA or a third-party firm, please describe the process for coordinating this data with the contractor. If this is the responsibility of the contractor under this agreement, please describe the responsibilities involved with this item.	TCRTA is responsible for the administration of the ADA complementary paratransit eligibility certification program. The Agency manages the application, review, and determination process in accordance with applicable ADA requirements. Once eligibility determinations are made, TCRTA will provide the contractor with the necessary rider eligibility information through the Agency’s scheduling and dispatch systems or other data-sharing methods used for paratransit trip scheduling and service delivery. The contractor’s responsibility is limited to using the eligibility information provided by TCRTA to schedule, dispatch, and deliver ADA complementary paratransit service in accordance with the requirements of the RFP and applicable ADA regulations. The contractor will also be expected to coordinate with TCRTA staff regarding rider eligibility records as needed to ensure accurate scheduling and service delivery. TCRTA may pass on the full responsibility to the contractor.
57	Performance Standards: Please clarify if billable time begins at the first pick-up, even if that pick up is a no show	Please see addendum No.2. TCRTA pays for total hours which includes both revenue hours and deadhead hours.
58	Are there specific routes that electric vehicles are, or will be required to run? If so, which ones	No specific routes at this time. Currently, the electric vehicles in the fleet are used for Demand Response services (microtransit and paratransit). There are specific zones where the vehicles operate.
59	Paratransit Call Data: To ensure that all bidders have the same information as is readily available to the incumbent contractor and in an effort to provide maximum cost savings to TCRTA and assist bidders in assessing call center agent schedules and productivity we would like to receive telephone system reports for a fairly representative week for the service which excludes holidays or unusual weather or events which might have impacted service levels: a) Contact Types In-Scope (Calls, AI, Chatbot, USPS, Email, Text, Portal, Social, In-Person) b) Service Level (e.g., 80% answered in 20 seconds) c) Volumes of calls by call types d) Inbound and outbound calls by time of day e) Total inbound calls abandoned by time of day f) Abandonment Rate g) Average time to answer by time of day h) Longest wait time i) Average Handle Time (AHT) (Minutes/Seconds) j) Agents logged in by time of day k) Average agent availability l) Liquid Damages m) Complaint Historical Volume	TCRTA has provided call log data for the month of February 2026. Please see Spreadsheet 2 Call Log Data.

60	<p>Paratransit Trip Data: To ensure that all bidders have the same information as is readily available to the incumbent contractor and in an effort to provide maximum cost savings to TCRTA and assist bidders in assessing system trip-making patterns, we would like to receive the following data in Excel for a recent seven-day period. We would like this data to be drawn from a representative week for the service, which excludes holidays or unusual trip-making patterns associated with adverse weather or special events. a) Origin and destination latitude and longitude coordinates for each scheduled trip b) Final status of each scheduled trip, e.g., whether the trip was provided, cancelled, or no-showed c) Scheduled and actual pick-up and drop-off times for each performed and no-showed trip d) Passengers transported, broken down by riders, attendants, companions, children, and any other passenger categories tracked by the system e) For each trip, whether the rider used a mobility device, service animal, or any other equipment codes f) Number of trips denied, broken down by capacity, eligibility, and rider refusals as well as by any other category currently tracked g) Number of complaints received</p>	<p>TCRTA will release available paratransit trip data for a representative seven-day period. However, due to the sensitive nature of exact origin and destination coordinates, the data will be provided using origin zone and destination zone information only rather than specific latitude and longitude coordinates.</p> <p>TCRTA believes that zone-level data will provide sufficient information for proposers to assess trip volumes, travel patterns, and weekly service characteristics. Data elements that can be reasonably provided without compromising sensitive information will be included in the dataset.</p> <p>Please see Spreadsheet 3 On Demand Ride Requests.</p>
61	<p>Runcut: Please provide the current driver's bid sheets for the TCRTA, showing all bid and open runs, and the total hours for each operator per week. Please also provide current operator paddles and detailed vehicle blocking that shows all vehicle events, such as deadheads and specific trips of each route each vehicle performs.</p>	<p>Please see Attachment 4 Runcut Schedules</p>
62	<p>Runcut: Please provide garage deadhead and distance calculations by route. We need this to verify assumptions pertaining to runtypes, relief points, travel times, and payments, and other premiums paid to drivers. This information is critical for firms to provide TCRTA with their most aggressive and efficient pricing.</p>	<p>TCRTA is providing operational data for the month of January, which is considered representative of typical system operations. Please see Spreadsheet 8 – January Miles and Hours by Route. Proposers may use this information to develop their own assumptions regarding garage deadhead, run types, relief points, travel times, and related operational considerations.</p>
63	<p>Runcut: To provide the best pricing to TCRTA and reduce the need for assumptions that may increase the price of services, please provide information on the current operation regarding driver reliefs- locations and how they are completed, how operators are paid for reliefs along with the number and use of shuttle vehicles/relief cars, etc. If a new provider is selected to be the next contractor, do they have to adhere to your current relief points?</p>	<p>Operator reliefs are currently conducted at several common locations including the Tulare Transit Center, Dinuba Transit Center, the County Central Yard, and limited space at the TCRTA Administrative Office.</p> <p>Specific procedures regarding operator reliefs, including compensation for relief time, shuttle or relief vehicle usage, and operational practices are managed by the current contractor and are not administered directly by TCRTA. Therefore, detailed information regarding these practices is not available.</p> <p>Proposers may propose their own operational approach to operator reliefs, including the use of relief vehicles or alternative methods, provided the proposed approach meets all service requirements outlined in the RFP. Relief locations identified above are typical but are not mandatory, and the selected contractor may propose alternative operational strategies for TCRTA's consideration.</p>
64	<p>Revenue Hours: Please clarify if "billable time" continues past "scheduled hours" due to exterior factors (traffic, weather delays, etc.) that are beyond the control of the contractor.</p>	<p>Please see Addendum No. 2.</p>
65	<p>Will TCRTA provide an electronic copy of the current contract including all amendments between TCRTA and the incumbent contractor?</p>	<p>Yes. Please see file names "Transdev Contract".</p>
66	<p>Will TCRTA consider a 12 month moratorium on deductions and incentives for the incoming Service Provider?</p>	<p>TCRTA may commit to a 6 month moratorium on deductions and incentives.</p>
67	<p>Consider making extension of option years by mutual agreement of both parties.</p>	<p>Mutual agreement is implied, however the extension can only be triggered at the sole discretion of TCRTA, not the proposer.</p>
68	<p>Confirm DBE participation and forms are not required and omission will not deem proposal non responsive.</p>	<p>Please see Addendum No. 2.</p>
69	<p>Confirm removal of Coronavirus reference in submission outline.</p>	<p>The Coronavirus Management Plan referenced in the submission outline is not required for this solicitation.</p>
70	<p>Clarify electronic submission versus USB shipment requirements.</p>	<p>Proposals may be submitted electronically via email to procurement@gotcрта.org in accordance with the submission instructions provided in the RFP. If file sizes exceed email limits, proposers may provide a secure download link to the proposal files. TCRTA must have full access to the files and the ability to download them without restriction.</p>
71	<p>Provide Price Plan forms in Excel format.</p>	<p>Please see Spreadsheet 1 Pricing Template.</p>

72	Consider making mobilization and start up costs separately reimbursable.	Start-up/Mobilization costs should be reflected in Year 1. Proposers should include all start-up or mobilization-related costs in the Year 1 column.
73	Consider allowing virtual remote option for proposer interviews.	TCRTA will permit both in person and virtual interviews.
74	Allow proposers to provide statement confirming compliance with Transit Employee Protective Agreement Section 13c.	Proposers may provide a statement confirming compliance with applicable Transit Employee Protective Agreement requirements under Section 13(c), if applicable. If no such agreements apply to the proposer, the proposer may indicate "Not Applicable."
75	Confirm power for charging electric vehicles will be provided.	TCRTA currently maintains ten (10) Level 2 electric vehicle chargers located at the TCRTA Main Administrative Office. In addition, TCRTA has implemented access to Tesla Supercharger stations for mid-day vehicle top-offs at locations in Goshen, California and Visalia, California. These Supercharger stations are public charging facilities and are available for agency vehicle use as available.
76	Indicate location, quantity, type, and status of charging infrastructure.	TCRTA currently maintains ten (10) Level 2 electric vehicle chargers located at the TCRTA Main Administrative Office. In addition, TCRTA has implemented access to Tesla Supercharger stations for mid-day vehicle top-offs at locations in Goshen, California and Visalia, California. These Supercharger stations are public charging facilities and are available for agency vehicle use as available.
77	Will TCRTA provide a five-year history of Workers Compensation and Auto accident claims or losses?	Please see Attachment 3 Accidents Log for a log of vehicle accidents.
78	Will TCRTA provide the last 24 months of deductions and incentives by category and associated KPIs imposed on the incumbent contractor?	TCRTA has defined the incentive and deduction framework, including performance categories and associated key performance indicators (KPIs), in Section 7 – Incentives and Deductions of the RFP. Proposers should use the information provided in the RFP to develop their proposals and pricing assumptions. TCRTA does not plan to release historical incentive and deduction data from the incumbent contractor during the solicitation period. The incentive and deduction provisions described in the RFP represent the performance standards that will apply under the resulting contract
79	Will TCRTA provide the last 12 months of incumbent contractor invoices?	TCRTA will only provide a workbook for FY23, FY24, and the current FY26 payments to the current contractor. Along with a sample invoices for fixed, variable, and maintenance costs from the current contractor. Proposers should rely on the service descriptions, projected revenue hours and miles, staffing requirements, and other information provided in the RFP to develop their pricing proposals
80	Will TCRTA provide a three-year history of revenue and deadhead hours and miles for all services operated by the incumbent contractor?	<p>For FY 2024–2025, Fixed-Route service recorded 1,470,316 revenue miles and 73,233 revenue hours, with 93,784 deadhead miles and 5,664 deadhead hours. Demand Response service recorded 295,678 revenue miles and 21,837 revenue hours, with 105,857 deadhead miles and 15,378 deadhead hours.</p> <p>For FY 2023–2024, Fixed-Route service recorded 1,823,661 revenue miles and 100,708 revenue hours, with 108,693 deadhead miles and 5,965 deadhead hours. Demand Response service recorded 312,781 revenue miles and 20,966 revenue hours, with 115,556 deadhead miles and 11,173 deadhead hours.</p> <p>For FY 2022–2023, Fixed-Route service recorded 1,891,805 revenue miles and 101,200 revenue hours, with 111,532 deadhead miles and 6,644 deadhead hours. Demand Response service recorded 213,578 revenue miles and 16,860 revenue hours, with 182,404 deadhead miles and 13,924 deadhead hours.</p> <p>At the end of FY 2023-2024, the City of Porterville left the TCRTA JPA. This explains the decrease in revenue miles following FY 2023-2024.</p> <p>These are the totals provided as part of TCRTA's NTD reporting. These total are for informational purposes only. Proposer should use projected total hours when completing the applicable Price List Sheets.</p> <p>Please see Addendum No. 2 for more information regarding total hours and miles.</p>
81	Provide annual maintenance miles for each service type.	Demand Response: Total annual vehicle miles (401,545); Motor Bus: Total annual vehicle miles (1,566,077).
82	Consider adjusting rate change threshold from 20 percent to 10 percent change in revenue service hours.	Proposers should provide a tiered variable and fixed rate table based upon service hours.
83	Provide one year history of call volumes and ticket sales.	Please see Spreadsheet 2 Call Log Data for call volume date for the month of February 2026. TCRTA believe this is representative of current call volume levels. For FY 25, TCRTA sold an estimated of 50,000 regional multi-use bus passes. This number is an informational only.

84	Confirm proper number of revenue hours as totals appear incorrect.	Please see Addendum No. 2.
85	Provide current odometer readings and estimated insurance value for each vehicle.	Please see Spreadsheet 4 Vehicle Inventory. Insurance value cannot be provided at this time.
86	Provide quantity and type of relief and support vehicles owned or leased.	The incumbent currently has 10-15 support non-revenue vehicles.
87	Provide age and condition of bus wash at North County Yard.	TCRTA is unable to provide the age of the bus wash facilities at this time. The bus wash facilities at both the North County Yard and Central County Yard are operational and available for use. Proposers should assume the facilities are in serviceable working condition.
88	Provide age and condition of bus wash at Central County Yard.	TCRTA is unable to provide the age of the bus wash facilities at this time. The bus wash facilities at both the North County Yard and Central County Yard are operational and available for use. Proposers should assume the facilities are in serviceable working condition.
89	Provide age and condition of CNG compressors.	The CNG compressors were designed in 2019 and are in good condition.
90	Provide certification status of vehicle CNG tanks.	TCRTA maintains a CNG tank inspection and certification program for all applicable fleet vehicles. The majority of CNG-equipped vehicles are currently certified. A limited number of units are pending inspection or recertification. Proposers should anticipate that the CNG fleet certification status may evolve between the time of this addendum and the contract start.
91	Provide down list, CMMS in use, rebuild history, maintenance expense history, PM records, fleet replacement schedule, CPM, and peak pullout requirement.	See Attachment 5 TCRTA Downlist for the current vehicle down list. The incumbent utilizes Hexagon as its Computerized Maintenance Management System (CMMS). Pass-through maintenance expenses are detailed in the attached Contractor Invoices. TCRTA currently has approximately 20 new vehicles on order, including both cutaways and buses, which will replace aged vehicles in the fleet. A detailed fleet replacement schedule and order of replacement has not yet been finalized.
92	Provide current CBAs, MOUs, headcount, pay ranges, seniority lists, and organization chart for incumbent employees.	Please see Attachment 1 Labor Codes and Bargaining Agreements.
93	Provide maintenance CBAs, MOUs, staffing details, maintenance organization chart, and vehicle to mechanic ratio.	Please see Attachment 1 Labor Codes and Bargaining Agreements.
94	Provide summary benefits descriptions, employee census data, premiums, funding status, and participation rate.	Please see Attachment 1 Labor Codes and Bargaining Agreements.
95	Are there employer contributed benefits besides medical, dental, vision, and retirement?	Please see Attachment 1 Labor Codes and Bargaining Agreements.
96	Will accrued paid time off earned through contract conclusion be paid out by the current contractor?	TCRTA is not responsible for the payout of accrued paid time off. Any accrued leave obligations are the responsibility of the current contractor, in accordance with their internal policies and applicable labor agreements.
97	Provide annual turnover rate by employee classification.	TCRTA does not maintain annual turnover rate data by employee classification. Proposers should develop staffing and retention assumptions based on their own experience and industry standards.
98	Provide annual overtime rates for all employment classifications.	Please see Attachment 1 Labor Codes and Bargaining Agreements.
99	Provide copy of current drivers weekly roster including extraboard shifts.	Please see Attachment 1 Labor Codes and Bargaining Agreements.
100	Provide copy of non drivers weekly schedule.	Please see Attachment 1 Labor Codes and Bargaining Agreements.
101	Specify how and where operator reliefs are currently conducted.	Operator reliefs are currently conducted at the Tulare Transit Center, Dinuba Transit Center, County Central Yard, and limited space at the TCRTA Main Administration Office.
102	Provide current count of daily pullouts from each County Yard.	Please see Spreadsheet 8 January Miles and Hours by Route, which includes daily pullout information for a representative month of service. Proposers may use this information to develop their own assumptions regarding daily pullouts by facility.
103	Detail how complaint management is handled currently.	Customer complaints are initially received and managed by the current service operator. Complaints are logged and tracked through a customer relationship management (CRM) system and forwarded to TCRTA administration for review and oversight as appropriate.

104	Clarify if a CRM is utilized and provide its name.	Customer complaints are currently logged and tracked by the service operator through a customer relationship management (CRM) system. TCRTA does not specify or maintain the CRM platform used by the operator and does not have the name of the system currently in use.
105	Provide definition of revenue hours applied.	Please see Addendum No. 2. For this solicitation, revenue hours refers to the total hours that a transit vehicle is in service and available to transport passengers, excluding deadhead, maintenance, training, and layover time not available for boarding.
106	Provide number of bus stops and shelters to be maintained.	We have about 400 bus stops and 146 bus shelters. (Not all bus stops need maintenance).
107	Indicate whether a GPPV certificate is acceptable in place of SPAB.	SPAB is required when transporting school pupil. SPAB is required.
108	Will TCRTA clarify whether subcontracting will be permitted for ancillary functions such as janitorial, landscaping, and bus stop maintenance?	Yes, subcontracting is permitted.
109	If subcontracting is permitted will TCRTA provide names and contact information for subcontractors and vendors currently utilized?	Currently, subcontractors are not being used.
110	Will TCRTA share a detailed listing of equipment, software, hardware, and other property excluding vehicles provided by TCRTA?	Spreadsheet 4 provides a listing of TCRTA's currently cataloged shop equipment. TCRTA utilizes several technology platforms across its fleet, including Peak Transit and Via Transportation for CAD/AVL and APC on Fixed-Route service, Hanover audio announcement systems, and SafeFleet onboard camera systems. Farebox equipment includes current Genfare units and Diamond fareboxes. In-vehicle radios are Motorola XPR 5580e units, model year 2023.
111	Will TCRTA confirm if the Service Provider must provide cellular service or data coverage for all software, hardware, and tablets?	TCRTA vehicles have on-board routers with WIFI capabilities. Depending on connectivity bandwidth, TCRTA may be able to provide connection to additional Proposer-suggested equipment. With that said, proposers should be able to provide their own connection to any additional equipment they may suggest.
112	Does the incumbent employ SmartDrive, DriveCam, or similar system and may the incoming contractor use a similar system?	The incumbent currently uses Lytx DriveCam. A similar system would be sufficient.
113	Clarify if added technology is used to monitor vehicle charging.	There is no added technology to monitor electric vehicle charging levels. TCRTA welcomes optional solutions to monitor electric vehicle charging.
114	Confirm if existing call center phone system and furniture will be transferred.	Furniture will be provided. The phone system must be provided by proposer.
115	Confirm Contractor will not be responsible for building security equipment costs.	Building security equipment will be provided and maintained by the Agency. The Contractor will not be responsible for associated equipment costs; however, the Contractor will be responsible for damage caused by its employees.
116	Page 25, 7. Safety Program Management Plan, Item B: Claims information is confidential, could be voluminous and will vary widely based on the size of the bidder. Would TCRTA instead allow bidders to submit a list of claims that are relevant to this project for TCRTA, meaning they could impact the bidder's ability to perform this contract?	Please see TCRTA - Transdev Contract pdf page 716 for TCRTA's default position. Report claims over \$25,000 for the prior year.
117	Page 42, 4. Bonding: Please confirm an annually renewable performance bond is acceptable	Yes.
118	page 15, RFP Packing and Submission Instructions: Please confirm the instructions for electronic submission of proposals. Due to the size of the proposal files, it may not be possible to email them as attachments to an email. Will TCRTA accept a link to the proposal documents, for example a Dropbox link?"	TCRTA will accept a secure link (e.g., Dropbox or similar) if file sizes prevent email attachments. The link must allow TCRTA to access and download/export the proposal documents prior to the submission deadline.
119	page 16 Submission Package Outline: Should the proposal response format follow the outline on page 16 or should it follow the detailed alpha-numeric formatting on pages 17-26?	It should follow the detailed alpha-numeric formatting on pages 17-26.

120	Page 18, 2. Staffing Plan and Narrative: The current contract staffing also includes a Customer Service Manager, IT Specialist and HR Manager, please confirm that bidders' staffing of Key Management should include these positions and resumes are required to be included in the proposal. Additionally, please confirm a resume is required to be submitted for the Maintenance Manager for the maintenance option	Proposers are required to identify and provide one-page resumes for key management personnel and essential operational positions as identified in the Staffing Plan section of the RFP. These positions generally include the General Manager, Assistant General Manager, Maintenance Manager and Safety and Training Manager, as well as any other key management personnel proposed to oversee the contract. Proposers are not required to name all operational personnel at the time of proposal submission. Certain supervisory and operational staff may be proposed after contract award, subject to TCRTA review and approval prior to the commencement of services
121	Page 44 and 67: Is TCRTA considering submitting for membership to CalTIP for liability coverage on a portion, or all TCRTA owned vehicles or is the Contractor expected to provide all liability insurance for TCRTA vehicles as outlined in Section H on page 67 of the RFP? If a portion, bidders will need to know the portion to include coverage for	For purposes of this proposal, the Contractor will be responsible for providing liability insurance coverage for all current and future TCRTA revenue vehicles.
122	page 44: If TCRTA procures coverage through CalTIP, will such coverage extend to cover claims caused by the Contractor in operation of TCRTA owned vehicles?	TCRTA does not currently participate in CalTIP and has not determined the extent of potential coverage under the program. If TCRTA elects to pursue CalTIP participation, coverage details would be discussed at a later stage.
123	page 45: Will TCRTA consider removing or the \$10,000 maximum deductible for Collision and Comprehensive coverage? Low deductibles are not available in the marketplace for large transit organizations.	No change is being made to the RFP at this time. Proposers should respond in accordance with the insurance requirements outlined in the RFP. If a proposer is unable to obtain coverage with the specified deductible limits, the proposer may identify the deductible levels available in the marketplace and clearly describe them in their proposal. Any proposed deviations from the insurance requirements will be reviewed by TCRTA and may be addressed during contract negotiations with the selected proposer.
124	page 59: For the maintenance option, will the Contractor responsible for the costs of major components for the revenue fleet? If yes, which major components (engine and transmission overhauls, turbos, etc.?)	If fleet maintenance services are awarded under the Contract, the Contractor will be responsible for routine maintenance, inspection, and repair of vehicles and related components in accordance with manufacturer recommendations and TCRTA maintenance standards. However, major capital components of electric vehicles, including traction batteries and related high-voltage components, engine and transmissions, will remain the responsibility of TCRTA unless otherwise directed by the Agency. The Contractor will be expected to coordinate with TCRTA regarding any issues identified with electric vehicle batteries or high-voltage systems and assist in facilitating manufacturer warranty repairs or specialized service providers as needed. Items need to be approved by TCRTA, and once approved, will be pushed through as a pass-through.
125	P, page 59: For the maintenance option, will the Contractor be responsible for electric batteries and components for the electric vehicles?	If fleet maintenance services are awarded under the Contract, the Contractor will be responsible for routine maintenance, inspection, and repair of vehicles and related components in accordance with manufacturer recommendations and TCRTA maintenance standards. However, major capital components of electric vehicles, including traction batteries and related high-voltage components, engine and transmissions, will remain the responsibility of TCRTA unless otherwise directed by the Agency. The Contractor will be expected to coordinate with TCRTA regarding any issues identified with electric vehicle batteries or high-voltage systems and assist in facilitating manufacturer warranty repairs or specialized service providers as needed. Items need to be approved by TCRTA, and once approved, will be pushed through as a pass-through.
126	page 59, 9. LOOP Bus Services: Please confirm that bidders should include the cost for SPAB certification and Live Scan in their price proposals.	Yes. Proposers should include all costs associated with employee hiring, screening, licensing, and certification requirements necessary to perform the services described in the RFP. This includes costs related to SPAB certification, Live Scan background checks, and any other regulatory or compliance requirements applicable to personnel assigned to the contract.
127	page 71, K. Fleet Cleaning: The current exterior washing schedule is weekly, please confirm whether this should remain the same or if bidders should price for daily exterior washing	Proposers should assume the current exterior washing schedule of once per week for pricing purposes.
128	page 61: Is the current CRM that is used to track customer comments sufficient for the needs of TCRTA or is the agency seeking something with more functionality and if so, specifically what features would it like to add?	The current CRM is sufficient.
129	Attachment A – Multi Year Price List Templates: Can TCRTA please provide the Price List Templates in Excel format? Additionally, are bidders able to modify the price pages to add categories of cost as it relates to their price proposal i.e. Overhead?	Yes.

130	Attachment A, 1. Multi Year Price Plan (Routes, ADA Paratransit, On-Demand) Cost Per Revenue Hour: So that it is clear for all bidders, please provide the total estimated revenue hours on this price sheet.	Please see Addendum No. 2.
131	Attachment A: Please provide the billable hour definition for each service type.	Please see Addendum No. 2.
132	Attachment L: Please provide the fleet replacement plan to indicate planned bus replacements for the new contract term.	TCRTA has approximately 20 new vehicles (both cutaways and buses) on order that will replace aged vehicles in the fleet. A detailed fleet replacement schedule and order of replacement has not yet been finalized.
133	May respondents propose varying hourly rates by mode (i.e. separate costs for on demand and fixed-route revenue hours)?	Yes. Respondents may propose separate hourly rates by mode (e.g., fixed-route revenue hours and on-demand revenue hours). If separate rates are proposed, they must be clearly identified and itemized in the Price Proposal. Each rate shall be distinctly labeled by mode and presented in a clear and organized manner.
134	Please confirm that Cost Proposal Form 1 (Multi-Year Price Plan) should be completed using hours from the Projected Revenue Hours Table (RFP page 52)?	Please see Addendum No. 2.
135	Can TCRTA share 12 months of invoices submitted by its current contractor?	TCRTA will only provide a Copy of a Fixed Invoice, Variable Invoice and Maintenance Invoice. Proposers should rely on the service descriptions, projected revenue hours and miles, staffing requirements, and other information provided in the RFP to develop their pricing proposals. Please see Spreadsheet 5 Operations Invoices.
136	Can TCRTA please provide the most recent roster of current employees, pay rate, benefit offering, position, and seniority; as well as an organizational chart? We would appreciate this information for both union and non-union positions. This will support our efforts to retain current employees.	Please see Attachment 1 Labor Codes and Bargaining Agreements
137	Can TCRTA please furnish copies of the collective bargaining agreements for unionized employees?	Please see Attachment 1 Labor Codes and Bargaining Agreements
138	Can TCRTA provide a summary of recent performance deductions under its current contract?	TCRTA has defined the incentive and deduction framework, including performance categories and associated key performance indicators (KPIs), in Section 7 – Incentives and Deductions of the RFP. Proposers should use the information provided in the RFP to develop their proposals and pricing assumptions. TCRTA does not plan to release historical incentive and deduction data from the incumbent contractor during the solicitation period. The incentive and deduction provisions described in the RFP represent the performance standards that will apply under the resulting contract.
139	Has TCRTA encountered any challenges in its current contract that it seeks to improve upon in this procurement?	TCRTA has experienced challenges related to service reliability, communication, and responsiveness to operational issues. The Agency is seeking a contractor that provides strong operational leadership, proactive problem solving, and effective management of day-to-day service delivery.
140	TCRTA specifies that 'Tires and Wheels' are the responsibility of the Agency (RFP page 70). Are there any other high-cost components (e.g., engines, transmissions, or batteries) that are provided by the Agency, or is the Proposer responsible for all parts costs as stated on page 69?	If fleet maintenance services are awarded under the Contract, the Contractor will be responsible for performing routine and preventative maintenance, inspections, and repairs necessary to maintain the vehicles in a state of good repair in accordance with manufacturer recommendations and TCRTA maintenance standards. Major capital component replacements, such as full engine replacements, transmission replacements, or other significant capital items, will generally remain the responsibility of TCRTA unless otherwise authorized by the Agency. The Contractor will be responsible for identifying issues, coordinating with TCRTA, and assisting with warranty claims or approved repairs as applicable. Proposers should assume responsibility for routine component repairs and maintenance necessary to keep vehicles in service, while TCRTA will retain responsibility for major capital replacements.
141	Can TCRTA provide additional detail regarding its current bus stop maintenance program? How many bus stops are in the system? How is bus stop maintenance currently staffed.	We have about 400 bus stops and 146 bus shelters. (Not all bus stops need maintenance). They are currently maintained by the current operator's maintenance department with 2-3 individuals solely dedicated to bus stop maintenance.

142	We understand call center staffing will be the responsibility of the contractor. Can TCRTA provide information regarding call volumes and expected performance standards?	Please see Spreadsheet 2 Call Log Data for call volume data for the month of February 2026. TCRTA believe this is representative of current call volume levels.
143	We request that TCRTA provide the following system data for fixed routes (in excel or csv format): Monthly ridership totals by route for 1+ years, Stop level ridership (e.g., monthly boardings for each stop), Vehicle hours and/or revenue hours by route.	Please see Spreadsheets 6 & 7, which have been uploaded along with responses to questions.
144	To ensure we are in compliance with CA Labor Code 1070, can TCRTA please provide detailed information regarding all benefits programs for the current employees, including Medical, Dental, Vision, Pension/401k, participation rates by tier, and employer contribution levels for each category of coverage?	Attachment 1 Labor Codes and Bargaining Agreements
145	Can TCRTA please provide a seniority list for the current employees for this service? Please indicate position, full time or part time, length of service, current rate of pay, and projected rate of pay at the start of the service term	Attachment 1 Labor Codes and Bargaining Agreements
146	In order to provide accurate collision and comprehensive insurance coverage, can TCRTA please provide the insurance value of all assets the Contractor is required to insure (e.g., buses, other vehicles, facility, parts/equipment) and required valuation to be insured (e.g., actual cash value, book value, replacement cost)?	TCRTA does not maintain consolidated insurance valuation data for all assets, as insurance coverage is currently managed by the operating contractor. Proposers should base their coverage and pricing assumptions on the fleet and assets identified in the RFP.
147	Can TCRTA please disclose the last 5 years of loss history for Workers Compensation and Auto Liability (# and type of incidents, financials including paid to date and reserves by year) required to carry, in order to correctly price insurance coverages?	Please see Attachment 3 Accidents Log.
148	Can TCRTA please provide vehicle accident and injury statistics experienced by the current Contractor for the past 24 months?	Attachment 3 Accidents Log. Injury statistics is not available at this time.
149	Can TCRTA please confirm if office / transition space and vehicles will be available to the incoming Contractor for start-up activities.	TCRTA will provide reasonable space/vehicles (shared) for the start-up period at the Transit Operations and Maintenance Facility to the extent that current operations are not impeded.
150	Will TCRTA please provide an organizational chart and/ or staffing list that includes all current management, administrative, operations, maintenance, safety personnel, and open positions, if any?	Please see the file named "Transdev Contract" which has been uploaded along with responses to questions.
151	Could TCRTA please indicate whether they or the incumbent have any historical or ongoing pain points (i.e., staff shortages, performance, customer service, maintenance, etc.)?	TCRTA has experienced challenges related to service reliability, communication, and responsiveness to operational issues. The Agency is seeking a contractor that provides strong operational leadership, proactive problem solving, and effective management of day-to-day service delivery.
152	Can TCRTA please provide 3 years of historical Service Statistics data by route or by service, including Revenue Hours, Revenue Miles, Deadhead Hours, Deadhead Miles, and other hours and miles (ie. Training, Recovery / Layover time)?	Please see Spreadsheet 6 & 7, which have been uploaded along with responses to questions. Data from FY 25 is the most representative of current TCRTA service.
153	Can TCRTA please provide 3 years of historical penalties / assessed liquidated damages to the incumbent Contractor.	TCRTA has defined the incentive and deduction framework, including performance categories and associated key performance indicators (KPIs), in Section 7 – Incentives and Deductions of the RFP. Proposers should use the information provided in the RFP to develop their proposals and pricing assumptions. TCRTA does not plan to release historical incentive and deduction data from the incumbent contractor during the solicitation period. The incentive and deduction provisions described in the RFP represent the performance standards that will apply under the resulting contract.
154	Per Attachment A, should Local and Commuter Costs be included with ADA / OnDemand in Table "1. Multi-Year Price Plan (Routes, ADA Paratransit, On-Demand)"?	Yes. Local and commuter costs should be included in Table 1. Proposers may propose different rates for local, commuter, and ADA/on-demand services at their discretion.
155	Would TCRTA please provide 1 week (7 days) of ADA / OnDemand trip data including pickup origin location, times, etc	Please see Spreadsheet 3 On Demand Rider Requests.
156	Could TCRTA please provide clarity on what hour components are included in the revenue hours detailed on pg. 52 of the RFP? Do these hours include deadhead, breaks, etc.?	Please see Addendum No. 2. For this solicitation, revenue hours refers to the total hours that a transit vehicle is in service and available to transport passengers, excluding deadhead, maintenance, training, and layover time not available for boarding.

157	Per the maintenance plan request on pg. 24 of the RFP, Will TCRTA please identify any special repairs cost incurred by the incumbent over the previous 3-years?	In FY 2024, a total of \$267,829.90 in maintenance invoices was paid. In FY 2025, the total was \$371,928.89, and currently, in FY 2026, it is \$185,404.39. Please see Spreadsheet 5 Operations Invoices for more information.
158	Will TCRTA please provide an updated fleet list that includes vehicle lifetime mileage as well as mileage on current engine / transmission, and historical major component replacements	Please see Spreadsheet 4 Vehicle Inventory and Spreadsheet 5 Operations Invoices.
159	Per the RFP "Projected Revenue Hours Table" on pg. 52, the sum of hours per location do not equal the "Total" row for ADA Paratransit and LOOP service column	Please see Addendum No. 2.
160	Could TCRTA please confirm that it is the Contractor's responsibility to provide non-revenue vehicles? Would TCRTA please provide information on how many non-revenue vehicles the incumbent is utilizing?	Yes. The Proposer will be responsible for providing non-revenue support vehicles. The incumbent currently has 10-15 support non-revenue vehicles.
161	Would TCRTA please clarify if fuel provision extends to non-revenue vehicles as well?	Fuel will be provided by TCRTA for TCRTA-owned vehicles. The Contractor will be responsible for fuel for any non-TCRTA vehicles utilized by the Proposer.
162	Can TCRTA please provide a fleet replacement schedule that spans the full base and extension term	TCRTA has approximately 20 new vehicles (both cutaways and buses) on order that will replace aged vehicles in the fleet. A detailed fleet replacement schedule and order of replacement has not yet been finalized.
163	Would TCRTA please provide details in the updated fleet list that indicates whether the vehicle is dedicated to a specific service?	Please see Spreadsheet 4 Vehicle Inventory.
164	Are the buses to have the exterior washed daily? Does TCRTRA have an automatic bus wash the proposer will utilize?	Proposers should assume the current exterior washing schedule of once per week for pricing purposes.
165	Referencing NTD hour trends, it appears as though "MB" service hours have declined materially from FY 2024-2025, could TCRTA please explain what influenced this trend down?	At the end of FY 2023-2024, the City of Porterville exited the JPA. The reduction in MB service hours beginning in FY 2024-2025 reflects the removal of Porterville's fixed-route service from TCRTA's operations and NTD reporting.
166	Could TCRTA please clarify what the standard Pre and Post Trip time is for each service type.	TCRTA does not prescribe standard pre-trip or post-trip inspection durations for each service type. These procedures and associated time allowances are determined by the operating contractor in accordance with applicable safety regulations and the contractor's operating procedures. Proposers should include reasonable time for required vehicle inspections in their proposed operating plan.
167	Could TCRTA please provide out of service / vehicle availability stats for the previous 2-years?	At this time, TCRTA can provide the updated fleet inventory, including the current fleet and related statistics. Please Spreadsheet 4 Vehicle Inventory.
168	On the Projected Revenue Hours and Miles tables provide, on the Hours Table there are a few columns where the Location Hours do not add up to the Total row. On the Miles Table there are no Miles for Tulare, yet there are Hours noted above,. Can these tables be corrected to reflect the correct hours and miles?	Please see addendum No.2.
169	Would TCRTA consider adjusting the 20% service level change threshold to a 10% change. With the past 3 years of a decrease this would give both parties a more effective rate. Additionally, will the % change be by service mode and not all hours together	Proposers should provide a tiered variable and fixed rate table based upon service hours.
170	If TCRTA assigns the ADA eligibility to the Proposer at a later point in time will TCRTA allow the Proposer to request an amendment change?	If ADA eligibility determination responsibilities are assigned to the Contractor at a later time, any associated adjustments would be evaluated at that time.
171	The incumbent will not incur startup/Mobilization cost that a new proposer will, will startup be removed with evaluating the cost proposal so not to give an advantage to the incumbent.	Startup/Mobilization costs will be included as part of the overall cost proposal. This procurement is based on Best Value, and price is one of several factors considered in the evaluation. Cost will be reviewed in the context of the proposer's overall proposal and approach to delivering the services described in the RFP.
172	Please provide any formulas utilized to evaluate pricing.	TCRTA does not utilize a specific formula to evaluate pricing. Cost proposals will be reviewed for overall reasonableness and alignment with the requested pricing structure.
173	Per pg. 32 of the RFP, it is our understanding that pricing will be evaluated as a pass/fail. Could TCRTA please provide additional clarification on this section (i.e., Is there a static, budgetary dollar threshold in place that would disqualify proposers if exceeded, a percent above the low bidder threshold, or some other standard metric that could be provided to proposers)?	Pricing will be reviewed to ensure it is complete, reasonable, and responsive to the scope of services described in the RFP. There is no predetermined dollar threshold or percentage above the lowest proposal that would automatically disqualify a proposer. As stated in the RFP, this procurement is based on Best Value and price will be considered as part of the overall evaluation of proposals.

174	Will TCRTA please provide the price forms in an excel format?	Yes. Please see Spreadsheet 1 Pricing Template.
175	Will TCRTA please provide a list of subcontractors currently utilized by TCRTA or the incumbent?	Currently, subcontractors are not being used.
176	Would TCRTA be open to lowering the hour change threshold for triggering price renegotiation from +/- 20% to +/-10%?	Proposers should provide a tiered variable and fixed rate table based upon service hours.
177	Per Attachment A, Table 3., there is a "mobilization / start-up costs" line item with blank cells for each of the 5 base term years and 3 option years. Could TCRTA please clarify how Start-up costs should be allocated. (i.e. are Contractor's to amortize this cost over the entire period, the base term only, or just year 1)	Start-up/Mobilization costs should be reflected in Year 1. Proposers should include all start-up or mobilization-related costs in the Year 1 column.
178	Are the parts used over \$500 and included on the monthly invoice, will those part be reimbursed to the Proposer monthly?	Parts exceeding \$500 that are included on the monthly invoice may be reimbursed by TCRTA as pass-through costs, in accordance with the terms of the contract.
179	Can TCRTA please provide 12 months of historical invoices?	Please see Spreadsheet 5 Operations Invoices.
180	Could TCRTA please provide details on their payment terms on Contractor invoices (i.e., n/30 etc.)	Section 3. Compensation and Method of Payment for the current contract go into detail about this. Please see the document titled "Transdev Contract".
181	Can TCRTA please provide current Line Summary, Block Schedules, Driver Paddles and Runcuts for the current services, in Excel format if available?	Please see Attachment 4 Runcut Schedules.
182	Could TCRTA please indicate vehicles, if any, that have had a critical oil sample within the past 90 days?	TCRTA has not had any vehicles with a critical oil sample within the past 90 days.
183	Can TCRTA please confirm who is responsible for battery disposal for electric buses?	The Contractor will be responsible for coordinating the proper handling and disposal of electric bus batteries in accordance with applicable regulations. Responsibility for associated costs will be addressed during contract negotiations if applicable.
184	Can TCRTA identify the number of Bus Stops and Bus Stop Shelters there are?	As of today, TCRTA has 400 bus stops and 146 bus shelters.
185	If TCRTA get insurance from the California Transit Indemnity Pool, will the Proposer be named as additional insured and will this insurance be primary to any insurance the Proposer may provide?	TCRTA has not determined the structure of any potential insurance coverage through CalTIP. If pursued, insurance roles and responsibilities would be addressed at a later stage.
186	Will TCRTA please provide a list of vehicle equipment that will be provided with the revenue fleet?	Revenue vehicles are equipped with passenger information display signs, onboard connectivity routers (subject to available bandwidth), and Automatic Passenger Counter (APC) equipment. Some vehicles (not all) also have onboard camera systems, though coverage may vary by vehicle and may not be sufficient.
187	Can TCRTA please provide a list of shop equipment to be made available to the Contractor?	Please see Spreadsheet 4 Vehicle Inventory (Tab 2).
188	Will TCRTA please clarify if electronic proposals must be mailed on USB media or if email submission (within proper file naming guidelines) will be considered sufficient and responsive?	Proposals may be submitted electronically via email to procurement@gotcrt.org in accordance with the submission instructions provided in the RFP. If file sizes exceed email limits, proposers may provide a secure download link to the proposal files. TCRTA must have full access to the files and the ability to download them without restriction.
189	Can TCRTA please provide all copies of Collective Bargaining Agreements (CBAs) and/or any MOUs if applicable?	Please see Attachment 1 Labor Codes and Bargaining Agreements.
190	Will TCRTA consider making the extension terms exercisable by mutual agreement between the Agency and Contractor?	Mutual agreement is implied, however the extension can only be triggered at the sole discretion of TCRTA, not the proposer.

**Attachment 1:
Labor Codes and Bargaining Agreements**

AMALGAMATED TRANSIT UNION
 Division No. 1027 • Fresno, California



Phone (559) 442-4140
 Fax (559) 442-0544

1221 Van Ness Ave., Suite 304
 Fresno, CA 93721

July 30th, 2024

To: Hector Fuentes, General Manager
 From: Alfredo Molina, ATU 1027 Fin/Sec Treasurer
 RE: Company counter 8/2/2024 1:40 pm

Handwritten notes in yellow: "CSRS" and "Wages" with an arrow pointing to the table below.

1. Wages: Proposed (counter to company proposal). No retro.

CSR	Current	7/1/24	7/1/25
0 - 6 Months	\$ 19.67	\$ 21.00	\$ 22.00
After 6 Months	\$ 20.00	\$ 21.25	\$ 22.25
After 1 Year	\$ 20.50	\$ 22.00	\$ 23.00
After 2 Year	\$ 21.50	\$ 23.50	\$ 24.25
After 3 Year	\$ 22.75	\$ 24.50	\$ 25.50
After 4 Year	\$ 23.75	\$ 25.00	\$ 26.25
After 5 Year	\$ 24.15	\$ 25.25	\$ 26.75

2. Discussion regarding some articles that may not apply to CSR members due to them not being DOT safety sensitive employees. MT Training, 10 hour drive time rule, DOT Medical, ETC, Random Testing. We are open to language removing CSR's from the operator requirements. Wages are effective union ratification. TA pending language proposal from Alfredo.

3. Bilingual pay incentive – currently discussing. We don't agree with bilingual incentive.

4. CSR Training pay – currently discussing. \$1.00, equal to operators. TA

5. CSR Specific Shop Steward added to the CBA. We agree to a CSR Shop Steward. TA

Alfredo Molina
 Fin/Sec Treasurer
 ATU Local 1027

**AGREEMENT
BETWEEN**

**TRANSDEV SERVICES, INC.
Tulare, CA and Dinuba, CA**

AND

**AMALGAMATED TRANSIT UNION
LOCAL 1027**

Effective: July 1, 2024

AGREEMENT

This Agreement is entered into between Transdev Services (“Company”) and the Amalgamated Transit Union, Local 1027 (“ATU”), has as its purpose: The establishment of wages, hours of work, and other terms and conditions of employment. In the event ATU or the Company becomes aware of a practice, procedure, or activity which is not in compliance with this Agreement, then notwithstanding such practice, procedure, or activity, the parties shall immediately comply with the applicable provision of the agreement, rule, regulation, or statute.

ARTICLE 1 **RECOGNITION**

Section 1.1 – Recognition of the ATU

The Company recognizes ATU as the exclusive representative of “employees” as defined in Section 1.2 of this Article for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

Section 1.2 – Definition of Employees

Whenever used in this Agreement, the term “employee(s)” shall mean:

INCLUDED: All full-time and regular part-time Dispatchers, Drivers, and Service Workers employed by the Employer at or out of its Tulare, California facilities and all full-time and regular part-time Dispatchers and Drivers employed by the Employer at or out of its Dinuba, California facilities, who perform work under the Employer’s contract(s) with the Cities of Tulare, California and Dinuba, California.

EXCLUDED: All clerical, professional and confidential employees, Road Supervisors, Dispatch Supervisors, Driver Development and Safety Supervisors (dds), Maintenance Supervisors, Administrative Assistants, mechanics, guards, and supervisors as defined in the Act.

Section 1.3 – Definition of Probationary Employee

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and ATU, or an employee rehired after termination of seniority shall be on “probationary” status for ninety (90) calendar days. The discipline or discharge of an employee who is in a probationary status shall not be in violation of this Agreement.

Section 1.4 – Job Classes

The classification of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.
- b) A regular part-time employee is defined as an employee regularly scheduled to work at least sixteen (16) hours but less than thirty-five (35) hours in a work week, however, the Company may schedule a part-time employee less than sixteen (16) hours in a work week

upon the request of the employee. From time to time, part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a part-time employee works thirty-five (35) or more hours in a workweek, each week for four (4) consecutive weeks, the Company agrees to grant that employee full-time status with the exception of temporary vacancies as stated in Section 14.5. When an employee works less than thirty-five (35) hours in a workweek for six (6) consecutive weeks, that employee shall be moved/returned to part-time status.

- c) An extra-board driver is defined as a part-time employee that is regularly scheduled to work at least sixteen (16) hours but less than twenty-eight (28) hours in a work week, however, the Company may schedule an extra-board driver less than sixteen (16) hours in a work week upon agreement of the Company and employee. From time to time, extra-board part-time employees may be required to work more than twenty-eight (28) hours in a work week to meet unusually high service demands or other unusual situations. After working their twenty-eight (28) hours they can sign up for extra work from the Extra Work list based on seniority.
- d) When a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee in seniority order before non-employee applicants are considered. Employees may elect to remain part-time, if they so desire.

ARTICLE 2 **SCOPE OF AGREEMENT**

Section 2.1 – Separability

Should any Article, Section or portion of this Agreement be determined to be in conflict with any established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Articles, Sections or portions of this Agreement, which are affected by such decision.

Section 2.2 – Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this agreement, the Company and ATU each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the ATU to bargain collectively, and ATU expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were not discussed between the Company and ATU during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or ATU at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking and agreement of the Company and ATU, after exercise of the right and opportunity referred to in the first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its terms. Changes in this Agreement, whether by addition,

waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and ATU.

No employee shall be permitted to waive any of the benefits of this collective bargaining agreement. No waiver or consent to employment under the conditions other than as specified in this Agreement may be asserted by any party, unless there is a signed written supplement to this Agreement, executed by a duly authorized official of ATU and the Company in advance of any deviation from the terms contained herein.

No Company representative or official of ATU has the authority to modify any of the terms contained in this Agreement. Stewards and Executive Board members are not vested with authority to consent to or approve any deviation from the terms of this Agreement.

ARTICLE 3 **SENIORITY**

Section 3.1 – Seniority Defined

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as a driver, dispatcher, and Service Worker by the Company or date of hire from the City of Tulare or City of Dinuba, measured in the calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, but not limited to, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employee's seniority position will be determined by lot. Seniority shall not accrue to a probationary employee until the completion of the probationary period set forth in Article 1 (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement.

Section 3.2 – Layoff

- a) Determination of Layoffs: The Company will determine the timing of layoffs and the number of employees to be laid off.
- b) Layoffs: When a reduction in the workforce becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority in each job classification.

Section 3.3 – Recall

- a) Order of Recall: The employee with the most seniority in each job classification will be the first one called from layoff.
- b) Notice of Recall: The Company will forward notice of recall by registered mail, Return Receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within five (5) days (excluding weekend days) of delivery, or

attempted delivery of the notice on the date specified for recall, and thereafter, return to work on such date.

Section 3.4 – Termination of Seniority

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

- a) Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.
- b) Failure to give notice of intent to return to work after recall within the time period specified in Section 3.3(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c) Except for layoff, time lapse of twelve (12) months, since the last day of actual work for the Company, regardless of reason, unless otherwise provided for by law.
- d) Failure to return to work upon expiration of an approved leave of absence.
- e) Layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.
- f) Absence for three (3) consecutive days without notifying the Company.
- g) Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 3.5 – Seniority List

The Company shall provide ATU with a current Seniority List by the end of the first week of the month consisting of the employee's name, address, email address, date of hire, full-time or part-time status, and any retired or terminated employees, job classification change, changes in full-time, part-time, or casual part-time status. Social Security Numbers will be provided with all new hire notifications along with all other information listed above. Such a list shall be deemed accurate unless challenged by ATU or the employee within ten (10) days upon receipt.

Section 3.6 – Return of Personnel to the Bargaining Unit

A person, who transfers out of the bargaining unit for a period of six (6) months or less and remains in the continuous employment of the Company, may transfer back to his designated job classification in the bargaining unit, which he vacated. If the person has withdrawn from the bargaining unit or paid no union dues during his original transfer, then the employee shall be subject to paying all past union dues and assessments.

If the return of the employee to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off.

Section 3.7 – Transfer or Promotions

If an employee transfers or is promoted out of the bargaining unit for more than six (6) months and chooses to return to a position in the bargaining unit, the employee will lose all seniority rights in the bargaining unit.

Section 3.8 – Job Classification Transfers

Employees transferring to a different job classification in the bargaining unit, shall be compensated at the appropriate hourly rate determined by total seniority time in the bargaining unit, but for the purposes of bidding shall be considered a new hire.

ARTICLE 4 **ATU REPRESENTATION**

Section 4.1 – ATU Shop Steward

- a) Recognition of Shop Stewards: From among the employees employees in the Bargaining Unit, ATU may designate, and the Company will recognize not more than two (2) shop stewards to serve as ATU's agent in the representation of employees of the Bargaining Unit.
- b) Compensation of Shop Steward While Engaged in ATU Activity: Except as specifically provided in this Section 4.1(b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward and shall perform such duties during times when he/she is not scheduled to work for the Company. Where the Company has requested or the Company has initiated an action, requiring services of a shop steward, the steward shall be compensated for such time.
- c) Access to Personnel/Medical Files: The Company will allow the ATU officials to review an employee's personnel, and/or, medical records, if done so in the facilities' offices. A written and verbal release from the employee must be provided to the General Manager, or designee, prior to Union review of any employee's personnel files. The files will be provided to the Union as soon as practicable once the employee's release has been received as stated in this Section. Medical records will not be released absent a specific release of medical records signed by the employee.

Section 4.2 – Distribution of Union Literature

Bulletin Boards: The Company will provide ATU with a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by ATU for positing of official notices, meetings, and all other matters pertinent to ATU. All notices and communications will be on ATU letterhead. ATU agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official ATU business. ATU also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin board. The ATU business agent or other duly appointed ATU Local 1027 officer shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

Section 4.3 – ATU Business Leave

An employee designated by ATU to serve as an officer or employee of ATU shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement.

Section 4.4 – Union Release Time

The Company shall release from duty without pay any ATU representative to conduct Union business. With these requests, ATU recognizes the needs of the operation.

Section 4.5 – ATU Visitation

Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time (which includes layover and break time) and his activities will not in a manner interfere with the performance of work by the employee.

ARTICLE 5
CUSTOMER RIGHTS AND CONTINGENCIES

Section 5.1 – Termination of Transportation Service Contract(s)

If the transportation service contract(s) between the Company and its service customer(s), the City of Tulare and the City of Dinuba, terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the transportation service contract(s) to one customer(s) is terminated, then rights and obligations of this Agreement associated with work done will be continued by the new contractor, except for the pending dispute resolution as described in the previous sentence. If the service customer(s) awards the services now provided by the Company to another transportation provider, the Company will notify ATU of the time, address, and representation of such other transportation provider, if known.

Section 5.2 – Rights of Customers

Nothing in this Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its services customer(s) nor the rights and privileges of such customer(s) under the transportation services contract(s) referenced in Section 5.1 of this Article.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 – Retention of Managerial Prerogatives

Consistent with its obligation under the National Labor Relations Act, the Company retains the sole and exclusive right to exercise all the authority, rights and/or functions of management and expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employee except as the terms of this Agreement specifically limit said authority, right and powers. Consistent with the same obligations of the National Labor Relations Act, the Company also reserves the right to revise, withdraw, supplement, promulgate, and implement policies during the term of this Agreement as it deems appropriate, provided that such actions do

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

- a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, and transfer, layoff, recall to work and retire employees.
- c) To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and set the starting and quitting time and number of hours and shifts to be worked.
- d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer(s).
- e) To introduce new and improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- f) To issue, amend, and revise policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or non-existence of facts which are the basis of management decision; and to carry out the lawful directives of the customer(s) to whom the Company contracts its services. The Company will provide written notification to ATU of any changes.

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

Section 6.2 – Bargaining Unit Work

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand or emergency situations as needed when no other bargaining unit employees are readily available to perform the work. A bargaining unit employee shall take over work assigned to non-bargaining unit employees during urgent demand or emergency situations as soon as possible as they become available to

take over that work. The Company shall not be required to pull an employee from another assignment in order to replace the non-bargaining unit employee. The Company will not assign a non-bargaining unit employee to perform bargaining unit work for the sole purpose of avoiding the payment of overtime.

Section 6.3 – Contractual Duties

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to the City of Tulare or the City of Dinuba, which includes, but is not limited to the assignment, dispatching and management of trips, passengers and service to other contractors who are under contract directly to the City of Tulare or the City of Dinuba.

Section 6.4 – Work Rules

The Company, after conferring with ATU, may issue information which sets forth rules, regulations, and policies that do not conflict with the provisions of this Agreement. At least ten (10) days prior to the implementation of any new revised rule, regulation, or policy, the Company will provide ATU a copy of such revision. This Section shall not be construed as a waiver of ATU's statutory rights regarding said revisions except that the ATU acknowledges the Company's right to establish reasonable safety rules as it deems necessary. Should the ATU raise an objection, it must do so in writing within the ten (10) days specified herein or else the ATU's objection is not valid.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1 – Equal Opportunity

The Company and ATU each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, separate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, national origin, age, disability, or any other trait protected by Local, State, and/or Federal law. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures.

Section 7.2 – Affirmative Action and Job Accommodation

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

Section 7.3 – Concerted Activities

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

Section 7.4 – Gender Terms

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

ARTICLE 8
NO STRIKES OR LOCKOUTS

Section 8.1 – No Strikes or Lockouts

During the term of this Agreement, or any extension thereof:

- a) Neither ATU nor its members will directly or indirectly cause, encourage, sanction, or participate in any strike, sympathy strike, work stoppage, slowdown, or boycott against the employer, and
- b) There will be no lockouts by the Company.

Section 8.2 – Discipline for Violations of Section 8.1

The failure or refusal on the part of any employee to comply with the provisions of Section 8.1 of this Article shall be cause for immediate discipline, including discharge. Except that an employee can honor an AFL-CIO sanctioned picket line without receiving any discipline. The failure or refusal by an ATU officer, agent, representative or steward to comply with the provisions of Section 8.1 of this Agreement constitutes leading and instigating a violation of said Section 8.1. It is specifically agreed that the ATU officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

ARTICLE 9
DRUG AND ALCOHOL TESTING

The parties agree to adopt the Transdev Services substance abuse policy where that policy mirrors DOT/FTA guidelines. In addition, the parties agree to adopt the Company's "Zero Tolerance" policy, and the Company's Non-DOT Post Accident Testing Policy. The Company shall notify ATU in writing when bargaining unit employees are required to submit to Non-DOT Post Accident Testing.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 – Grievance Procedure

A grievance is a claim that a specific provision of this Agreement has been violated. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between ATU or Employee and the Company in an informal meeting. If any disagreement between the parties arises over the application or interpretation of this agreement, the employees, ATU, and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

Step 1 (Union Grievance) The aggrieved employee party or his/her ATU Representative shall file a written statement of the grievance with the General Manager within fifteen (15) working days of the conclusion of the informal meeting. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific Section of this Agreement allegedly violated and the date and place where the grievance occurred. The aggrieved employee or his/her ATU Representative must sign this statement. Within ten (10) working days after this written statement has been filed, the aggrieved employee and/or his/her ATU Representative shall be accorded a hearing with the General Manager or designee. The General Manager or designee conducting the hearing shall render a written decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee/ATU, signed, and dated by said employee. A copy shall be given to the ATU Representative, mailed and/or faxed to the ATU office.

Step 2 (Union Grievance) If the matter is not resolved at Step 1, the ATU Representative shall within ten (10) working days of receipt of the Company's response, from Step 1, request a hearing with the Company's Labor Relations Director (or designee) in writing. The hearing shall be held at the project site(s) within twenty (20) working days of said request. The Company's Labor Relations Director or designee conducting the hearing shall render a decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, a copy given to the ATU representative, mailed and faxed to the ATU office.

Step 3 (Union Grievance) If the matter is not resolved at Step 2, the ATU may request Arbitration within forty (40) calendar days from the receipt of the Company's Labor Relations Director's (or designee's) written decision.

Section 10.2 (a) – Record Documents

ATU and the Employee will be allowed to review and if requested given copies of all relevant papers and documents pertaining to charges against the Employee. Nothing in this Section shall constitute a waiver of the ATU's right to certain information related to the representation of its members as stated in the National Labor Relations Act.

Section 10.2 (b) – Witnesses

At any grievance hearing regarding suspensions or termination, the Employee and the ATU Representative will have the opportunity to question all witnesses that are employed by the Company and others that may be relevant to the discipline, that are willing to attend the hearing.

Section 10.3 – Arbitration

If the matter is referred to arbitration, the following procedures shall apply:

- a) A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. If a panelist is obtained from the Federal Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list. The parties shall flip a coin to determine who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If the arbitrator so selected is not available within ninety (90) calendar days, a second arbitrator shall be selected using the same method of selection, unless the Company and ATU mutually agree to waive the ninety (90) day requirement.
- b) The arbitrator will not have the authority to amend, alter or change any provision in this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and ATU. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.
- c) The arbitration expenses (i.e., Arbitrator, Hearing Room, and transcripts) shall be shared equally between both parties.
- d) All decisions and awards of the arbitrator will be considered final and binding.

Section 10.4 – Time Limits

Failure of either party to comply with the time limits, as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

Section 10.5 – Extension of Time

Time limits in this article may be extended by mutual agreement in writing.

ARTICLE 11
HOURS OF WORK

Section 11.1 – Purpose of Article

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages. Laws of State and Federal government or terms agreed to shall govern the payment of wages.

Section 11.2 – Workweek

The workweek shall consist of seven (7) days beginning at 12:01 AM on Sunday and ending at midnight the following Saturday.

Section 11.3 – Overtime Work

The Company shall determine when overtime will be worked. Employees interested in working extra work shall sign up on the Extra Work List.

- a) Weekly Extra Work: An Extra Work List shall be posted on Monday, pulled down on Thursday at 5:00 PM, and assigned by seniority for extra work the following week subject to availability. The posting will contain all work assignments known by the Company. All other work assignments that arise after the posting will be assigned according to the Daily Extra Work Assignments below. If the work assignment remains open after the posting or the list is exhausted, then the Company shall require employee(s) on the seniority list, in reverse seniority, to perform the work.
- b) Daily Extra Work Assignments: Due to the nature of the Company's operations, there are several work assignments that are received by the Company after the weekly posting on Monday. Daily extra work assignments received before 12:00 PM on the previous day shall be assigned to the remaining available employees on the Overtime List. Daily work assignments received after 12:00 PM the previous calendar day shall be filled on an as needed basis first from the employees on the list then the remaining employees.
- c) Overtime Pay: Overtime will be paid for all hours worked over forty (40) hours in a weekly period. Overtime pay shall be paid at 1-1/2 the regular rate of pay.

If an employee signs up and fails to work or declines the assigned work three (3) times in a bid cycle, then their name will be removed from the Extra Work List. In the event that the overtime list is exhausted, then these removed drivers will be assigned work prior to going to the remaining employees.

Section 11.4 – Seniority List for Holiday Coverage

During Holidays, a sign-up sheet will be posted to allow drivers to volunteer for the Holiday/reduced service runs seven (7) calendar days prior. The work shall be assigned based on seniority order. If there are vacancies left to fill, the work will be assigned according to reverse seniority order. Senior drivers that did not sign up shall not accrue attendance points.

Section 11.5 – Driver Meal and Rest Periods

All dispatch and utility employees will be provided with meal periods in accordance with California Industrial Welfare Commission Wage Order Number 9-2001. The Company will provide a meal period of at least thirty (30) minutes for drivers who work a shift of at least five (5) hours a day. The Company will only provide meal periods in accordance with this Section if the employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable, but the meal period must be provided at least one (1) hour prior to the end of an employee's shift.

The Company shall designate the employee's daily meal period on the bid packets, schedules and manifests distributed to employees. For fixed route service the scheduled meal period shall remain as scheduled unless any minor adjustment is required due to traffic or any other circumstances beyond the control of the Company or the employee. For paratransit services, a reasonable adjustment can be made based on the need of the service or on time performance. The Company shall provide a monthly report to ATU, which shall include documentation of when operators took meal periods (and how long each meal period lasted) during the preceding month.

If the Company fails to provide a meal period to an employee as described in this Section, the employee or ATU must initiate a grievance under Article 10 within ten (10) days after the date of pay for the pay period in question or upon notification to the ATU/employee that the pay requested has been formally denied. Answers to pay request for a missed meal period shall be approved or denied within five (5) working days.

Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure, with the following limitations: all unresolved meal period grievances shall be combined and heard via arbitration, pursuant to Article 10 of this Agreement. If an arbitration regarding meal periods is scheduled, all other pending meal period grievances shall be combined and heard at that arbitration. Any and all disputes or claims alleging that one (1) or more employees was not provided with one (1) or more meal or rest periods in accordance with this Agreement or law, shall be subject to resolution and arbitration provisions of this Agreement.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable non-monetary equitable remedies as well as economic compensation of sixty (60) minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

ARTICLE 12 **LEAVES OF ABSENCE**

Section 12.1 – Personal Leave

Personal leave may be granted for a minimum period of two (2) weeks, to a maximum of eight (8) weeks every calendar year at the Company's discretion, upon receipt of written request from the employee stating the reason for the requested leave. The Company may, at its sole discretion, extend the time limit if the employee requests such an extension in writing stating the reason why the extension is necessary.

Requests for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during leave of absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay, or the employee may use any available vacation balances at the employee's discretion.

Section 12.2 – Disability Leave

After all State and Federal leaves are exhausted, an employee may request leave of absence because of health and/or medical condition. The leave may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of twelve (12) months. To obtain such disability leave of absence, an employee shall present:

1. A written request for such leave; and
2. A written statement from the employee's doctor indicating the need for such leave; and
3. The doctor's recommendation as to when the employee may be able to return to work.

The employee's actual return to work, however, will be contingent upon assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, ATU, and the employee), that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of his job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public. In the event the Company's Medical Doctor determines that the employee is not able to return to work, the reasons for such determination shall be provided by the Company's Doctor, in writing to the employee. Any employee protesting removal from service because of an order from the Company's physician may have his/her case reviewed by a physician jointly selected by the Company and ATU and that physician's decision will be final. The cost of the third option would be split between the employee and the Company. If an employee is found fit for duty, there will in no way be any back pay awarded.

Section 12.3 – Military Leave

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

Section 12.4 – Civic Leave

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

Section 12.5 – Family Leave

The Company shall comply with State and Federal Leave Laws.

ARTICLE 13 **DISCIPLINE**

Section 13.1 – Company Rights

The Company shall have the right to change any policies, rules and regulations governing employees without renegotiation of this Agreement. Should such changes in policies, rules, and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and its customers and clients, the Company shall provide written notification to ATU of required changes seventy-two (72) hours

before implementation. The Company shall further have the absolute right to carry out all directions of its customers notwithstanding any provision of this Agreement to the contrary. The Company will provide written notification to ATU of any changes.

Section 13.2 – Disciplinary Procedures

A General Manager, Operations Manager or Regional Vice-President, or his/her designee will perform disciplinary processes.

The Manager to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee's ATU representative prior to reaching a decision to impose disciplinary action.

If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee. Such notice shall state the nature of the offense with which the employee is being charged. Upon the employee's receipt of such notice, the employee may request a review of the charges with the General Manager to be held within a three (3) day period of receipt of such notice.

The charged employee shall attend all meetings, which may result in disciplinary action. An ATU Representative may also attend the meetings, if so, requested by the employee.

Nothing in this Article 13 shall prevent ATU from appealing a decision of the respective General Manager to the Labor Relations Director prior to a possible grievance being filed.

Safety Investigation Leave: Upon an initial assessment of preventability by the General Manager or his/her designee, any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability for a period not to exceed ten (10) calendar days. Administrative leave is unpaid unless the incident is determined to be non-preventable. However, an employee may use unused vacation time during a safety investigation leave. Employees may perform other non-safety sensitive functions if available and/or appropriate until a final determination is made.

Section 13.3 – Progressive Discipline

Any violation of posted and/or written Company rules, policies, and/or procedures shall result in disciplinary action. With the exception of a violation of the serious infractions listed in Section 13.4, the attendance policy as listed in Section 13.5 and Section 13.6, the Safety Policy and Discipline as listed in Section 13.8, or the Company's Drive-Cam Policy, each infraction of any rule, policy, or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy, or procedure:

- First Violation: Verbal warning with counseling by General Manager.
- Second Violation: Written warning notice.
- Third Violation: Suspension up to, but not exceeding, one (1) day. Lesser discipline may be imposed at the sole discretion of the Company.

- Fourth Violation: Dismissal from employment with the Company. May be lesser discipline at the sole discretion of the Company.

Section 13.4 – Serious Infractions

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

1. Falsifying Company records or making false statements on application for employment or other Company forms.
2. Reporting for work while under the influence of alcohol or drugs.
3. Use or possession of any alcoholic beverages or drugs on Company premises or vehicles.
4. Refusal to take an alcohol or drug test when requested by the Company.
5. Theft of Company property or customer property or property of another employee.
6. Physical violence, or fighting, on Company premises or vehicles.
7. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
8. Unwanted touching, physical contact, or indecent/sexual conduct, resulting in conviction, or a substantiated written complaint with Company employees, passengers, or members of the public. This includes sexual or other forms of harassment directed at the passengers, fellow employees, the client or any third party.
9. Insubordination, including refusal or failure to perform assigned work.
10. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
11. Altering the time record of another employee, having someone else alter another employee's time record, or alteration of a timecard.
12. Gross negligence, deliberate destruction, defacing, damage, or loss of any Company property or property of another employee.
13. Operating a Company vehicle without a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall first be entitled to thirty (30) days or less unpaid leave of absence to correct said loss of a valid driver's license or other certificates required to operate the vehicles. An additional fifteen (15) days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the thirty (30) or forty-five (45) day leave, whichever is applicable, shall be cause for termination.
14. Negligence resulting in a serious accident, incident, or failure to follow established safety guidelines related to passenger safety.
15. Any time the terms of this Agreement that specify discharge have been met.
16. Operating a Company or customer vehicle that rear-ends another motor vehicle whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. If there is less than \$700.00 total damage and no injuries, then the accident will be treated as an Unsafe Act under Article 13.9 Safety Policy and Discipline.

17. Conviction of Local, State, or Federal Laws or regulations that would disqualify anyone from employment under the Company's hiring criteria. Moving violations, which are governed by the Company's Safety Policy, are exempted. Employees are required to report said conviction within twenty-four (24) hours.
18. Deliberately damaging or abusing property.
19. Carelessness or horseplay resulting in property damage in excess of \$5,000.00 or personal injury.
20. Violation of the confidentiality and proprietary information policy.
21. Sexual or any other forms of harassment prohibited by Company policies.
22. Violations of the Company's Safety Policy, Attendance Policy or Substance Abuse and Policy Violations of the following regarding Company vehicles and/or equipment:
 - Operating without a valid license appropriate for that vehicle, equipment, or service.
 - Driving on a suspended license.
 - Driving a commercial vehicle without a valid medical card.
 - Transporting school children without proper school bus certification as required by applicable law.
 - Un-insurability as a vehicle operator, where applicable.
 - Negligent use of a Company owned or provided vehicle or equipment.
 - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers.
 - Use of a personal cell phone while operating a Company vehicle.
23. Inappropriate, unprofessional, or disorderly verbal or physical conduct directed towards coworkers, passengers, clients, or any third party while acting as a representative of the Company.
24. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose.
25. Use of Company property or Company garages for personal vehicle repair unless authorized by the Regional Vice President.
26. Failing to pass initial, ongoing or changes qualification standards when those changed standards are modified by bargaining or changes required by the client or mandated by Local, State, Federal laws or a regulatory agency.
27. Dishonesty, theft, or improper handling of Company assets or cash.

Section 13.5 – Attendance Policy

ABSENCE

Excused Absence

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

- 2) An unexcused absence is defined as anytime an employee misses work for one (1) or more consecutive days without prior written approval or without utilizing approved earned time off.
- 3) Excused absences do not count against the employee's attendance record. Approved jury duty, military leave, union leave, and any Leaves of Absences mandated by law are considered excused absences. Any employee who has received written approval in advance from the Company for time off will be considered excused from work.
- 4) Unexcused absences up to five (5) consecutive days are counted as one occurrence, provided proper notice is given. After day five (5), each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence.

Unexcused Absence

- 1) Employees who will be absent are required to notify their supervisor or dispatch at least one (1) hour prior to the starting time of their work shift. Employees giving this proper notice will receive one (1) occurrence point. Employees will be provided with an updated phone list to make this contact. An (unexcused) absence that has not been properly notified shall result in one and one-half (1 ½) occurrence points. Failure to report or notify in any manner the Company shall result in two (2) occurrence points. An employee who is a No Call/No Show for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quits his/her job and will be discharged unless the employee can show a justifiable excuse to his/her employer.
- 2) Failure to complete an entire shift due to illness or emergency, once the employee reports to work (and the employee returns to work the following day), shall receive attendance points as follows unless excused by a physician or the employee provides verification of an emergency:
 - a. If the employee misses less than one half (1/2) of their shift, he/she will be assessed one half (1/2) point.
 - b. If the employee misses more than one half (1/2) of their shift, he/she will be assessed one (1) point.
- 3) Missing a required paid meeting shall count as one (1) attendance point unless the employee is on approved leave, has a verifiable emergency, or the employee fails to attend a monthly session as stated in Section 15.2.
- 4) Attendance points shall remain on an employee's record for a rolling twelve (12) month period. The rolling twelve (12) month is counted back from the most recent incident of absence. Absences more than twelve (12) months old are not counted.
 - At six (6) attendance points, a written warning shall occur.
 - At eight (8) attendance points, a one (1) day suspension shall occur.
 - At ten (10) attendance points in a floating one (1) year period shall bring automatic termination. Upon mutual agreement, the parties may agree to discipline of less than termination upon accumulation of ten (10) points.
- 5) There will be no pyramiding of discipline.
- 6) For purposes of this Article, an emergency shall be defined as follows: Any unforeseeable situation or circumstance where an employee could not reasonably be expected to

communicate with the Company concerning absence or tardy/miss-out notification in a timely manner. Examples of said situations would include being medically incapacitated, being involved in traffic or other type of accident or having a family member involved in one of the prior situations. By definition, an “Emergency” under the contract would be verifiable, with the understanding that the Company and its employees will exercise a standard of reasonableness when applying the standard to a given *situation*.

- 7) The Company shall recognize and adhere to all provisions of applicable federal, state, or local protected leave laws.

Section 13.6 – Attendance/Miss Outs

A miss out is when an employee fails to report in person or call the General Manager, or their designated representative in accordance with the following:

- a) A half miss-out is an occurrence whereby an employee reports to work more than five (5) minutes late and up to one (1) hour after their scheduled starting time.
- b) Employees who fail to show up or call the General Manager, or their designated representative after one (1) hour from the time they are scheduled to report shall be assessed one (1) miss-out. Three (3) miss-outs in a rolling one hundred eighty (180) day period counting back from the most recent miss-out will result in discipline up to or including a three (3) day suspension.
- c) Six (6) miss-outs in a rolling one hundred eighty (180) day period counting back from the most recent miss-out will result in discipline up to or including termination.
- d) When an employee works ninety (90) days without receiving any miss-outs all miss-outs will be removed from his/her record.
- e) Miss-outs shall not be counted if there is a verifiable emergency as defined in **Section 13.5 (6), Unexcused Absences**.
- f) At the discretion of Management, an Operator who has a miss-out may be assigned standby report [two (2) hour minimum] or be put on their route or be sent home [no pay].
- g) There will be no pyramiding of discipline.

Section 13.7 – Job Abandonment

An employee who is a No Call/No Show fails to report or call in for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quits his/her job and will be discharged unless the employee can show a justifiable excuse to the Company.

Section 13.8 – Safety Policy and Discipline

Because our clients rely upon Transdev Services for qualified, well trained, and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner they expect. It is the policy of Transdev Services that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the Transdev

Employee Handbook, including the Safety Point System, are the agreed upon safety policies for this Agreement.

Section 13.9 – Union Notification

ATU shall receive a copy of any charges filed against any employee and any adverse entry made on an employee's record, and a copy of any decision of any disciplinary hearing. Upon request of ATU shall be furnished non-confidential and pertinent information relative to a discipline and discharge hearing from the personnel records of the employees represented by ATU.

ARTICLE 14 – SHIFT BIDDING

Section 14.1 – Initial Bid

- a) The Company shall develop the number of full-time and part-time shifts. For the duration of this Agreement, the number of full-time shift shall be equal to or one (1) less than the number of full-time shifts in place as of the date of ratification, unless there are circumstances beyond the control of the Company that would require a reduction of service. The Company shall then allow each employee, in seniority order, to select the full-time/part-time shifts. Employees not bidding on a full-time shift also will be considered part-time employees. The intent is to protect the security of full-time positions for those who have already established full-time status. If and when part-time work is established or necessary, it will be placed up for bid as provided in Article 14, Section 14.2.
- b) The Company shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Company shall notify all employees who are not scheduled to work ten (10) days prior to the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed and the days off. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy must be submitted to the General Manager no later than 5:00 PM on the day prior to the scheduled bid. The proxy shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Company following the completion of the bid process by all other employees scheduled to bid.

Section 14.2 – Permanent Vacancies in Shifts

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes permanently available between regular bid periods, the Company will, within three (3) weekdays, post the vacancy for four (4) days. The most senior regular employee, who has less seniority than the employee who held the vacated shift, and who bids for the vacancy, shall be awarded that shift.

When the Company creates an additional shift between bid periods: The above procedures apply except that the new position will be posted for ten (10) calendar days and the bid is available to all regular employees.

In both instances the award will be implemented at the start of the next pay period but not less than seven (7) calendar days.

Section 14.3 – Periodic Shift Bidding

On the effective date of this Agreement, an initial shift bid will be held as described in Section 14.1, and thereafter the Company shall, at least every four (4) months or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the regular full-time/part-time shifts within fourteen (14) days. The Company shall determine the exact date of each re-bid date. The Company shall post bids for the shifts and provide a copy to ATU at least five (5) weekdays prior to the starting of the bid and each full-time/part-time regular employee shall bid in seniority order. Those employees who cannot attend the bid may designate their choices by proxy. The proxy, which must be at the General Manager no later than 5:00 PM on the day prior to the scheduled bid, shall indicate choices in order of performance which shall equal the employee's standing on the seniority bid list. Those employees who do not bid and fail to submit a proxy shall be assigned at the discretion of the Company following the completion of the bid.

Section 14.4 – Changes in Shifts

The Company shall have the right to adjust shifts up to one (1) hour a day without re-bidding and without reducing the total bid time [or pay] of the shift. The intent of this Section 14.4 is to accommodate passengers and their needs. The Company and the ATU agree that any employee working an adjusted shift who would lose one (1) hour of work as a result of the adjustment will be placed on standby or assigned to perform other available tasks until the completion of that employee's shift as initially scheduled. An employee may decline being placed on standby should the employee not wish to work hours in excess of his initially scheduled shift.

Section 14.5 – Temporary Vacancy

- a) A temporary vacancy is defined as any full-time shift that becomes vacant for at least five (5) or more working days.
- b) Temporary vacancies will be bid to all part-time employees within three (3) days from the time it was determined to be a temporary vacancy as defined in "a)" above. Any shift that becomes vacant after the temporary vacancy bid may be filled by a part-time or casual employee up to a maximum of three (3) weeks. After three (3) weeks, the Company shall fill the temporary vacancy by scheduling a Mark Down and allowing only those operators with a lower seniority than the operator whose shift is to be filled, to bid (according to their seniority) on the open shift, or any open shift that becomes available as a result of this Mark Down process.
- c) A temporary vacancy will be filled daily until bid as a temporary vacancy.
- d) A temporary vacancy will be filled by the driver who bids for it until the end of the vacancy, making the driver ineligible for bidding on any other temporary vacancies which may occur during his/her current assignment.
- e) A temporary vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off.

- f) Will only last until the original driver returns either as scheduled or as soon as medical leave ends. When a temporary vacancy ends, the driver who filled the temporary vacancy returns to part-time status and becomes eligible to bid on any new vacancies.

Section 14.6 – Vacancies in Full-Time Shifts

In the event a regular full-time employee elects to vacate his full-time position or the position becomes available through the termination of seniority, or in the event a additional full-time shift is created by the Company, the Company shall do one of the following:

If there are less than six (6) weeks left before the next scheduled re-bidding of all shifts, the vacancy shall be treated as a temporary vacancy.

If there are six (6) weeks or more left before the next scheduled re-bidding of all shifts, the Company shall fill the vacancy by scheduling a “Mark Down.” A “Mark Down” shall be defined as a process in which the General Manager makes a correction or modification of a past sign up by allowing only those operators with a lower seniority than the operator whose shift is to fill, to bid according to their seniority on the open shift, or any open shift that becomes available as a result of this “Mark Down” process.

ARTICLE 15
GENERAL CONDITIONS

Section 15.1 – Payday

All paychecks will be distributed by 12:00 PM or earlier, if possible, every other Friday and will cover all monies due through the Friday of the prior pay period.

Employee timesheets are available for review for accuracy on the Friday prior to payday. Any errors should be brought to the Company’s attention to get corrected before payroll is distributed. All efforts should be made to submit corrections prior to the next payday. The Company shall provide employees an accounting of accrued sick days, floating holidays and vacation on a monthly basis if requested by the employee.

In the event an employee receives pay in an amount less than what he/she believes to be the proper amount, he/she must bring it to the Company’s attention immediately.

The following shall occur:

1. If the error is an employee error, then the adjustment will be on the next scheduled payroll run.
2. If the error is caused by the Company and the error is twenty-five (\$25.00) dollars or more, the Company will produce an adjustment check as soon as possible but no longer than within seventy-two (72) hours, if requested by the employee. If less than twenty-five

(\$25.00) dollars the adjustment check will be received within five (5) working days, if requested by the employee.

Section 15.2 – Company Meetings

The Company may require, with five (5) days' notice, safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by the Company unless the employees were not given five (5) days' notice. The Company will offer three (3) mandatory meeting sessions per month. The employee may be excused by the General Manager for occurrences such as, but not limited to, sick leave, verifiable emergency, and vacations. All employees will be compensated at the applicable rate of pay for those meetings. Only one (1) safety meeting per month is mandatory for the purposes of this Section.

Section 15.3 – Citations

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

Section 15.4 – Physicals and Drug Screens

In the event an employee is required to take a physical examination to renew his/her medical certificate/driver's license, the Company will pay the cost of the procedure(s). In the event the Company requires an employee to take a physical examination or drug screen for reasons other than those described above, the Company will pay for the time spent by the employee obtaining such physical or drug screen as well as travel time to and from the applicable appointment.

Section 15.5 – Extra Contract Agreements

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

Section 15.6 – Accident Review Committee (ARC)

The Committee is to meet monthly to review and make recommendations to the General Manager on the preventability or non-preventability of employee accidents or incidents.

The Committee shall be composed of the following:

- ATU President or Designee
- Management Designee
- One (1) mutually agreed upon (Chairperson)

The Committee will meet once a month to review the accidents from the prior month.

1. Review and make a final recommendation to the General Manager.
2. Review all documents regarding each accident/incident.
3. Committee is to interview the employee charged with the accident/incident if requested by the employee.

4. The Committee will have no power to override the final decision of the General Manager.
5. Disagreements between the employee, Committee and the General Manager will be subject to Article 10 of this labor Agreement. **FROM TULARE CBA. NOT PRESENT IN DINUBA CBA.**

Section 15.7 – Air Conditioning

Buses without air conditioning are considered incidents for reporting purposes. Upon reporting the loss of air conditioning, maintenance will take immediate action to address within one and a half (1 ½) hours to address the situation and replace the bus off the line in weather consisting of 90 degrees and above.

ARTICLE 16 **WAGES**

Section 16.1 – Retroactivity

The Company shall pay employees covered by this Agreement retroactive payment from June 30, 2023 (the expiration date of the Tulare and Dinuba Agreements), until October 20, 2023 (the date when ATU ratified this Agreement).

Section 16.2 – Wage Rates

All annual wage increases shall be effective in accordance with the wage table's dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable.

Wage Table				
	2022	2023	2024	2025
Operators	Current	7/1/23	7/1/24	7/1/25
Starting	\$ 19.00	\$ 21.00	\$ 22.00	\$ 23.00
After Year 1	\$ 19.50	\$ 21.50	\$ 22.50	\$ 23.50
After Year 2	\$ 20.25	\$ 22.25	\$ 23.25	\$ 24.25
After Year 3	\$ 21.50	\$ 23.50	\$ 24.50	\$ 25.50
After Year 4	\$ 22.50	\$ 24.50	\$ 25.50	\$ 26.50
After Year 5	\$ 23.25	\$ 25.25	\$ 26.25	\$ 27.25
After Year 6	\$ 23.50	25.50	\$ 26.50	\$ 27.50
Dispatchers	Current	7/1/23	7/1/24	7/1/25
0 - 6 Months	\$ 20.00	\$ 22.00	\$ 23.00	\$ 24.00
After 6 Months	\$ 20.00	\$ 22.00	\$ 23.00	\$ 24.00
After 1 Year	\$ 20.50	\$ 22.50	\$ 23.50	\$ 24.50
After 2 Year	\$ 21.25	\$ 23.25	\$ 24.25	\$ 25.25
After 3 Year	\$ 22.50	\$ 24.50	\$ 25.50	\$ 26.50
After 4 Year	\$ 23.50	\$ 25.50	\$ 26.50	\$ 27.50
After 5 Year	\$ 24.25	\$ 26.25	\$ 27.25	\$ 28.25
After 6 Year	\$ 24.50	\$ 26.50	\$ 27.50	\$ 28.50

Section 16.3 – Cell Phone Use

The Company shall not require any employee covered by this Agreement to use their personal cell phone in the course of performing their job duties. In the event the Company does require the use of a personal cell phone in an emergency while on duty with both radio channels inoperative, the Company shall compensate the employee one half (1/2) of his or her hourly wage rate for its use per day.

Section 16.4 – Behind the Wheel Training

The Company shall pay employees one (\$1.00) dollar per hour in addition to that employee's regular base wage rate for Behind the Wheel Training.

ARTICLE 17
PAID HOLIDAYS

Section 17.1 – Holidays

The Company agrees to maintain all current holidays as recognized in the Tulare Agreement. Additionally, the Company will provide for those employees in the Dinuba Agreement the same set of holidays.

Section 1: Holiday's Designated

Subject to the provisions of Sections 2 and 3 of this Article, a full-time employee assigned to the classifications covered by this Agreement shall receive pay for the following holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve
9. Christmas Day

Section 17.2 – Holiday Pay

Holiday pay shall be calculated at the employee's regular rate of pay and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, the employee will be paid eight (8) hours at the regular rate of pay. If an employee works on a paid holiday, the employee will be paid his/her regular scheduled pay plus eight (8) hours at the regular rate of pay for the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

Section 17.3 – Eligibility

In order to be eligible for holiday pay the employee must work his/her scheduled day before and scheduled day after the holiday and must also work on the holiday, if so scheduled.

Section 17.4 – Pay on Holiday Worked

Pay for time worked on a holiday shall be at straight time hourly rate of pay for all hours worked.

ARTICLE 18
VACATIONS

Section 18.1 – Eligibility

All full-time employees shall receive, after one (1) year continuous full-time service employment, paid vacation time as detailed in this Article 18.

Section 18.2 – Vacation Pay

Employees covered by this Agreement shall be accrue paid vacation time as follows:

STEP	FULL-TIME	
	ACCRUAL	TOTAL HOURS ANNUALLY
Training	N/A	N/A
0-1	1.5385 hours/pay period	40
1-2	3.0769 hours/pay period	80
2-3	3.0769 hours/pay period	80
3-4	3.0769 hours/pay period	80
4-5	4.6154 hours/pay period	120
5-6	4.6154 hours/pay period	120
6-7	6.1538 hours/pay period	160
7-8	6.1538 hours/pay period	160
8-9	6.1538 hours/pay period	160
9-10	6.1538 hours/pay period	160
10-11	6.1538 hours/pay period	160
11-12	6.1538 hours/pay period	160
12-13	6.1538 hours/pay period	160
13-14	6.1538 hours/pay period	160
14-15	6.1538 hours/pay period	160
15+	6.1538 hours/pay period	160

Section 18.3 – Proration

All employees with vacation accruals who are laid off or terminated shall have their vacation balance paid at the regular rate of pay for all hours accumulated at the time of layoff and/or termination.

Section 18.4 – Vacation Schedule

Employees can request vacation leave in the following manner:

- For vacation leaves of three (3) working days or less, a request shall be submitted not less than ninety-four (94) hours prior to the start of the leave.
- For leaves in excess of three (3) working days, the employee shall submit the leave request not less than fourteen (14) days prior to the start of the leave.
- Leave shall be granted to the first two (2) employees to request leave. The Company may, at its discretion, allow more than two (2) employees to be off on leave at the same time.

Section 18.5 – Vacation Pay

Vacation may not be taken prior to the anniversary date on which it is earned. Vacation pay shall be issued on the normal pay period and not taken in advance.

Section 18.6 – Vacation Cash Out

All employees shall receive an accounting of all vacation hours in writing on a monthly basis.

Employees covered by this Agreement shall cease accruing vacation once an employee reaches two hundred eighty (280) hours.

Employees may continue to cash out any accrued vacation hours during the first payroll period in April, July, September, or November, with fourteen (14) days' notice to the Company. The cash out will occur on a regular payday. Employees are responsible to cash out unused vacation prior to reaching the two hundred eighty (280) -hour cap.

ARTICLE 19

Health/Dental/Vision INSURANCE

Section 19.1 – Designation of Plans

The Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this Agreement. The level of benefits shall be maintained throughout the life of the contract. It is agreed to by the parties that the ATU may shop for better or more economical health insurance options during the term of this Agreement. Implementation of any new plan will only occur by mutual agreement of the parties.

Section 19.2 – Qualified Employee Defined

A qualified employee shall:

- a) Employees shall become qualified to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.

- b) For purposes of this Section a “Qualified Employee” is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week as calculated under the terms of the PPACA.
- c) The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

Section 19.3 – Contributions

The Company shall make a contribution each month toward the Medical insurance coverage for each qualified employee enrolled in the plan. The Company may contribute more than the amounts described in this Section in order to remain in compliance with the affordability provisions of the PPACA. The employee shall pay the balance of the premium through payroll deductions.

Current Dinuba Employees Enrolled in Employee Only Base Plan

There shall be a 95/5 ER/EE cost sharing structure for any current Dinuba location employees presently enrolled in the Company’s Employee Only Base Plan with the understanding that any new hires at the Dinuba location shall be subject to the 80/20 ER/EE cost sharing structure described below. Current Dinuba employees shall pay the full cost of dental and vision insurance premiums.

All Other Current and Future Employees

From July 1, 2023, to December 31, the Company shall maintain the same rates for medical, dental, and vision coverage. Beginning January 1, 2024, there shall be an 80/20 ER/EE cost sharing structure for all employees enrolled in any healthcare plan offered by the Company regardless of tier or plan selected.

The Company shall contribute thirty-six dollars (\$36.00) per month to the premium cost for each employee’s dental coverage.

The Company shall contribute sixteen dollars (\$16.00) per month to the premium cost for each employee’s vision coverage.

Section 19.4 – Employee Elections

All employee elections under this Article shall be made in accordance with the plan provisions in effect at the time of the election.

ARTICLE 20 **OTHER BENEFITS**

Section 20.1 – Physicals/Drug Screens

The Company will pay the cost of required physicals at Company-approved facilities/doctors.

Section 20.2 – Uniforms

The Company shall supply uniforms when required by the customer as such:

Drivers' Uniforms: The Company shall supply drivers with uniforms. The Company will supply: three (3) pants and five (5) shirts. The employee shall be responsible for uniform cleaning and care. Lost or missing uniforms shall be replaced at the expense of the driver. Driver uniforms will be replaced due to normal wear and tear, it being understood the uniforms being replaced must be returned to the Company.

Alterations: Employees shall receive up to \$22.00 for alterations to their initial uniform allotment. Employees must provide a receipt for all alterations performed.

Section 20.3 – 401(k) Plan

The Company shall contribute ten cents (\$0.10) for each hour worked towards employees' 401(k) benefits for the duration of this Agreement subject to the Plan Provisions of the Company's 401(k) Plan.

Grandfathered former City of Tulare employees specifically provided a contribution to their 401(k) Plan will be grandfathered in for the term of this Agreement. The Company shall contribute seven (7) percent of the employee's hourly rate for all hours worked to the Transdev 401(k) Plan.

Section 20.4 – Sick Pay

All employees shall receive six (6) hours per month in paid sick leave. Employees may carry over unused paid sick leave into the following year for the duration of this Agreement. The parties agree that for the term of this Agreement there is no cap on paid sick leave.

Section 20.5 – Safety Bonus

All employees shall receive a two hundred fifty (\$250.00) bonus for each year with no unsafe acts or chargeable accidents. The safety bonus is payable on the next pay date after the employee's anniversary date of hire.

Bonuses for dispatchers will be converted to a performance bonus which will include attendance.

Section 20.6 – Shift Exchange

Employees will be allowed to exchange shifts or runs.

The exchange must be documented on a form, signed by both employees, and approved by Company management at least forty-eight (48) hours before the exchange is to take place.

The Company shall incur no additional liability due to such exchanges nor shall the Company assume any responsibility regarding "payback" of the exchange. The hours worked by the substitute employee will be excluded by the Company in the calculation of the hours for which the substitute employee would otherwise be entitled to overtime compensation under the Fair Labor

Standards Act. When one employee substitutes for another, each employee will be compensated as if they worked their normal scheduled run.

Any employee who fails to operate a run or work a shift as a result of an exchange, will not be permitted to engage in future exchanges for a period of one (1) year.

Section 20.7 – Life Insurance

The Company will provide all employees five thousand (\$5,000.00) dollars in survivor death benefits at no cost to the employee. Beneficiary form must be on file with the Company.

Section 20.8 – Toilet Facilities

The Company will keep a list of available known toilet facilities for all routes. This list shall be available upon request, posted, and periodically updated on an as needed basis.

Section 20.9 – Bereavement Leave

Section 1: Bereavement Pay Eligibility

A non-probationary employee assigned to a classification covered by this Agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of State, the non-probationary employee will be entitled to five (5) days with pay. The Company shall have the right to require proof of the relative.

The Company defines “immediate family” as the employee’s spouse or registered domestic partner if pre-designated, including a partner of the same sex, parent, child, sibling; the employee’s spouse’s parent, child, or sibling; the employee’s child’s spouse, grandparents, or grandchildren and stepparents. This definition is the same as the definition established by California State Laws.

Section 2: Bereavement Pay Calculations

Bereavement pay as provided in this Article shall be paid at the employee’s straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee’s current run standard.

ARTICLE 21
UNION SECURITY

Section 21.1 – Union Shop

It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the ATU in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members of a union the effective

date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in ATU. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, immediately upon the completion of the probationary period, become and remain members in good standing in ATU.

Section 21.2 – Notifications

The Company will notify ATU, in writing, of all new employees hired at least seven (7) calendar days after the employee starts to work and shall notify ATU immediately in writing when any employee completes the probationary period as established herein. No less than monthly, the Company will furnish the Secretary-Treasurer of ATU with a list of all bargaining unit employees, along with the seniority date of hire, mailing address, and telephone number as is currently in the employee's employment record. The Company will notify ATU immediately in writing, of all employees leaving its employment. ATU agrees to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agreed to furnish ATU an up-to-date list of its local representatives and to immediately notify ATU of any and all changes thereto.

Section 21.3 – New Hires

When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in any union. An ATU officer will be allowed to use up to thirty (30) minutes of paid time to speak with each new employee during their initial training or within thirty (30) days of the beginning of revenue service to provide a union orientation at a time mutually agreeable to the parties. Company management may or may not attend the orientation at their discretion.

Section 21.4 – Enforcement

In the event an employee due to his own negligence, fails to apply for or maintain his membership in ATU, ATU must give the Company notice of this fact and within five (5) days after receipt of such notice, remove said employee from service and shall continue to withhold said employee from service until notified by ATU that the employee is a member in good standing with ATU.

Section 21.5 – Representation

It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the ATU.

ARTICLE 22
DUES CHECKOFF

Section 22.1 – Checkoff

Upon receipt by the Company of a Checkoff authorization in the form set forth in Section 23.4 of this Article, dated and executed by an employee, the Company shall deduct, from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such Checkoff authorization (until such Checkoff authorization is revoked by the employee in accordance with the terms thereof). ATU's membership dues deduct from an employee's wages only that amount of money which the Secretary-Treasurer of ATU has entitled to the Company, in writing, is the amount of dues properly established by ATU in accordance with applicable law and ATU's constitution and bylaws, and required of all employees as a condition of acquiring or retaining membership in ATU. The Company shall each month on or before the thirtieth (30th) day of the month, provide ATU a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith rebate the total amount of such monthly deductions to ATU.

Section 22.2 – Dues in Excess of Net Wages

If on any payroll period in which the Company is obligated to make such deductions pursuant to Section 21.1 of this Article, the wages owed an employee after deductions mandated by any governmental body or to reimburse the Company for advanced against wages no less than the amount of money which the employee has authorized the Company to collect pursuant to Section 21.1 of this Article, the Company shall make no deductions on the wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee from that payroll period, from wages owed the employee for any future payroll period.

Section 22.3 – Checkoff Authorization Form

The Company shall not deduct any money from an employee's wages pursuant to Section 22.1 of this Article, unless the Checkoff authorization executed by the employee conforms exactly to the form set forth below.

CHECKOFF AUTHORIZATION

- a) Authority to Deduct: I hereby authorize Transdev Services, Inc. to deduct from wages owed to me for the first payroll period ending in each calendar month, and to forward to Amalgamated Transit Union Local 1027, the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in said Local 1027.
- b) Revocability of Authorization: This Checkoff Authorization shall be irrevocable for a period of one-year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successively one (1) year periods unless written notice of revocation of this Checkoff Authorization executed by me, is delivered to Transdev Services: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating Transdev Services to honor the Checkoff

Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating Transdev Services to honor the Checkoff Authorization. I voluntarily executed this Checkoff Authorization on _____, 20_____.

Section 22.4 – Indemnification of Company

The ATU shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reasons of activity taken by the Company pursuant to Article 22.

ARTICLE 23
TERM OF AGREEMENT

Section 23.1 – Effective Date

This Agreement shall be in full force and effect from July 1, 2023, through midnight June 30, 2026.

As of the date of ratification, all established past practices shall cease with the ratification of this Agreement and revert to agreed upon contract language, or in accordance with existing Transdev Services policy.

Section 23.2 – Renewal

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 23.1. The Company and the ATU therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 23.1 to allow for a settlement to be reached.

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

FOR THE COMPANY

Transdev, Services, Inc.

FOR THE UNION

ATU LOCAL 1027

FOR THE COMPANY

Transdev, Services, Inc.

DocuSigned by:
Ben Frimpong
8DZE90F83C5B4BD...
Ben Frimpong

Vice President & Deputy General Counsel
2/29/2024

DocuSigned by:
maureen jacobson
D990ABEDF14D46A...
maureen jacobson

General Counsel
3/1/2024

FOR THE UNION

ATU LOCAL 1027

[Signature] 1.22.24

AGREEMENT

BETWEEN

TRANSDEV SERVICES INC.

TCRTA, CALIFORNIA

(Drivers)

AND

TEAMSTERS LOCAL 517

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

DECEMBER 1, 2017 - JUNE 30, 2026

Payable

Driver/Dispatcher/

Road Sup.

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PREAMBLE

This Agreement is entered into effective this first (1st) day of July 2022 by and between Transdev (hereinafter referred to as the "Company") and Teamsters Local 517 (hereinafter referred to as the "Union"). It has as its purpose the promotion of harmonious relations between the Company and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all bus drivers, dial-a-ride drivers, utility workers, road supervisors and dispatchers/reservationists employed Transdev Services working at the Company's Tulare City and Tulare County Facilities. This unit shall specifically exclude all clerical personnel, supervisory personnel, confidential personnel, guards, and as deemed in the Act.

ARTICLE II - UNION SECURITY

Section 1 - UNION SHOP:

Only members in good standing in the Union shall be retained in employment. For purpose of this Section "member in good standing" shall be defined to mean employee members in the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Non-members of the Union hired by the Company must complete membership affiliation on or immediately following thirty (30) calendar days from the date of hire or the date upon which this agreement is executed, whichever is the later, and the Union agrees to accept said non-members into membership on the same terms and conditions generally applicable to other members.

Section 2 - MEMBERSHIP:

Membership in the Union no later than the thirtieth (30th) day following the beginning of employment of employees covered by this Agreement, or the effective date of this Agreement, or the date upon which this Agreement is executed, whichever is the later, shall be required as a condition of employment.

Section 4 - **ENFORCEMENT:**

The Company agrees to discharge any employee with respect to whom they have received written notice from the Union of failure to complete membership in the Union as above required, or failure to continue payment of dues to the Union as above required unless the facts are contested, and to affect such discharge within seven (7) days after the receipt of such notice.

Section 5 - **NEW EMPLOYEES:**

When any employee is hired or rehired the Company will notify the Union within fourteen (14) days. The Union shall be allowed to present membership application cards to new employees at orientation. Said orientation shall occur within the first fourteen (14) days of employment.

ARTICLE III - CHECKOFF

Section 1 - **PAYROLL DEDUCTION:**

The Company shall deduct from the regular payroll each month and forward promptly to the Union all uniformly required initiation fees and all dues for the current month, from an employee who has voluntarily notified the Company, in writing, of his desire and authorization for the Company to make such deductions.

Section 2 - **INDEMNIFICATION:**

The Union indemnifies and shall hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action, and any related attorney's fees, arising out of any action taken or not taken by the Company with respect to this Article.

ARTICLE IV - UNION BULLETIN BOARD

Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All Union notices posted on the UBB must be printed on Union letterhead or official stationery and will be posted 14 days prior to the date of the event.

ARTICLE V - STEWARDS & UNION VISITATION

Section 1 - DESIGNATION OF STEWARDS:

The Union may, at its option, designate one (1) or more employee(s) to serve as Steward at the facility identified in Article 1 of this Agreement. The Union shall notify the Company, in writing, of such designation, and no employee not so designated shall be recognized as a Steward or allowed to represent any other employee with respect to the administration of this Agreement.

Section 2 - STEWARDS DUTIES:

A Steward may assist in the investigation, presentation, and resolution of a grievance; provided, however, that a Steward must first perform all his duties and assignments as an employee in the same manner as all other employees and shall not leave his workstation or otherwise interrupt his normal duties to function as Steward or to conduct any Union business unless expressly authorized to do so by the General Manager. Shop Stewards shall not lose pay as a result of the Company Utilizing their services. Shop Stewards shall have the right to review any discipline, video, drive cam, etc. associated with a steward's duties upon written request and employee approval.

Section 3 - UNION VISITATION:

Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided however, there shall be no interruption of the employee's working schedule. He/She shall give management reasonable advanced notice before proceeding into the office. Representatives of the Union shall be permitted to inspect all records in the possession of the Company that are relevant to the enforcement of this Agreement.

Section 4 - RIGHT TO REPRESENTATION:

If an employee reasonably believes that questions by management could result in the employee being disciplined, that employee shall have the right to representation by a Union official or Steward during such questioning. This right may be waived by the employee.

ARTICLE VI - NO STRIKE - NO LOCKOUT

Section 1 - NO STRIKE OR LOCKOUTS:

During the term of this Agreement, or any extension thereof, neither the Union nor its members, will directly or indirectly, cause, encourage, sanction, or participate in any strike of any kind, including but not limited to, work stoppage, slowdown, sympathy strike or to boycott against the Employer, and there will be no lockouts by the employer.

Section 2 - INCLUDED PROHIBITIONS:

The prohibitions of this section shall apply whether or not:

- a) The dispute giving rise to the prohibited conduct is subject to arbitration.
- b) Such conduct is in support of a work stoppage or picketing conduct by any other bargaining unit, and;
- c) Such prohibited conduct is in protest of an alleged violation of any state or federal law.

Section 3 - UNION OBLIGATION:

If any conduct prohibited by this section occurs, the Union shall immediately do everything within its power to terminate such conduct.

Section 4 - DISCIPLINE:

Any employee who participates in any activity prohibited by Section 1 of this Article shall be subject to discharge or to such lesser discipline as the company at its discretion shall determine; provided, however, that such employee shall have the recourse to the grievance and arbitration procedure of this Agreement as to the sole question of whether he, in fact, participated in such prohibited activity.

Section 5 - **THIRD PARTY PICKET LINE:**

It shall not be a violation of this Agreement or cause for discharge or permanent replacement for any employee to refuse to cross a primary picket line in the performance of his duties which has been sanctioned by the Union (Joint Council 7). However, if refusal to cross such picket line risks the Company being in violation of the revenue contract with the customer, the employee must cross the picket line for the first twenty-four (24) hours. The company and the Union agree to meet within this time period to work out a means of performing the work without risk to the revenue contract.

Section 6 - **NO LOCKOUT:**

The Company agrees that there shall be no lockout of employees by the Employer during the term of this agreement.

ARTICLE VII - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions possessed by the Company prior to the execution of this Agreement are specifically reserved to it and vest exclusively in the Company. Further, by way of example and not by way of limitation, the rights, powers, and authorities of the Company shall include the right to:

- a) To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off or recall employees to work, and rehire employees.
- c) To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked.
- d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.

- e) To issue, amend and revise reasonable policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and direct the Company's employees, and to carry out the lawful directives of the customers to whom the Company contracts its services if not in violation of this agreement.
- f) The Company may employ new technology, including video, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state, and local driving rules and regulations by both the driver and motoring or pedestrian public. The company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving an employee while operating a Company vehicle while on the clock. In the event any recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. The Company shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology.
- g) The Company and the Union acknowledge that the Company has entered into a contract to provide transportation services to the City of Visalia and Tulare County, from here forward known as the "Client". The contract between the Company and the Client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit the Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulations or to comply with any provision of the agreement between the Company and the Client. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules, and regulations. The company agrees not to implement any other new policies, rules, or regulations that are in direct conflict with this agreement.
- h) The Company shall issue all employees a current Employee Handbook outlining all rules, regulations, and policies. No Company Policy in conflict with the terms and conditions of this Agreement shall prevail. Prior to the implementation of any new or revised rule, regulation or policy the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least ten (10) calendar days prior to the implementation of said rule, regulation, or addendum. The Safety Policies, as contained in the Transdev Employee Handbook in effect at ratification of this Agreement and the Transdev Drug and Alcohol Policy in effect at the time of ratification of this Agreement shall be considered a part of this contract.

ARTICLE VIII SENIORITY

Section 1 - PROJECT SENIORITY:

The Company shall recognize project seniority rights from the employee's date of hire or date of transfer into the bargaining unit covered by this Agreement. If more than one (1) employee has the same hire date, the employees' relative seniority positions will be determined by their qualified license issue date. The Company shall keep three (3) separate seniority lists for the following classifications:

- 1) Driver
- 2) Utility Worker
- 3) Dispatcher

Section 2 - LAYOFF:

Layoffs will be determined by project seniority, the employee with the least amount of seniority at the project, and within their classification, shall be laid-off first. Recall of laid-off employees shall be in reverse order layoff. An employee duly notified by the Company to return to work from layoff must return to work within fourteen (14) calendar days of mailing of such notice or be considered terminated. A copy of such notice shall be sent to the Union.

Section 3 - SENIORITY BROKEN:

An employee's seniority shall be broken so that no prior period of employment shall be counted, and his seniority shall cease upon:

- a) Discharge for Just Cause.
- b) Voluntary quit. Failing to report for scheduled work, without communicating with the Company, for three (3) consecutive days shall be considered a voluntary quit under this Section.
- c) Absence due to layoff exceeding twelve (12) months.
- d) Failure of an employee to return to work upon recall within fourteen (14) calendar days after mailing of written notice from the Company at his last known address appearing on his records or failure to return from a scheduled leave of absence.
- e) Promotion out of the bargaining unit for more than ninety (90) calendar days.

Section 4 - **SENIORITY LIST:**

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged, by classification, and in the order of their seniority, shall be posted in a conspicuous place at the place of employment with a copy furnished to the Union.

Section 5 - **PROBATIONARY PERIOD:**

All employees will be on probation until they have completed one hundred twenty (120) calendar days of service from his date of hire. During this probationary period, such employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Company. Discharge during the probationary period shall not be subject to Article X - Grievance Procedure.

Section 6 - **EMPLOYEE TRANSFER:**

Any current employee of Transdev that is permitted to transfer into this location from another location shall maintain company seniority for the purpose of establishing a rate of pay and benefits for said employee and will also be given a division seniority date for establishing bidding rights within their classification. Conversely, the same would hold true for any covered employee covered by this agreement transferring outside to another Transdev location. With respect to divisional transfers, both affected division managers must mutually agree to all transfers. Furthermore, any costs associated with any transfer shall be the responsibility of the employee. Employees transferring into another Division shall fall under the wage rates of the Division that they are falling under. Transferring employees shall also move to the bottom of the classification seniority list of the Division that they are transferring into.

ARTICLE IX - DISCIPLINE AND DISCHARGE

Section 1 - **JUST CAUSE:**

The Company retains the right to discipline and discharge employees for just cause, provided that in the exercise of this right the Company will not act in violation of the terms of this Agreement. Complaints that the Company has violated this paragraph may be taken up through the grievance procedure. A written warning will be issued to the Union and the employee within five (5) working days (excluding Saturday, Sunday, and holidays) after the alleged cause for the reprimand or within five (5) working days of the Company's knowledge of the cause of such written warning.

In discharge cases, the Company should not proceed with any investigation unless the employee being investigated is provided with union representation from his/her local union unless

specifically waived by the employee.

Section 2-**OTHER EMPLOYMENT:**

A regular employee who works for another company on a day when he refuses regularly scheduled bargaining unit work at Transdev, may be subject to termination. Regularly scheduled bargaining unit work is defined as bid hours, or any other work which the employee has agreed to perform. The Company reserves the right to force extra work, and/or overtime once the list of available employees has been exhausted.

Section 3 - **PROGRESSIVE DISCIPLINE:**

The Company shall not discharge an employee unless the employee has been given at least three (3) warning notices within the past twelve (12) months. The Company may suspend an employee without, pay as an element of progressive discipline; provided, however all such disciplinary suspensions shall be imposed with as much uniformity and consistency as is practicable relative to the facts giving rise to the discipline. Examples of progressive discipline are:

First violation- Counseling session/Documented Verbal Warning

Second violation- Written Warning

Third violation - Final Warning and/or Unpaid Suspension

Fourth violation - Termination

The definition of a violation leading to a warning notice as mentioned above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second, third or fourth violation of each individual rule exclusive of violation of any other rules. If an employee does not have a disciplinary violation for a period of twelve consecutive months, then the employees will have his/her record cleared. This policy is based on a floating twelve (12) month time period, except for the conditions as listed in Section 4 of this Article.

In the event of discipline due to instances of unsatisfactory driving performance, as determined by direct observation or Drive-Cam, the Company will provide counseling or retraining as needed. The type and length of counseling or retraining shall be determined by the Company. Retraining shall not take the place of or reduce the severity of appropriate disciplinary action as stated in this agreement.

Section 4-**MAJOR VIOLATIONS:**

Major Violations, as listed in the Transdev Employee Handbook are considered serious infractions and shall be just cause for immediate discharge of the employee, although the Company may impose, at its sole discretion, a lesser penalty. This list is in no way exhaustive of "Major Violations" that could warrant immediate discharge. Alleged infractions under this Section may be subject to the grievance and arbitration process. These examples of Major Violations include,

but are not limited to, the following types of workplace behavior.

1. Reporting to work or working under the influence or possessing alcohol or illegal drugs in the workplace.
2. Deliberately damaging or abusing property.
3. Carelessness or horseplay resulting in property damage in excess of \$5,000 or serious personal injury.
4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either.
5. Sexual or any other forms of harassment prohibited by company policies.
6. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under Transdev's hiring criteria, with the exception of moving violations while driving which are governed by the Transdev's Safety Point System. Employees are required to report such convictions within 24 hours.
7. Violations of the Transdev's Safety Point System, Attendance Policy or Substance Abuse Policy that result in termination.
8. Violations of the following regarding company vehicles and/or equipment:
 - *Operating without a valid license appropriate for that vehicle, equipment, or service.
 - *Driving on a suspended license.
 - *Driving a commercial vehicle without a valid medical card.
 - *Un-insurability as a vehicle operator.
 - *Negligent use of a company owned or provided vehicle or equipment.
 - *Unauthorized use of a company owned or provided vehicle or equipment including transporting unauthorized passengers.
 - *Use of a personal cell phone while operating a company vehicle.
9. Falsification of any records, such as medical forms, time records or employment applications or making false statement.
10. Inappropriate, unprofessional, or disorderly verbal or physical conduct directed towards coworkers, passengers, client or any third party while acting as a representative of the company.
11. Entering a passenger's home while in service or in company uniform without a legitimate business purpose.
12. Possession of weapons or explosives on company premises.
13. Conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a company or private vehicle, for employees performing safety sensitive functions.
14. Dishonesty, theft, or improper handling of cash.

ARTICLE X- GRIEVANCE PROCEDURE

Section 1 - FILING A GRIEVANCE:

The grievance shall include the nature, details, date of the alleged violation, article and section of this Agreement claimed to have been violated. The written grievance must be presented by the Union to the Project Manager or his/her designee within fifteen (15) calendar days following the occurrence out of which the grievance arose or the date the employee and or the union became aware of the grievance. Failure to present the grievance within fifteen (15) days will be deemed a waiver of the grievance.

STEP 1

Such grievance will be presented in writing to the General Manager or his/her designee. Within ten (10) days of receipt of the grievance, a meeting will be held between the employee and the General Manager. A representative of the Union will accompany the employee. The General Manager or her designee will provide a written answer to the Union within seven (7) calendar days after the date of the meeting. Weekends and holidays shall be excluded in the response calculations.

All grievances filed for terminations will be considered to be filed under step 2.

STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the General manager who will refer to the Labor Director or his/her designee within ten (10) calendar days after it receives the written decision at Step 1. Failure of the Union to request Step 2 within the ten calendar days of the Company's written decision shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Labor Director or his/her designee and a representative of the Union and the grievant will meet within ten (10) calendar days after the date of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) Within ten (10) calendars days of the meeting, the Labor Director or his/her designee will provide a written answer to the Union:

The following means of resolution are available under step two:

- (a) If either party makes a request, the grievance will be submitted to the State Conciliation Service for mediation and/or a non-binding and confidential recommended decision. The *party* making the request shall be responsible for contacting the State Conciliation Service within five (5) days. The conciliation efforts shall be conducted within twenty (20) days thereafter.

- (b) A Board of Adjustment shall be created immediately upon request of either party and shall be composed of two members selected by the Union and two members selected by the Company. Said Board shall elect a chairman and secretary and shall have the power to adjust any dispute or grievance that may arise concerning the application or interpretation of the Agreement. Decision of the Board shall be made with a majority vote of the four members.

ARBITRATION: MANDATORY:

Either party may demand arbitration over an unsettled dispute concerning the interpretation or application of this agreement and arising during the term of this Agreement.

TIME LIMIT:

The right of either party to demand arbitration over an unsettled dispute is limited to a period of (20) calendar days from the final action taken on such dispute under the last step of the grievance procedure immediately prior to arbitration.

Section 3 - POWERS OF THE ARBITRATOR:

- a. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement.
- b. The Arbitrator shall have no power to establish wage scales, rates or new or changed jobs, or to change any wage rate.

Section 4 - SELECTION:

The parties shall select an arbitrator within to process the dispute to final and binding resolution. The parties shall select an arbitrator to process the dispute to final and binding resolution.

If the Union and Employer cannot agree on the selection of an arbitrator, then the parties shall request that the Federal Mediation and Conciliation Service (FMCS) nominate a panel of seven (7) arbitrators. The Union and the Employer shall alternatively strike one (1) name until only one (1) name remains on the list; the remaining name shall be the person designated as the arbitrator.

The party to strike first shall be decided by coin toss. If the arbitrator selected is not willing or able to hear the matter for any reason, then the Union and the Employer shall request a new list of seven (7) arbitrators from the FMCS and follow the selection process set forth in this paragraph until an available arbitrator is selected. If both the Union and the Employer agree that none of the arbitrators supplied by the FMCS on any panel of seven (7) is satisfactory, then a new panel may be requested from the FMCS.

Section 5 - **EXPENSES:**

Fees and expenses of the Arbitrator and reporter cost of the original copy of the transcript and hearing room shall be shared equally by the parties.

Section 6 - **TIME LIMITS:**

It shall be the duty of the Arbitrator to the Union and the Company to make his best effort to render his decision within ten (10) calendar days after the matter has been finally submitted to him. Priority shall be given to deciding discharge cases and the Arbitrator shall make his best effort to decide such cases within five (5) calendar days after the matter has finally been submitted to him.

Section 7 - **FINAL BINDING AWARD:**

The Arbitrator's decision shall be final *and* binding on the Company, on all Bargaining Unit Employees and on the Union.

Section 8 - **RETROACTIVELY:**

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less all amounts the employee earned elsewhere during the period in question, less any unemployment compensation received or compensation for personal services that he may have received or could with diligent effort have received from any sources during the period in question

ARTICLE XI - LEAVE OF ABSENCE

Section 1 - **LEAVE WITHOUT PAY:**

A leave of absence without pay granted by the Company not to interrupt the continuity of seniority provided the employee submits a request in writing to the Company. The Company shall reply to such request in writing, and a copy shall be forwarded to the Union:

- (a) A medical leave of absence due to an off-the-job accident, illness, or injury (in addition to F.M.L.A.) shall be granted for up to ninety (90) days. Employees out of work under the provisions of this section for a total of 12 months shall fall under the provisions of Article VIII, section 3 (b). An employee on a medical leave shall submit to the Company medical verification, upon request.

- (b) A personal leave of absence may be granted by the Company for reasonable cause, not to

exceed sixty (60) days. Such leave may be extended by mutual agreement of the Company and the Union. The employee will be notified seven (7) days after the request is submitted.

In case of emergency, the notice will be as soon as possible.

Section 2 - **LEAVE FOR UNION BUSINESS:**

The Company agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to serve in any capacity of official Union business, provided that fourteen (14) days' advanced written notice or sooner if possible is given to the Company by the Union, specifying the length of time off (which shall not exceed twelve (12) months); and provided further that the Company has other employees available who are qualified by experience to perform the necessary work and that such leave of absence does not otherwise interfere with the efficient operation of the Company's office.

Section 3 The Company shall comply with state and federal family leave laws. The Company, may, at its sole discretion, extend the time limit if the employee and the Union request such an extension in writing and furnish a written report from a licensed medical doctor stating that such an extension is necessary.

ARTICLE XII - HOURS OF WORK AND OVERTIME/DRIVERS

Section 1 - **REGULAR WORKDAY:**

The regular workday shall be determined by the requirements of the transportation schedule developed by the Company and/or its revenue customers.

Section 2 - **REGULAR WORKWEEK:**

The regular workweek will normally be Sunday thru Saturday.

Section 3 - **DRIVER - DESIGNATION OF SHIFT:**

A driver's time shall start when he reports to work as assigned and shall end when he returns his bus to the terminal or relief point, returns to the terminal, and completes any assigned post-trip activity, including any required paperwork or report. The employer will make payroll detail reports available to employees no later than 2200 hours on every other Monday.

Section 4 - **GUARANTEED HOURS:**

A driver who reports to work as scheduled at the time of his shift and who does not absent himself from any part of the shift that is considered his normal work shift, shall be guaranteed

four (4) hours of work or pay for each separate required report. However, a driver on standby assignment shall be guaranteed two (2) hours of work or pay.

Section 5 - CHECK-OUT TIME:

A driver shall perform and document a pre-trip and post-trip inspection on each vehicle to which he is assigned each day prior to the beginning of his first pull and close of his shift.

Section 6 - OVERTIME:

A driver shall be paid time-and-one-half (1 1/2 times) the straight-time rate of pay then in effect for the work being performed when the total of hours worked exceeds forty (40) hours in a work week.

Utility, Dispatchers/Reservationists/ Road Supervisor:

A utility, dispatcher/reservationist, and road supervisor shall be paid time-and-one-half (1-1/2 times) the straight-time rate of pay then in effect for the work being performed when the total of hours worked exceeds forty (40) hours in a work week, or eight (8) hours in a day for 5/8 schedules, and ten (10) hours in a day for 4/10 schedules.

Overtime for all employees not covered by the extra board shall be first assigned to those operators in seniority order who have signed up on the sign-up sheet. Once the sign-up sheet has been exhausted, work will be offered to other employees on a seniority basis. Once attempts for voluntary overtime assignment have been exhausted, the Company reserves the right to force overtime in inverse seniority order. In all cases, extra work will be always first offered to employees who have not already worked a shift on that day.

ARTICLE XIII- ROUTE ASSIGNMENTS- DRIVER

SECTION 1 - REVIEW OF ROUTES:

All routes and work assignments shall be subject to review and reassignment as provided in this Article. The Company will determine the number of bids based upon its legitimate business needs and the desires of its contracting entities; provided, however, all routes shall be bid a minimum of three (3) times per year with a maximum of six (6) months between bids. The route schedule for each bid period shall be, Posted, for review, fourteen (14) days prior to the bid date. Bid routes will begin the second (2nd) Sunday following the bid date. All tripper assignments shall be subject to bid. The Visalia City Transit and Tulare Area Transit bids will be conducted by the Union. The Company will pay one Steward to conduct the bid. The Steward will be paid a minimum of two (2) hours, to a maximum of two and one half (2-1/2) hours. Except that Stewards may be paid more than the two and one half (2-1/2) hours by mutual agreement between the Union and the General Manager.

Section 2 - ROUTE BIDDING AND VACANCIES:

All qualified employees covered by this agreement shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified and licensed to perform all of the work involved in the assignment for which he is bidding, and all required in-service hours must be current.

Holiday schedule and other emergency situations will be determined by management.

Employees who are off on a disability leave or other medical leave and return to work between master re-bids shall be put back into their regular bided route.

Company will bid Routes and Utility separately. Cross bidding only applies within each Division.

SPECIAL BIDS:

1. Run/shift becomes permanently open (i.e.: due to driver leaving employment, discharge, promotion, or death)
2. New run/shift (new run expected to last three months or more)
3. A run/shift is eliminated.

Runs/shift that become permanently open between master bids i.e., Promotion, Transfer, discharge, quit, or other, shall be handled in the following manner:

- a) Open route only, shall be put up for bid following the bid procedures described above.
- b) The bid procedure will continue for the next open route (vacant due to the previous bid in (a) that is affected by this process,
- c) The third open route that is affected by this process will be put on the extra board and become available at the next master re-bid.
- d) Route/shift that becomes vacant shall be posted within seven (7) calendar days after they occur.

Section 3 - **SIGNIFICANT CHANGE IN WORK:**

In the event an employee's assigned work is significantly changed, the following provisions shall apply:

- a) If a route is eliminated by the customer or by the Company or reduced by sixty (60) minutes or more per day from the time posted, prior to its being assigned to

that employee, or if the type of vehicle assigned to a route changes and the employee is not qualified to operate the newly assigned vehicle, such affected employee may, subject to qualification, exercise his/her seniority to displace a driver with less seniority whose route time is equal to or less than that of the affected route.

- b) The less senior driver displaced as provided in paragraph (a) of this Section may, subject to qualification, elect to:
 - 1. Assume the route vacated by the more senior driver under paragraph (a),
or,
 - 2. Exercise his seniority to displace the least senior driver at his terminal who has an assigned route, or,
 - 3. Become an Unassigned Driver.
- c) With the mutual consent of the Union and the Company, the Company may reassign an employee to a route.

Section 4 PROXY AND ABSENTEE BIDS:

A non-probationary employee who cannot attend Route/Work Assignment Day shall be allowed to submit his bid by written proxy, provided such proxy is submitted to the Company not later than one (1) hour prior to the commencement of the bidding. Such employee's proxy will be examined when the time for his bid occurs, and he shall be assigned that available route listed on his proxy that is his most preferred. In the event no preferred route is available, Management shall select a route for the employee and the employee shall be required to perform such work. A non-probationary employee who fails to report for Route/Work Assignment Day and who fails to submit a written proxy shall have his route selected by management, and the employee shall be required to perform such work.

It is agreed that any employee out on Medical Leave at the time of a bid, who can verify by doctor's note that they are expected to return to work within six weeks of the start of a bid, will be permitted to bid with their respective bid group.

Section 5 - ASSIGNMENT OF REMAINING WORK:

Any route or work assignment remaining unassigned following application of the procedures provided in this Article may be assigned by the Company to any employee not yet assigned a route or work assignment. If no such unassigned employee exists, the Company shall assign such work by inverse seniority.

When time permits, non-bidder contracted work shall be posted and offered to drivers by seniority except when an outside contractor requests a particular driver. In that case, the requested driver will be assigned to that piece of work. Upon request, the Company will provide proof of a contractor's request for a specific driver.

Section 6 - BIDDING - DISPATCHER/RESERVATIONIST/ROAD SUPERVISOR:

Section 6.1 - Procedure: The Company shall conduct a dispatcher/road supervisor General Bid concurrently with the driver bid

Section 6.2 - Selection: Preference for shift selection shall be by the most senior qualified employee within their Division and classification.

Section 6.3 - Selection: Permanent Vacancies: Shifts that become open during the term of a general bid shall be posted for not less than ten (10) days before filling. Dispatchers/Road Supervisors within the Division/classification of the shift being posted shall have the opportunity to bid on these vacancies.

Section 7 - SCHEDULING POLICY:

1. Extra Board Drivers shall call in after 5:00 PM and confirm their schedule for the following day.
2. The Dispatcher shall call any regular drivers if their schedule changes for the following day.
3. Same-day schedule changes shall be communicated by Dispatch to the drivers and schedules will be adjusted on an as needed basis without regard to seniority.
4. Failure to complete an entire shift as a result of these procedures will be handled through the attendance policy.

ARTICLE XIV - EXAMINATIONS

Physical examinations, required by the Company shall be promptly complied with by all such employees and/or applicants, provided, however, the Company shall pay for all such examinations, and in the case of present employees, the Company shall pay for time spent at the place of examination or examinations, except in the case of driver's or chauffeur's license examinations.

Employees will not be required to take examinations during their working hours without pay for time so consumed. The Company shall pay for the time spent getting required DOT physicals for recertification.

This provision also covers part-time employees.

ARTICLE XV - CLASSIFICATIONS AND WAGES

All of the classifications covered by the Agreement and the wage rates, differentials, effective dates, methods of administration and payment and related provisions are in Appendix "A", which is attached and is hereby expressly made a part of this Agreement. All other provisions of Appendix "A" are fully enforceable under this Agreement. Conversely, no claim by an employee or by the Union to a wage rate, differential, effective date, method of administration or payment or other aspect of remuneration not specifically provided for in Appendix "A" shall constitute grounds for a valid grievance under this Agreement.

Section 1 - CDL Requirement. As a condition of employment, all employees are required to obtain and maintain a Class B commercial driver's license with a passenger endorsement in accordance with the Company's existing training policy. In the event an employee does not have a Class B license with a passenger endorsement, he or she will be given ninety (90) calendar days to receive their Class B license in which he or she shall be required to receive their permit in the first thirty (30) calendar days of that window.

ARTICLE XVI - EMPLOYEE BENEFITS

All of the employee benefits which are the specific creatures of this Agreement, as well as all of the provisions for eligibility, certification, administration and related rights and requirements are included in Appendix "B". which is attached and is hereby expressly made a part of this Agreement. All of the provisions of Appendix "B" are fully enforceable under this Agreement. Conversely, no claim by an employee or by the Union to an employee benefit not provided for in Appendix "B" or to any aspect of eligibility, certification, administration or of the rights and requirements relative to the employee benefits which included, except those specifically provided for in Appendix "B", shall constitute grounds for a valid grievance under this Agreement.

ARTICLE XVII - GENERAL CONDITIONS

Section 1 - FLEXIBILITY:

It is agreed that the Company may, during an emergency or period of unusual operational demand, utilize an employee to the degree that no employee's compensated time shall be wasted. Employees shall be trained and qualified according to Company standards to do any assignment. In no event shall an employee be cross utilized for a period of greater than thirty (30) calendar days.

Section 2 - SOLE AGREEMENT:

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

Section 3 - WAIVER OF BARGAINING DURING TERM:

Notwithstanding any provision of this Agreement, 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 are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

Section 4 - GENDER:

Throughout this Agreement, the masculine shall embrace the feminine and the singular shall become the plural.

Section 5 - AMENDMENT/WAIVER:

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

Section 6 - REVENUE CONTRACT TO PREVAIL:

The relevant provisions of a revenue contract between the Company and its customers under which an employee of the Company performs such 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 such revenue contract, the relevant provisions of said revenue contract shall prevail for all purposes. Nothing in this section shall be construed as subjecting any of the terms of any of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement.

Section 7 - J.L.R.C.:

The Company and Union agree to meet at least quarterly to discuss issues and concerns that arise in the workplace. No employee shall lose pay as a result of attending these meetings.

Section 8 - PERFORMANCE OF WORK COVERED BY THIS AGREEMENT:

Management personal may perform bargaining *unit* work only under the following conditions:

- I.) training or instructing another employee
- 2.) in case of emergency.

Section 9 - TERMINATION OF TRANSPORTATION SERVICES CONTRACT:

If the transportation services contract between the Company and its service customer 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, and any disputes that should arise which occurred during the term of the collective bargaining Agreement, up to and including arbitration. If the service customer awards the services now provided by the company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

Section 10 - SEPARABILITY:

If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions not so illegal or unenforceable shall continue in full force and effect. In such an event, the parties shall meet promptly to negotiate a new provision to replace that which has been rendered invalid.

Section 11 - NEW WORK:

By mutual agreement with the Union, the Company shall have the right to amend any of the provisions of Appendix "A" and/or "B" of this Local Supplement as it is deeming necessary to successfully bid for and obtain new work in addition to that work being performed by the bargaining unit employees on the effective date ohms Agreement. The Company will meet with the Union to discuss such amendments. An employee becoming a member of the bargaining unit as the result of this new work Agreement, except those which may have been amended from appendix "A" as provided in this Article. The Union agrees to cooperate in assisting the company in obtaining such new work.

Section - 12 - MEETING:

The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service

to the Client.

Section 13 - DMV EXAMINERS:

The position of DMV Examiner is a voluntary position, anyone interested may contact management.

ARTICLE XVIII NON-DISCRIMINATION

Neither the employer nor the Union in carrying out their obligation under this Agreement shall discriminate in any manner whatsoever against any employee because of race, sex, religion, national origin, age, status as a Vietnam Era Veteran, or physical or mental disability. In this Agreement, when the masculine gender is used, it shall be deemed to include the feminine and vice versa. To comply with applicable state and federal laws insuring equal employment opportunities to qualified individuals with a disability, the Employer will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability unless undue hardship would result. The Company and the Union shall not discriminate against any employee for reasons covered by applicable State and Federal law.

ARTICLE XIX - DEFINITIONS

Section 1 - MISS-OUT:

A miss out is defined as an employee reporting for work more than one minute late any time after their shift is scheduled to begin, up to fifteen minutes late. If an employee reports to work more than five (5) minutes late, they will be charged with an absence, and may have their work re-assigned. If the operator is assigned work, they will then be charged with a miss out rather than an absence.

Section 2 - NO-CALL NO-SHOW:

An employee who fails to report for work and fails to notify the Company of his status is considered a no call/no show. An employee who is a no call/no show for one day will incur two (2) occurrences and be subject to further disciplinary action. Two (2) instances of being a no call/no show in a rolling twelve (12) month period will result in discharge.

No Call/No Show is defined as no communication with the Company within the first four (4) hours of the employee's scheduled shift or by the end of their shift whichever is sooner.

ARTICLE XX - BREAKS & LUNCHES

Section 1

- (a) Rest Periods. All employees are authorized and permitted to take rest periods in accordance with this policy.

Each employee is authorized and permitted to take a ten (10) minute net rest period for every four (4) hours worked or major fraction thereof, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route, but employee is not required to operate or remain in the vehicle.

It is the responsibility of each employee to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and was prevented from doing so, the employee must submit a written statement explaining why he or she was prevented from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

(b) Meal Periods

1. Drivers - The Company provides at least a 30-minute meal period to employees who work more than five hours. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday. Accordingly, drivers who work up to eight (8) to ten (10) hours in a workday shall be provided with a one (1) hour meal period. Employees who work ten (10) to twelve (12) hours shall be provided with an additional thirty (30) minute meal period.

The meal periods shall be unpaid unless it is an "on duty" meal period. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform they may not be relieved of all duty. Therefore, the Company and the Union agree the drivers may receive a paid meal period rather than a duty-free meal period. At any time, a driver may revoke, in writing, the on-duty meal period agreement.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and when you begin your drive to the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break. A lunch break, if granted, is a minimum of thirty (30) minutes.

Any driver who believes that he/she did not receive a proper meal period in accordance with this Agreement or law shall make such claim, in writing, to his or her General Manager within two days after the missed meal period occurred. Unless the Company is notified of missed meal periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all drivers were permitted to take meal periods.

2. Non-Drivers - The Company provides at least a 30-minute meal period to non-drivers who work more than five hours unless they work six or fewer hours total and are covered by the union election to waive the first meal period. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and are covered by the union election to waive the second meal period. The first thirty (30) minute meal period should be taken prior to the completion of the fifth (5th) hour of the workday. The second thirty (30) minute meal period should be taken prior to the completion of the tenth (10th) hour of the workday.

Any non-driver who believes that he/she did not receive a proper meal period in accordance with this Agreement or law shall make such claim, in writing, to his or her General Manager within two days after the missed meal period occurred. Unless the Company is notified of missed meal periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all non-- drivers were permitted to take meal periods.

3. California Meal Waiver. The Union agrees on behalf of all employees in the bargaining unit to waive any meal periods to which any employee might otherwise be entitled when the employee works at least five (5) hours but not more than six (6) hours during a workday. The Union also agrees on behalf of all employees in the bargaining unit to waive any meal period to which any employee might otherwise be entitled when the employee works at least ten (10) hours but no more than twelve (12)-hours and the first meal period was duty-free. At any time, an individual bargaining unit member may revoke, in writing, the meal waiver.
4. Arbitration of Meal and Rest Period Claims. Any and all disputes or claims alleging that one or more employees was not provided with one or more meal or rest periods in accordance with this Agreement or law, shall be subject to resolution and arbitration provisions of this Agreement.

ARTICLE XXI - TERM OF AGREEMENT

Section 1- **EFFECTIVE DATE:**

This Agreement shall be in force and effect from July 1, 2022, through 12:00 midnight. June 30, 2026.

Section 2 - **NOTICE OF TERMINATION AUTOMATIC RENEWAL:**

If neither the Union or the Company desires to modify, amend or terminate this Agreement, written notice by registered mail must be given to the other party not earlier than ninety (90) days nor later than sixty (60) days prior to such termination date. If no such notice is given, this Agreement shall be automatically renewed without change for an additional period of one (1) year, and in such event this Agreement may be terminated or renewed in like manner from year to year thereafter.

Section 3 - **RENEWAL:**

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 1 of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other.

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

For the Company

J. Thornton

J. Thornton (Mar 6, 2023 12:09 CST)

Signature

Jeffrey A. Thornton

Printed Name

Erek Gonzales

Signature

Erek Gonzales

Printed Name

For the Union

Greg Landers

Signature

Greg Landers

Printed Name

Gary Jenkins

Signature

Gary Jenkins

Printed Name

APPENDIX "A"

CLASSIFICATIONS AND WAGES Full-time and Part-time.

Section 1: Driver/Dispatcher/Road Supervisor Wage Rates

**DRIVER
UTILITY
WAGES**

	Current	7/1/23	7/1/24	7/1/25
Training	Min. Wage	\$21.00	\$22.00	\$23.00
Start	\$19.00	\$21.00	\$22.00	\$23.00
After 1 Year	\$19.50	\$21.50	\$22.50	\$23.50
After 2 Years	\$20.25	\$22.25	\$23.25	\$24.25
After 3 Years	\$21.50	\$23.50	\$24.50	\$25.50
After 4 Years	\$22.50	\$24.50	\$25.50	\$26.50
After 5 Years	\$23.25	\$25.25	\$26.25	\$27.25
After 6 Years	\$23.50	\$25.50	\$26.50	\$27.50
Utility	\$16.88	\$18.88	\$19.88	\$20.88

Dispatchers pay will be paid \$1.00 above their respective wage rate in the above wage scale and Road Supervisors will be paid \$1.50 above their respective wage rate in the above wage scale.

Section 1 - NIGHT-TIME PREMIUM:

If the current operation expands to 24 hours service, the Company shall pay a .25 cent premium per hour for all hours worked between midnight and 5:00 AM. This .25 cents per hour shall not be counted as an employee's base hourly rate for the purposes of overtime calculation.

Section 2 - PAYROLL NOTES:

Payroll Note# 1: Minimum Rates:

The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than provided for his classification. The Company may, at its option, elect to credit some or all of a driver's prior driving service or experience for the purpose of establishing a higher placement on the progression schedule. No employee shall suffer a reduction in pay rate as a result of the signing of this Agreement.

Payroll Note #2: **Driver/Trainer and Dispatcher/Classroom Trainer:**

The Company may assign an employee who, in honest business judgment, is fully qualified to perform work as a Driver/Trainer or dispatcher/Trainer and may similarly remove such employee from such assignment; provided, however, than an employee so assigned shall be paid a differential of one (\$1.00) dollar per hour in addition to his regular rate of pay for all hours worked as a Driver/Trainer or dispatcher/Trainer. Assignment will be based on seniority, provided that the most senior employee has the qualifications to perform the work.

It shall be understood by the parties that classroom training can be assigned to any Transdev employee or outside vendor, and that classroom trainer duties are not generally a Dispatcher function. Classroom trainer duties will be assigned to dispatcher employees at the sole discretion of the Company.

Section 3 - **PERFECT ATTENDANCE.**

Any employee having perfect attendance during a particular year shall receive a bonus of \$150.00 on the 1st pay period of the following year.

APPENDIX "B" - EMPLOYEE BENEFITS

The following benefits shall be applicable to Full-time Employees.

Full-time employee is defined as being regularly scheduled to work (32) hours per week.

I. BEREAVEMENT LEAVE

Section 1 - **Bereavement Pay Eligibility:**

A non-probationary employee assigned to a classification covered by this agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of State, the non-probationary employee will be entitled to five (5) days with pay. The company shall have the right to require proof of death of the relative.

The company defines "immediate family" as the employee's spouse or registered domestic partner if pre-designated, including a partner of the same sex, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse, grandparents, or grandchildren and step-parents.

Section 2 - Bereavement Pay Calculation:

Bereavement pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's current run standard.

II. HEALTH INSURANCE

Section 1 - Designation of Plans:

The Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this agreement. The level of benefits shall be maintained throughout the life of the contract. It is agreed to by the parties that the union may shop for better or more economical health insurance options during the term on this agreement. Implementation of any new plan will only occur by mutual agreement of the parties.

Section 2 - Qualified Employee Defined:

A qualified employee shall:

- A. Employees shall become qualified to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.
- B. For purposes of this section a "Qualified Employee" is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week as calculated under the terms of the PPACA.
- C. The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

Section 3 - CONTRIBUTIONS:

The company shall make a contribution each month toward the Medical insurance coverage for each qualified employee enrolled in the plan in accordance with the paragraph below. The Company may contribute more than the percentage below in order to remain in compliance with the affordability provisions of the PPACA

Beginning January 1, 2021, there shall be an 80/20 ER/EE split for all medical insurance plans offered by the Company for all categories (i.e., EE only, EE+1, Family).

Section 4 - **EMPLOYEE ELECTIONS:**

All employee elections under this Article shall be made in accordance with the plan provisions in effect at the time of election.

III. PAID HOLIDAYS:

Section 1 - **HOLIDAYS DESIGNATED:**

Subject to the provisions of Sections 2 and 3 of this Article, a Full-Time employee assigned to the classifications covered by this Agreement shall receive pay for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Martin Luther King Jr. Day
Employee Birthday (beginning January 2020)

Section 2 - **PAYMENT OF HOLIDAY PAY:**

Holiday pay as provided in this Article shall be calculated at the employee's base, straight-time rate of pay and shall be based upon the average, number of straight-time hours per day that the employee has worked during the thirty (30) day period immediately preceding payment.

Section 3 - **WORK REQUIREMENTS FOR ELIGIBILITY:**

In order to be eligible to receive holiday pay as provided in this Article, an employee must work throughout the last scheduled workday prior to the holiday and the first scheduled workday following the holiday.

Section 4 - **PAY FOR TIME WORKED ON A HOLIDAY:**

An employee who works on a day recognized as a holiday in this Article shall receive holiday pay plus his straight-time, hourly rate for all hours worked on the holiday. An employee who is scheduled to work on a paid holiday as defined in Section I of this Article but who does not report to work shall not receive holiday pay.

Section 5 - **ALTERNATIVE HOLIDAY WORK SCHEDULE:**

The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy

the service requirements of its customers.

IV. VACATION / PTO:

Section 1- Schedule of Vacation Benefits:

A full time, non-probationary employee covered by this Agreement shall begin accruing, and be able to take vacation according to the following accrual schedule:

- a. Completion of probation to 12 full months of service= 2.0 Hours per pay period (40 Hours/Year)
- b. 13 through 60 full months of service= 3.08 Hours per pay period (80 Hours/Year)
- c. 61 through 120 full months of service= 4.62 Hours per pay period (120 Hours/Year)
- d. After 120 full months of service and thereafter =5.38 Hours per pay period (140 Hours/Year)

Upon approval, employees shall be eligible to schedule, and take vacation after completion of their probationary period.

V. Vacation Cash-Out:

Employees shall have the option of cashing out accrued vacation during the first week in June OR during the first week in November of each year up to forty (40) hours of accrued PTO without taking the time off once reaching 40 hours accrued. Vacation cash outs must be requested in writing by December 31st of the previous calendar year from the requested vacation cash out window. Failure to request vacation cash out in writing before the December 31st date shall result in denial of the cash out request. This cash-out election, once made, is irrevocable and cannot be withdrawn.

VI. TEAMSTER PENSION:

Benefit time paid for but not worked, such as holidays and vacations shall be considered as time worked for the purpose of this Section.

Beginning December 1, 2011, and for each year of the agreement thereafter, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund the sum of ten cents (10¢) for each hour for which compensation is paid to all employees. Said amounts to be computed monthly for each employee covered by the terms of this Agreement

VII. JURY DUTY:

- a) Any employee receiving notification to report for jury duty shall immediately notify the Company. Any employee who is required to report to jury duty, who submits proof of a summons to appear for jury duty and submits proof of attendance, shall receive jury duty pay for any time missed from the employee's regular work shift. Jury duty pay shall be determined by subtracting the total number of payroll hours the employee receives (inclusive of paid vacation, sick leave, and holiday) without jury duty pay during the pay period in which jury duty occurs from the total number of hours the employee would have received had the employee worked their normal bid shift during the same payroll period in which jury duty occurs. In no event shall total jury duty pay for any employee exceed 40 hours per year. Notwithstanding any other provision of this Article, an employee shall not be entitled to jury duty pay if any one of the following occurs: a) The employee fails to complete any and all scheduled work during the pay period in which jury duty occurs, including any position of any shift, other than by reason of vacation, holiday or paid sick leave.

*in pay
agreement*

VIII. LIFE INSURANCE:

The Company will provide a life insurance policy in the amount of ten thousand (10,000) dollars for all employees. The employee must have a signed beneficiary form on file.

IX. UNIFORMS:

Transdev will provide uniforms for all drivers. Each Driver shall receive at least three (3) pairs of pants and six (6) shirts.

Whenever any part of the uniforms shows extensive wear, tear or stains, the employee shall ask for that part of the uniform to be replaced immediately.

The uniform (or any part of the uniform) is to be worn only while on duty or when traveling to or from the workplace.

X. SICK LEAVE:

All employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Beginning January 1, 2019, the sick leave bank will be restored on the employee's anniversary date and then distributed on the employee's anniversary date thereafter. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement - including, but not limited to, overtime or paid time off accrual. These three days of sick leave shall be considered excused absences. Sick leave shall not be carried over from year to year and shall not

be available for cash out.

Section 2 - Holiday During Vacation:

Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

APPENDIX "C"

Tulare County Transit

Assignment of Extra Board Drivers: Extra Board drivers shall be assigned pieces of work in order of seniority up to 28 hours in a week. If a driver will reach 28 hours or more, that employee will be skipped for extra board assignment. If two operators have identical hours, the longer piece of work will be given to the more senior person.

Extra Work Assignment: Both Divisions shall keep an extra work signup sheet for their respective drivers. And all extra work not covered by the extra board shall be assigned to those operators in seniority who have signed up on the signup sheet. Once the sign-up sheet has been exhausted, work will be offered to other employees on a seniority basis. In all cases, extra work will be always first offered to employees who have not already worked a shift on that day.

Established Wage Rates: All drivers will make their established wage of straight time or overtime when working for Tulare County Area Transit.

APPENDIX "D" -ATTENDANCE

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All Transdev employees are required to report to work on time every day they are scheduled to work. The following policy applies to all non-probationary employees and is based on a rolling twelve (12) month time period.

Excused Absence

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1-A Transdev "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2-These steps are completed per the division's advance notice policy.

Unexcused Absence

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour but less than four (4) hours after the start of a scheduled shift for a scheduled shift is counted as three (3) points.
- An employee who fails to report for work and fails to notify the Company of his status within the first four (4) hours of the employee's scheduled shift or by the end of their shift, whichever is sooner, is considered a no call/no show and is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

Tardiness

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned, and the employee sent home.

Disciplinary Guidelines for Attendance

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated. Any employee receiving a written warning or termination shall be notified of the discipline within five (5) business days from the date of returning to work.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

The Company will give courtesy notice of attendance points on a bi-weekly basis via inclusion in payroll stub envelopes or mailbox. It is the responsibility of the employee to be aware of their attendance record and bring up any discrepancy via the grievance and arbitration process.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Clean Slate

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean, and any prior points will not be considered as a basis for disciplinary action.

Job Abandonment

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.







TCRTA_Teamster_Local_517_Driver_Agreement_2026-06-30

Final Audit Report

2023-03-06

Created:	2023-03-06
By:	Erek Gonzales (erek.gonzales@transdev.com)
Status:	Signed
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AGREEMENT

BETWEEN

TRANSDEV SERVICES INC.

VISALIA, CALIFORNIA
(Mechanics and Parts Clerk)

AND

TEAMSTERS LOCAL 517

AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
)

December 1, 2017 – June 30, 2026

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AGREEMENT

This Agreement is entered into and is effective this July 1st between Transdev Services Inc. (Mechanic/Shop Clerk), hereinafter referred to as the "Employer", its' successors and assigns, and TEAMSTERS LOCAL 517, hereinafter referred to as the "Union".

ARTICLE 1 - INTENT AND PURPOSE

Section 1.1 - Labor Relations. The parties hereto enter into this collective bargaining Agreement for the purpose of promoting and maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement and the Local Supplements attached hereto. It is the intent of both parties to provide uninterrupted service to the clients we presently serve, or may serve in the future, and to provide a secure and productive work environment to the employees of the Employer.

Section 1.2 - Quality of Service. The parties, recognizing the competitive nature of the Employer's business, hereby pledge mutual cooperation in providing high quality service to the Employer's clients in an economical fashion, consistent with the terms set forth herein.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement is entered into by and between Transdev, Inc. (hereinafter referred to as "Company") and Teamsters Local Union Number 517 (hereinafter referred to as "Union"). This agreement shall remain in full force and effect from July 1st, 2022 and shall remain in full force and effective until midnight of June 30, 2026, and from year to year thereafter, unless either party notifies the other by giving written notice sixty (60) days in advance of the expiration date, of a desire to modify, amend or terminate this Agreement.

ARTICLE 3 - RECOGNITION

Section 3.1 - Bargaining Representative. The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit as defined by the certification of the National Labor Relations Board, NLRB dated February 12, 2008, in case 32-RC-5549, who are employed at the Tulare City and County location. Additionally, the Company recognizes the Union as the exclusive bargaining agent for allemployees in the bargaining unit as defined by the certification of the National Labor Relations Board, NLRB dated September 17, 2017, in case 32-RC-204652.

Section 3.2 - Covered Employees.

Included: All full-time and regular part-time maintenance employees and shop clerks.

Excluding: All drivers, office clerical employees, all other employees, guards, and supervisors as defined by the act.

ARTICLE 4- PARTICIPATION

Section 4.1 - Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer, and enforce the terms of this Agreement.

Section 4.2 - Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31s^t day following the employee's completion of training or the contract ratification date, whichever is later.

Section 4.3 - Check-off. The Company will give a Union membership application to each mechanic/shop clerk during initial training and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 4.4 - Dues Deduction. 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 each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 4.5 - Employee Obligation. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 4.6 - Termination for Non-Payment of Dues. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company.

Section 4.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of 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 5 - MANAGEMENT RIGHTS

Section 5.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.

(d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.

(e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.

(f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.

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

Section 5.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 5.3 - Client Contract. The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the Visalia City Coach, City of Tulare, and County of Tulare clients, hereto known as the "Client." The contract between the Company and the City of Tulare, and County of Tulare clients contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove an employee from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the employee, the Company will then meet with the Union to discuss the status of the employee. Should the Client maintain its position concerning the status of the employee, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 5.4 - Non-Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6 - REPRESENTATIVES' RIGHTS

Section 6.1 - Recognition of Shop Stewards. From among the employees employed in the bargaining unit, the Union may designate, and the Company will recognize not more than two (2) Shop Stewards per one hundred (100) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

Section 6.2 - Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled tounder this Agreement had the employee not taken such leave of absence.

Section 6.3 - Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and assist in the processing and settlement of grievances. Shop Stewards shall have the right to review any discipline, video, drive cam, etc. associated with a steward's duties upon written request and employee approval,

Section 6.4 - New Member Orientation. 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 517 to newly hired employees for a maximum of 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 6.5 - Union Visitation. Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee.

The Company and Union agree to meet for a Joint Labor Management Committee (JLMC) meeting as needed to discuss issues and concerns that arise in the workplace. No employee shall lose pay as a result of attending these meetings. More precisely,

employees shall be paid when meetings occur during their shift. When employees are not on duty at the time of the meeting, attendance shall be voluntary and unpaid

ARTICLE 7 - BULLETIN BOARDS

Section 7.1 - Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local and will be posted 14 days prior to the date of the event. The Company shall also allow any official postings as mandated and prescribed by any government agency. This bulletin board shall be located in the Maintenance department hallway.

Section 7.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

ARTICLE 8 - COMPLIANCE WITH LAW

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

ARTICLE 9 -AFFIRMATIVE ACTION

Section 9.1 - Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 9.2 - Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

ARTICLE 10 - NO STRIKE, NO LOCKOUT

Section 10.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 10.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service - especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 10.3 - Work in Other Units. In the event of a labor dispute involving another Transdev bargaining unit located at and performing work out of the Company's Tulare City and County location, Mechanics will not be required to drive Company vehicles in revenue service.

Section 10.4 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

ARTICLE 11 - DISCIPLINE

Section 11.1 - Disciplinary Procedures.

(a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all

hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so, requested by the employee.

(b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.

(c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.

(d) Initial discipline shall occur within fourteen (14) calendar days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) calendar days to complete.

(e) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 11.2 - Progressive Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. With the exception of a violation of a serious infraction as listed in Section 11.4, Attendance Policy as listed in Section 11.5, or the Safety Policy as listed in 11.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation: Policy review 1 documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Dismissal From Employment with Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. If an employee does not have a disciplinary violation for a period of twelve

consecutive months, then the employees will have his record cleared. This policy is based on a floating twelve (12) month time period.

Section 11.3 - Work Rules. The Company will issue all employees a current Transdev Handbook outlining all rules, regulations, and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation, or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations, and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation, or work-related policy change will stand as implemented.

Section 11.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.

- (d) Threatening, intimidating, coercing, or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employees, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State, or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.
- (j) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup. (NOTE: This language (j) is only for Agreements that cover Paratransit operations.)
- (k) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
-
- (l) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests, or any other document.

- (m) Failure to report a hazardous situation, accident, or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a biohazard such as blood or other body fluid being present on the Company vehicle.
- (n) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (o) Gross insubordination or refusal to perform assigned work.
- (p) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including Dill, vehicular manslaughter, reckless driving, or any driving offense involving alcohol or drugs.

Section 11.5 - Attendance. The Attendance Policy outlined in the Appendix A will be utilized and followed for any and all attendance violations/disciplines.

Reporting Off

Maintenance employees unable to work a scheduled shift (including overtime previously accepted) must call the Maintenance Manager to report their absence at least one hour prior to the designated reporting time. This includes absence for part of a shift.

Conditions Requiring Verification for Absence

An appropriate verification of absence may be requested by the maintenance manager at the time of the employee call under either of the following conditions:

- A. If the absence appears to be part of a pattern of possible abuse of leave.
- B. If the Maintenance Manager has reason to believe that an absence is not being reported in good faith.

Section 11.6 - Safety Policy. Because our clients rely upon Transdev Services for qualified, well trained, and safe mechanics/shop clerks, a good safety record on the part of our mechanics/shop clerks is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of Transdev that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook and Safety Policies describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the Transdev Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 11.7 - Safe Vehicles. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 - Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 12.2 - Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

STEP2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting,

within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 12.3 - Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (i) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 12.4 - Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

ARTICLE 13 - CATEGORIES OF EMPLOYEES

Section 13.1 - Regular Full-Time. Employees whose regular scheduled work assignment is at least thirty-five (35) hours in a workweek shall be classified as Regular Full-Time.

Section 13.2 - Regular Part-Time. Employees whose regular scheduled assignment is less than 35 hours in a workweek shall be classified as Regular Part-Time.

Section 13.3 - Part-Time Casual. Part-time employees who are regularly scheduled to work less than 35 hours per work week, and who do not have a regular work assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 13.4 - Classification Change. Part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for four (4) consecutive pay periods, his classification will be changed to Regular Part-Time. If a part-time employee's schedule changes to where he is scheduled and works more than 35 hours in a workweek, each week for four (4) consecutive pay periods, his classification will be changed to Regular Full-Time. Changes in an employee's full time/part time status that occur in accordance with this Section shall only remain in effect until the next general bid. At that time, full time/part time status shall be determined by the bid. Nothing in this Agreement shall be construed as a guarantee of hours.

Section 13.5 - Posting and Filling of Open positions. All maintenance vacancies covered by this Agreement will be posted on an appropriate bulletin board for five working days. The Company will give preference to internal maintenance applicants before considering outside applicants for maintenance vacancies. Selection of the employee to fill the open position shall be solely determined by the Maintenance Manager, the General Manager, or their designee

Section 13.6 - Minimum Time in Position

Once an employee has attained a higher class, the employee must work in that position for a minimum of one (1) year.

Section 13.7 -Temporary Jobs

If an employee is off or will be off for at least thirty (30) days due to illness, accident, or leave, as provided elsewhere in this Agreement, their job may be posted as a temporary position.

In the maintenance department, the individual awarded the temporary position will accrue seniority in that position unless displaced. If a permanent employee fails to return to their job within a period of nine (9) months from the time he/she left, the position will become permanent, and the temporary employee will be allowed to maintain that position and obtain permanent status. If the employee returns prior to the expiration of the nine (9) month period, the temporary employees will revert to their former positions held prior to the temporary openings.

If the employee fails to return to their position during the nine (9) month period and returns later, such employee will be allowed to bump into a position wherever their classification, seniority, and qualifications will allow their in the technical or non-technical division. Employees who are not able to return to work after the nine (9) monthperiod may be offered an extension of no longer than ninety (90) days at the sole discretion of the Company.

Section 13.8 - Step Progression Within A Classification

Maintenance employees may be eligible to advance from one step to another effective the first pay period in January and the first pay period in July.

The Maintenance Manager or his designee will determine those employees who qualify for a step progression with input from the Step Progression Committee. This committee

will consist of at least two members of management and one member of the Union. There shall be four steps within the Mechanic classification. Those steps shall be as follows:

Class A specialized technical
Class B non-specialized technical
Class C Mechanic
Mechanics Helper/Apprentice

Individual job changes ensuing from an application and offer shall be effective with seniority at the beginning of the next pay period, even though the employee involved may be required to perform work in a then lower classification until all job changes can be properly made. The Company will make a reasonable effort to make all job changes as quickly as possible.

Section 13.9 - Promotions - Maintenance

In all cases of promotion within the bargaining unit, the Step Progression Committee will consider the following factors:

(Where factors 1 and 2 are equal, factor 3 seniority will prevail)

1. Knowledge, training, ability to perform the job, skill, and efficiency.
2. Physical Fitness.
3. Seniority.

The Company shall have the sole responsibility to determine factors 1 and 2.

An important factor in determining a candidate's ability is the training the candidate has received in pertinent areas of bus maintenance. To this end, the company shall provide at least 40 hours of training to C-mechanics, 24 hours of training to B-mechanics and 16 hours of training to A-mechanics each year during the length of this agreement. Hours of training may be carried over from year to year. Such training shall consist of in-house training, vendor training on specific equipment, and attendance at professional training schools.

Section 13.10 - Elimination of Job. Whenever a job has been eliminated, or a substantial change is made to a slot/shift, the employee holding said job shall have the right, according to their classification and qualifications to exercise their seniority in any

positions that are lower in classification. (If a Class A position is eliminated the displaced employee may "bump" into a lower class, however, if a class B position is eliminated, the employee could not "bump" a Class A position.)

Section 13.11 - Lead Mechanic. The Company may appoint one Lead Mechanic This slot may be filled by a qualified employee at the sole discretion of management. Lead Mechanic duties shall be as determined by the Company.

ARTICLE 14 - GENERAL BID

Section 14.1 - Preparation of Work Schedules. The computation and preparation of work schedules is a management right held by the Company. Two times each year the Maintenance Manager will prepare and post a work schedule. After three days he will consult with all maintenance employees and finalize the work schedules and number of employees in each classification necessary during each shift. Members of the Maintenance Department shall then bid on these schedules by Division Seniority within each classification.

Section 14.2 - Bidding Cycle. General bids will occur two (2) times per year and become effective the last pay period beginning in May, and the last pay period in September. Schedule changes may be made on the basis of operational need. If a schedule change of four hours or more is required, or if days off are changed, a new bid may be held within 30 days of the schedule change upon a formal written request by the Union. No opportunity exists to bid between operating.

Section 14.3 - Turnover/Attrition Rebid. If the turnover or attrition rate exceeds fifty (50) percent in any job classification, there will be a re-bid.

Section 14.4 - Proxy Bidding. Before going on vacation, employees may leave with the Department Manager or immediate supervisor a written authorization of their choice to bid on any job openings which may be posted during their absence.

Section 14.5- Probationary Employees. Probationary employees are required to bid during the General Bid. Such employees will not be placed in the bid slot received until they have completed their required probationary period.

ARTICLE 15 - REQUIRED LICENSES AND TRAINING

Section 15.1 - Required licenses. All maintenance department employees shall maintain a commercial driver's license (CDL) with air brake and passenger endorsement. The cost of obtaining and renewing an employee's commercial driver's license (CDL) will be borne by the employee. The company will bear the cost of the required two-year medical examination. Any medical treatment necessary to successfully complete the examination will be borne by the employee. Failure to maintain a CDL or obtain the required medical card will result in the failure of the employee to meet the requirements of the position and may be subject to termination. Should an employee lose their driving credentials temporarily, the Company shall grant the employee up to ninety (90) days to have them reinstated.

Employees who do not have the necessary license at the time of ratification of this contract or at the time of their employment will have 30 days to secure the necessary operator permit and 90 days to successfully obtain at least a Class B (CDL) with air brakes and passenger endorsements. The company shall provide a minimum of 20 hours of training and shall make a trainer and vehicle available to take the DMV qualification tests. If more than 20 hours of driving time is required to successfully pass the DMV tests, the additional time will be paid at the training wage (Ca Minimum Wage)

Section 15.2 - Provided Training. The Department will develop a bus maintenance training program. This training program is designed to provide the mechanics the knowledge necessary to keep up with changing technologies and the potential ability to advance within the maintenance department. These classes will be offered during times that will not disrupt the department's work schedule. Unless specifically identified as mandatory, attendance in these seminars are not mandatory. However, attendance in these sessions will be considered when applying for a step increase.

ARTICLE 16 - HOURS OF WORK & PAY

Section 16.1 - Pre-trip Duties. Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Mechanic/shop clerk will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor.

Section 16.2 - Cleanup Time. Cleanup time of twenty (20) minutes will be allowed and paid prior to the end of each shift. This shall consist of ten (10) minutes for area cleanup, and ten (10) minutes for personal cleanup. Each mechanic is responsible to make sure that their tool areas are free of trash and debris. Only properly labeled containers should be stored in individual areas.

Section 16.3 - Post-trip Duties. A mechanic/shop clerk's paid time ends after their last trip is performed and the vehicle is refueled, returned to the yard and the post-trip is completed.

Section 16.4 - Workweek. A workweek starts 0001 hours on Sunday and runs to 2400 hours on the following Saturday.

Section 16.5 - Overtime. Overtime shall be paid at 1-1/2 times the basic hourly rate and shall be paid for all hours worked in excess of eight (8) hours in one day, and forty (40) hours in one (1) workweek.

Additionally, overtime shall be paid at 2 times the basic hourly rate for any work performed in excess of twelve (12) hours in a day. Overtime shall be paid at 1-1/2 times the basic hourly rate for the first eight hours on the seventh consecutive day of work in a workweek. Overtime shall be paid at 2 times the hourly basic rate for all hours worked in excess of 8 hours on the seventh consecutive day of work in a workweek.

Vacation time or Paid Time Off hours do not count as time worked for overtime purposes. Under no circumstances will time-and-one-half (1-1/2), double-time (x2) or premium time of any kind be paid more than once for the same hours, nor be cumulative.

Section 16.6 - Overtime Assignment. All overtime work in the Maintenance Department shall be, as far as practicable, strictly assigned among qualified and eligible employees in accordance with the following:

- A. When overtime is required to complete a task, the mechanic who started the task shall be assigned the overtime required to complete that task.
- B. The qualified eligible employee with the most Division Seniority coming off of their shift shall be offered/assigned any unscheduled overtime work immediately following the end of their shift.
- C. Qualified employees who are on their days off shall be offered overtime in order of Division Seniority.

D. All other qualified eligible employees shall be notified by Division Seniority.

E. In the event that overtime work has not yet been assigned work will be assigned to qualified employees (forced overtime) in reverse Division Seniority order, within the class required to complete the assignment.

Employees eligible for overtime shall not be passed for overtime until reasonable efforts to contact them have been made by the Company. The company shall allow a reasonable time to respond (30 minutes) in the event that a message is required. If there is no answer the employee shall be considered to have passed that opportunity to work overtime. It is

the employee's responsibility to make sure the Department Manager has the proper contact number(s)

For the purposes of overtime assignment, the term "qualified employee" shall mean to have "walk-on" capability to perform the work as determined by management.

Call back or day off overtime subject to assignment shall pay a minimum of two (2) hours and one (1) minute at the overtime rate. A maintenance employee's consecutive hours shall not exceed twelve (12) hours except in emergencies.

ARTICLE 17 - SENIORITY

Section 17.1 - Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

Section 17.2 - Types of Classifications

The Maintenance Department is divided into four (4) classifications: Class A specialized technical, Class B non-specialized technical, Class C Mechanic, and Mechanics Helper/Apprentice.

Section 17.3 - Division Seniority

The length of continuous service commencing from the date of hire/transfer into the Maintenance Department shall be termed Division seniority.

Section 17.4 - Classification Seniority

Classification seniority shall be the length of service in a particular classification within the Division but shall not exceed company seniority. The date an individual first moves within an "A", "B", "C" or Mechanics Helper/Apprentice classification position shall be termed the individual's "A", "B", "C" or Mechanics Helper/Apprentice classification seniority date. A four-month trial period will be utilized for all existing maintenance employees changing classification as defined above.

Section 17.5 - Layoff and Recall.

Layoff

In the event of a layoff, the Company shall determine the Division and classifications and in which positions are to be reduced. Part-time and temporary employees in the classifications to be reduced will be laid off before full-time employees are laid off in those classifications. In determining which employees in the affected classifications will be laid off, Division Seniority within the classification shall prevail.

Upon mutual agreement between employees, a more senior employee may elect to take a layoff for a junior employee. The Union agrees that the Company will not suffer or be obligated under this provision.

An employee who is in a Division and within a classification designated for reduction may displace an employee in any lower classification in the division in which said employee previously held regular status, provided said employee has more Division Seniority than the employee he/she desires to displace. This right shall be exercised only once in any layoff.

"Continuous Service" for benefits purposes (e.g. vacation, PTO, 401(k) etc.) shall not accrue during layoff, but seniority for job bidding purposes shall continue to accrue during layoff.

Recall

Qualified employees shall be recalled in order of Division Seniority. Full-time employees on lay off status shall be recalled before part-time employees.

Notice of recall shall be sent to the employee at their last known address by registered or certified mail. It is the employee's responsibility to keep the Company informed of their current address. If any employee fails to report for work within twenty (20) calendar days from the date of mailing the notice of recall, or within fifteen (15) days from receipt of the letter, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the recall list.

Recall rights of any employee shall expire twenty-four (24) months from the date of layoff.

Nothing in this section or any part of this Agreement is intended to restrict the sole authority of the Company to determine the necessity of service reductions, the form of the reduction, and the duration of layoff.

Section 17.6 - Use. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 17.7 - Continuous Service. Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, it shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. Continuous Service shall be used for purposes of determining wages, and vacation accrual.

Section 17.8 - Seniority List. Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their Division seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union representative will be provided a current seniority list. The Union will immediately notify Company of any errors in the seniority list. A separate seniority list will be maintained, by classification.

Section 17.9 - Probationary Period. All employees will be on probation until ninety (90) calendar days from date of hire. Upon mutual agreement between the Company and the Union, the Company may extend the probationary period of an employee for a period of up to ninety (90) days. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 17.10 - Seniority Broken. Continuity of service will be broken, and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.

Failure to return to work from layoff within twenty (20) calendar days from the date of mailing the notice of recall, or within fifteen (15) days from receipt of the notice of recall.

- (c) Absence without leave or communicating with the Company for three (3) consecutive scheduled workdays.
- (d) Layoff of twenty-four (24) months or more.
- (e) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 17.11 - Seniority Not Broken. Continuity of service will not be broken, and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the Company and the Union.

ARTICLE 18 - DRUG AND ALCOHOL PROGRAM

Employees will comply with Transdev's Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

ARTICLE 19 - BREAKS & LUNCHES

Section 19.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

All breaks and lunches will be provided for in accordance with applicable law.

Section 19.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12) hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work mechanics in the bargaining unit perform, they cannot be relieved of all duty as contemplated by Section 11.C. of IWC Wage Order No. 9.

Therefore, the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At any time, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement.

ARTICLE 20 - COMPLETE AGREEMENT

Section 20.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement and expresses all obligations of and restrictions imposed on the Company.

Section 20.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, 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 are set forth in this Agreement. Therefore, the Company and the Union 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 specifically referred to or covered in this Agreement, even though such subject or matter may not have been within

the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

ARTICLE 21 - DRIVE

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day of the month following the date on which the money was deducted from the employee's paycheck.

ARTICLE 22 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

Section 22.1 - Safety Equipment. Safety Glasses are required to be worn within the shop area. In addition, a safety vest must be worn when performing road calls. The company will provide one (1) safety vest and appropriate eye protection. It is the employee's responsibility to make sure the equipment is worn as directed.

Section 22.2 - Tools. Class A, B, C and Lead Mechanics are required to have the necessary tools to perform all work consistent with their class. Class C Mechanics hired after May 5, 2017, may, or may not, be required to have their own tools. In the event a Mechanic is not required to have his/her own tools, they will fall under the "No Tools" section of the wage table. The Company will notify the Union of said decision.

Section 22.3 - Uniforms. The Company will provide eleven (11) sets of uniforms and one coat (beginning January 2019) to each eligible Maintenance Department employee. Employees will be held responsible for documented shortages. Company supplied uniforms are required to be worn during scheduled working hours. In addition, the Company shall provide all mechanics an annual boot/uniform allowance of two hundred dollars (\$200) to be used at the employee's discretion for additional uniform items or work boots.

ARTICLE 23 - MAINTENANCE SAFETY PROGRAM

The Company may, at its sole discretion continue, implement, maintain, and discontinue outstanding safety incentive award and performance programs.

ARTICLE 24 - WAGES

Section 24.1 - Wage Rates. The following wage increases shall become effective the date of ratification as follows:

Title	Current	7/01/23	7/01/24	7/01/25
"A" Lead	\$40.00	\$42.00	\$43.00	\$44.00
"A"	\$36.00	\$38.00	\$39.00	\$40.00
"B"	\$34.00	\$36.00	\$37.00	\$38.00
"C"	\$32.00	\$34.00	\$35.00	\$36.00
"C" No Tools	\$24.09	\$26.09	\$27.09	\$28.09
Parts Clerk	\$17.32	\$19.32	\$20.32	\$21.32
MH	\$17.32	\$19.32	\$20.32	\$21.32
GFI Tech	\$21.71	\$23.71	\$24.71	\$25.71

There shall be no further, or ongoing, annual/seniority wage increases given by the Company beyond the term of this agreement. The parties agree that any annual/seniority wage increases that may occur after termination of this agreement must be agreed to by the parties and memorialized and ratified in the successor collective bargaining agreement.

Section 24.2 - Minimum Rates. The rates of pay provided in the table above are minimums. No employee may be paid at a rate lower than provided for his classification. The Company may, at its option, elect to establish a higher initial placement on the progression schedule. No employee shall suffer a reduction in pay rate as a result of the signing of this Agreement.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Health Insurance - Designation of plans. On the first day of the month following sixty (60) days of employment, the Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this agreement. The level of benefits shall be same or similar throughout the life of the contract. The Company shall have the right to pursue other medical/dental/vision plans. Notification of plan changes shall be provided to the union not less than 30 days before implementation the new plan/s.

Section 25.2. Qualified Employee Defined. A qualified employee shall:

- a) be a current, active employee
- b) have completed sixty (60) days of continuous employment with the Company
- c) regularly work an average of thirty (30) hours per week as calculated under the terms of the Patient Protection and Affordable Care Act (PPACA).

Section 25.3 - Contributions.

The Company shall make contributions in accordance with the table below. Contributions shall be made monthly toward the health insurance coverage for each qualified employee enrolled in a Company provided plan. The employee shall pay the balance of the premium through payroll deduction. There shall be no pay in lieu of benefits should an employee decide to decline any Company provided benefit/s. The Company shall have the right to contribute at a level above those stated in this Article in order to remain in compliance with the terms of the PPACA.

Beginning January 1, 2021, there shall be an 80/20 ER/EE split for all medical insurance plans offered by the Company for all categories (i.e. EE only, EE+1, Family).

The company shall continue to offer dental and vision coverage to employee's and their dependents at employee expense.

ARTICLE 26 - HOLIDAYS

Section 26.1 - Holidays Designated. Subject to the provisions of Sections 2 and 3 of this Article, a Full-Time employee assigned to the classifications covered by this Agreement shall receive pay for the following holidays falling on or after the date of ratification:

New Year's Day
Martin Luther King's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee Birthday (beginning January 2020)

Section 26.2 - Payment of Holiday Pay. Holiday pay as provided in this Article shall be calculated at 8 hours of pay for any holiday not worked, except as stated in Section 27.3 below.

Section 26.3 - Work Requirements for Eligibility. In order to be eligible to receive holiday pay as provided in this Article, an employee must work throughout the last scheduled workday prior to the holiday and the first scheduled work day following the holiday.

Section 26.4 - Pay for Time Worked on a Holiday. An employee who works on a day recognized as a holiday in this Article shall receive eight (8) hours holiday pay plus his straight-time, hourly rate for all hours worked on the holiday. An employee who is scheduled to work on a paid holiday as defined in Section 1 of this Article but who does not report to work shall not receive holiday pay.

Section 26.5 - Alternative Holiday Work Schedule. The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy the service requirements of its customers.

ARTICLE 27 - 401 (k)

Section 27.1 - Contribution.

The Company will match \$.25 for every \$1 that the employee defers on the first 6% of the employee's pay. The Company 401(k) has a 5-year vesting period requirement for 100%all Company contributions.

ARTICLE 28 - VACATION / PTO

Section 28.1 - Schedule of Benefits. A full-time employee covered by this Agreement shall be eligible to take vacation according to the following accrual schedule:

- a) After one (1) years' service - 40 hours - (3.33 hours per month)
- b) After two (2) years' service - 48 hours - (4 hours per month)
- c) After three (3) years of service- 88 hours - (7.33 hours per month)
- d) After seven (7) years of service - 128 hours - (10.66 hours per month)

Section 28.2 - Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 28.3 - Vacation Bidding. Vacation bids will be posted two (2) times a year, each following the general bid as scheduled in Article 14 of this Agreement. Specific vacation dates will be granted by Division Seniority. Bids shall be submitted on a form provided by the Company. No more than 10% of the Maintenance Department workforce shall be off on an approved week block of vacation at any given time.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance and be approved by the immediate supervisor.

Section 28.4-Vacation Cash Out. Employees may cash out vacation in accordance with the Company's Vacation Cash Out Policy.

ARTICLE 29 - LIFE INSURANCE

Section 29.1 - Benefit and Requirements. The Company will provide a life insurance policy in the amount of ten thousand (10,000) dollars for all employees. The employee must have a signed beneficiary form on file.

ARTICLE 30 - BEREAVEMENT LEAVE

Section 30.1 - Bereavement Pay. A non-probationary employee assigned to a classification covered by this agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of state, the non-probationary employee will be entitled to two (2) additional paid days off. The company shall have the right to require proof of death of the relative.

Bereavement pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's regularly scheduled hours of work. Family members whose death will qualify an employee for bereavement leave shall be as stated in the Transdev Employee Handbook.

ARTICLE 31 - JURY DUTY

Section 31.1 - Jury Duty Pay. An employee reporting to jury duty shall be entitled to up to 8 hours of jury duty pay for each day served to a maximum of five (5) days. Jury duty pay will be paid at the employees' basic hourly rate and shall not counted as hours worked for the calculation of overtime. Employees serving jury duty shall provide written verification from the court of actual jury service. Jury duty pay shall not exceed 40 hours per year.

ARTICLE 32 - SICK LEAVE

Beginning June 15, 2018, all employees shall receive three (3) days (twenty-four hours) per year for use after ninety (90) days of employment with the Company. Beginning January 1, 2019, the sick leave bank will be restored on the employee's anniversary date and restored on the anniversary date thereafter. Sick Days shall be (8) hours pay at the straight time wage rate for the employee. Sick Days shall not count as hours worked for any purpose listed in this Agreement - including, but not limited to, overtime or paid time off accrual. These three days of sick leave shall be considered excused absences. Sick leave shall not be carried over from year to year and shall not be available for cash out.

ARTICLE 33- SAVINGS CLAUSE

Section 32.1 - Conflict with the Law. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State of Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 32.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 32.3 - Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for such exemptions.

ARTICLE 34 - EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the duly chosen representative of the parties hereby affirms that they have the authority to enter into this agreement on behalf themselves and their principals and hereto affix their hands this day of July _____, 2022.

For the Company

J. Thornton

J. Thornton (Mar 6, 2023 12:10 CST)

Signature

Jeffrey A. Thornton

Printed Name

Erek Gonzales

Signature

Erek Gonzales

Printed Name

For the Union

Greg Landers

Signature

Greg Landers

Printed Name

Gary Jenkins

Signature

GARY JENKINS

Printed Name

APPENDIX "A" -ATTENDANCE

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All Transdev employees are required to report to work on time every day they are scheduled to work. The following policy applies to all non-probationary employees and is based on a rolling twelve (12) month time period.

Excused Absence

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1-A Transdev "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2-These steps are completed per the division's advance notice policy.

Unexcused Absence

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour but less than four (4) hours after the start of a scheduled shift for a scheduled shift is counted as three (3) points.
- An employee who fails to report for work and fails to notify the Company of his status within the first four (4) hours of the employee's scheduled shift or by the end of their shift, whichever is sooner, is considered a no call/no show and is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

Tardiness

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned, and the employee sent home.

Disciplinary Guidelines for Attendance

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated. Any employee receiving a written warning or termination shall be notified of the discipline within five (5) business days from the date of returning to work.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

The Company will give courtesy notice of attendance points on a bi-weekly basis via inclusion in payroll stub envelopes or mailbox. It is the responsibility of the employee to be aware of their attendance record and bring up any discrepancy via the grievance and arbitration process.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Clean Slate

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean, and any prior points will not be considered as a basis for disciplinary action.

Job Abandonment

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.

TCRTA_Teamster_Local_517_Mechanic_Agreement_2026-06-30

Final Audit Report

2023-03-06

Created:	2023-03-06
By:	Erek Gonzales (erek.gonzales@transdev.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAImAuuFNxptoilGRM2srY-xl6Gpu1pjmj

"TCRTA_Teamster_Local_517_Mechanic_Agreement_2026-06-30" History

-  Document created by Erek Gonzales (erek.gonzales@transdev.com)
2023-03-06 - 4:07:06 PM GMT- IP address: 23.30.45.117
-  Document emailed to jeffrey.thornton@transdev.com for signature
2023-03-06 - 4:10:57 PM GMT
-  Email viewed by jeffrey.thornton@transdev.com
2023-03-06 - 6:10:21 PM GMT- IP address: 104.47.11.126
-  Signer jeffrey.thornton@transdev.com entered name at signing as J. Thornton
2023-03-06 - 6:10:46 PM GMT- IP address: 4.16.210.246
-  Document e-signed by J. Thornton (jeffrey.thornton@transdev.com)
Signature Date: 2023-03-06 - 6:10:48 PM GMT - Time Source: server- IP address: 4.16.210.246
-  Agreement completed.
2023-03-06 - 6:10:48 PM GMT

Non Bargained Non Exempt Employees - Transdev TCRTA

Position	Date of Hire	Pay Rate as of 7/1/2026
Accounting Clerk	10/21/2024	\$20.00
IT Technician	6/8/2022	\$26.36
Class Room Trainer	12/21/2021	\$27.25
Road Maintenance	07/16/2024	\$20.88
Road Maintenance	10/15/2025	\$20.88

Non Bargained Exempt Employees - Transdev TCRTA

General Manager
Asst. General Manager
Safety and Training Manager
Maintenance Manager
Customer Service Manager
HR Manager

Bargained Non Exempt Employees - Transdev TCRTA

Position	Date of Hire	Pay Rate as of 7/1/2026
Customer Service Rep	2/19/2024	\$23.00
Customer Service Rep	6/29/2022	\$24.25
Customer Service Rep	7/25/2022	\$24.25
Customer Service Rep	12/4/2023	\$23.00
Customer Service Rep	6/23/2025	\$22.00
Customer Service Rep	2/20/2023	\$24.25
Customer Service Rep	Open	\$22.00
Dispatcher ATU	2/17/2017	\$28.50
Dispatcher ATU	7/25/2022	\$25.25
Dispatcher ATU	6/5/2024	\$24.50
Dispatcher ATU	8/10/2012	\$28.50
Dispatcher ATU	5/25/2011	\$28.50
Dispatcher TMSTRS	3/19/2025	\$24.00
Dispatcher TMSTRS	5/24/2014	\$28.50
Dispatcher TMSTRS	1/2/2012	\$28.50
Dispatcher TMSTRS	11/25/2016	\$28.50
GFI Tech	02/19/2024	\$25.71
Lead Mechanic	8/13/2012	\$44.00
Mechanic A	9/1/2021	\$40.00
Mechanic B	4/2/2012	\$38.00
Mechanic B	4/28/2025	\$38.00
Mechanic B	1/14/2019	\$38.00
Mechanic C	1/15/2024	\$36.00
Mechanic C	12/10/2020	\$36.00
Mechanic C	05/28/2024	\$36.00
Operator - ATU	8/8/2022	\$24.25
Operator - ATU	1/20/2025	\$23.50
Operator - ATU	8/6/2025	\$23.00
Operator - ATU	3/17/2022	\$25.50
Operator - ATU	2/21/2017	\$27.50
Operator - ATU	10/18/2024	\$23.00
Operator - ATU	3/17/2022	\$25.50
Operator - ATU	6/26/2022	\$25.50
Operator - ATU	5/17/2018	\$27.50
Operator - ATU	1/28/2026	\$23.00
Operator - ATU	12/13/2021	\$26.50
Operator - ATU	6/1/2005	\$27.50
Operator - ATU	1/20/2025	\$23.50
Operator - ATU	03/19/2025	\$23.00
Operator - ATU	1/3/2024	\$24.25
Operator - ATU	8/18/2022	\$24.25
Operator - ATU	7/2/2025	\$23.00

Operator - ATU	8/6/2025	\$23.00
Operator - ATU	4/4/2016	\$27.50
Operator - ATU	3/16/2015	\$27.50
Operator - ATU	4/24/2015	\$27.50
Operator - ATU	3/19/2025	\$23.00
Operator - ATU	1/9/2023	\$25.50
Operator - ATU	3/30/1998	\$27.50
Operator - ATU	3/7/2017	\$27.50
Operator - ATU	1/9/2015	\$27.50
Operator - ATU	1/23/2023	\$25.50
Operator - ATU	4/22/2024	\$23.50
Operator - ATU	4/1/2024	\$23.50
Operator - ATU	5/28/2024	\$23.50
Operator - ATU	4/24/2024	\$23.50
Operator - ATU	8/11/2025	\$23.00
Operator - ATU	5/22/2009	\$27.50
Operator - ATU	6/21/2022	\$25.50
Operator - ATU	8/22/2002	\$27.50
Operator - ATU	2/10/2025	\$23.50
Operator - ATU	3/20/2023	\$24.81
Operator - ATU	4/18/2011	\$27.50
Operator - ATU	3/26/2013	\$27.50
Operator - ATU	2/12/2013	\$27.50
Operator - ATU	4/23/2021	\$26.50
Operator - ATU	4/28/2022	\$25.50
Operator - TMSTRS	8/6/2025	\$23.00
Operator - TMSTRS	02/06/2012	\$27.50
Operator - TMSTRS	1/23/2023	\$25.50
Operator - TMSTRS	06/16/2014	\$27.50
Operator - TMSTRS	05/28/2024	\$23.50
Operator - TMSTRS	12/20/2006	\$27.50
Operator - TMSTRS	8/22/2022	\$25.50
Operator - TMSTRS	4/4/2011	\$27.50
Operator - TMSTRS	12/9/2024	\$23.00
Operator - TMSTRS	9/27/2016	\$27.50
Operator - TMSTRS	5/26/2014	\$27.50
Operator - TMSTRS	11/13/2023	\$24.25
Operator - TMSTRS	1/28/2026	\$23.00
Operator - TMSTRS	12/19/2022	\$24.25
Operator - TMSTRS	12/5/2022	\$24.25
Operator - TMSTRS	7/10/2024	\$23.50
Operator - TMSTRS	1/28/2026	\$23.00
Operator - TMSTRS	7/2/2025	\$23.00
Operator - TMSTRS	9/11/2024	\$23.00

Operator - TMSTRS	6/25/2020	\$27.25
Operator - TMSTRS	6/3/2024	\$23.50
Operator - TMSTRS	2/3/2026	\$23.00
Operator - TMSTRS	6/18/2024	\$23.50
Operator - TMSTRS	3/20/2002	\$27.50
Operator - TMSTRS	2/14/2025	\$23.50
Operator - TMSTRS	12/1/2009	\$27.50
Operator - TMSTRS	1/9/2023	\$25.50
Operator - TMSTRS	12/9/2024	\$23.00
Operator - TMSTRS	7/9/2007	\$27.50
Operator - TMSTRS	1/28/2026	\$23.00
Operator - TMSTRS	6/7/2012	\$27.50
Operator - TMSTRS	03/03/1997	\$27.50
Operator - TMSTRS	9/6/2006	\$27.50
Operator - TMSTRS	5/15/2017	\$27.50
Operator - TMSTRS	10/8/2014	\$27.50
Operator - TMSTRS	10/6/2008	\$27.50
Operator - TMSTRS	11/8/2010	\$27.50
Operator - ATU	Open	\$23.00
Operator - ATU	Open	\$23.00
Road Supervisor	7/25/2022	\$25.75
Road Supervisor	1/1/2022	\$28.00
Road Supervisor	7/11/2023	\$25.75
Road Supervisor	10/12/2025	\$25.00
Road Supervisor	4/20/2021	\$28.00
Road Supervisor	10/26/2025	\$24.50
Utility	04/28/2025	\$20.88
Utility	10/15/2025	\$20.88
Utility	01/06/2025	\$20.88
Utility	01/07/2026	\$20.88
Utility - TMSTRS	Open	\$20.88
Parts Clerk - TMSTRS	Open	\$21.32

**Attachment 2:
IT Closet Layout**





**Attachment 3:
Accidents Log**

		Facility	Occurrence Date	Operator	Event Number	Incident Category	Preventable Status	Accident Type	Fleet ID	TPA Reference
<input checked="" type="checkbox"/>		Tulare County Transit (TCRTA) #289	02/02/2026		VI-583075	Incident	Non-Preventable	Head On Collision	7145	041296000197
<input checked="" type="checkbox"/>		Tulare County Transit (TCRTA) #289	02/16/2026		VI-689565	Incident	Non-Preventable	Hit While Stopped	9010	260219403050001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	01/19/2026		VI-0005169	Record-Only Event	Non-Preventable	Vehicle 2 hit and non	9004	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	01/14/2026		VI-311211	Record-Only Event	Non-Preventable	Vehicle 2 hit and run	7105	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	01/14/2026		VI-391755	Incident	Non-Preventable	VEHICLE DAMAGED BY FIRE, FLOOD, FALLING OBJECT	7146	26014663330001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	01/14/2026		VI-741793	Incident	Preventable	Improper Vehicle Position	009	260122662430001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	01/06/2026		VI-698643	Incident	Non-Preventable	Vehicle 2 encroached lane of trav. of insured veh 1	7146	260107664790001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	12/20/2025		VI-0236261	Record-Only Event	Non-Preventable	Alleged injury	2039	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	12/30/2025		VI-18673	Record-Only Event	Non-Preventable	Stopped/Standing	2028	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	11/19/2025		VI-310563	Incident	Preventable	Failure to Adjust to Driving Conditions	2024	251120207030001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	11/19/2025		VI-0788576	Incident	Non-Preventable	Vehicle 2 rear ended insured vehicle 1	9003	251119831810001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	10/25/2025		VI-849152	Incident	Non-Preventable	Natural Event	87	251037207270001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	10/24/2025		VI-50686	Incident	Preventable	Distracted Driving	007	251027207090001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	10/15/2025		VI-770154	Incident	Non-Preventable	Vehicle 2 failed to control	7137	251015819270001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	09/19/2025		VI-895091	Record-Only Event	Non-Preventable	PASSENGER SLIP, TRIP OR FALL (VEHICLE NOT IN MOTION)	9006	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	09/19/2025		VI-21377	Record-Only Event	Non-Preventable	PASSENGER SLIP, TRIP OR FALL (VEHICLE NOT IN MOTION)	9004	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	09/04/2025		VI-787658	Record-Only Event	Non-Preventable	Passenger slip, trip or fall (vehicle in motion)	9012	
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	08/30/2025		VI-293373	Incident	Preventable	Improper Vehicle Position	2044	250901207190001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	08/27/2025		VI-309455	Incident	Under-Review	Failure to Estimate Clearance	9006	250827831510001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	08/25/2025		VI-631217	Incident	Preventable	Distraction/Inattentiveness	ST-2	250827831470001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	08/18/2025		VI-464083	Incident	Preventable	Distraction/Inattentiveness	2026	250819207030001
<input type="checkbox"/>		Tulare County Transit (TCRTA) #289	06/02/2025		VI-501273	Incident	Preventable	Improper Vehicle Position	2028	250603893130001

		Operator	Occurrence Date	Facility	Event Number	Incident Category	Preventable Status	Accident Type	Fleet ID	TPA Reference
<input type="checkbox"/>	<input checked="" type="checkbox"/>		05/10/2023	Tulare County Transit (TCRTA) #389	VI-30128	Incident	Preventable	Improper Vehicle Position	2030	250514661010001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		04/22/2023	Tulare County Transit (TCRTA) #389	VI-536031	Incident	Non-Preventable	Vehicle 2 encroached lane of trav of insured veh 1	7137	230623683610001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		03/03/2025	Tulare County Transit (TCRTA) #389	VI-527772	Incident	Non-Preventable	Vehicle 2 sideswiped insured vehicle 1	2041	240305206750001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		01/23/2023	Tulare County Transit (TCRTA) #389	VI-595666	Incident	Non-Preventable	Vehicle 2 encroached lane of trav of insured veh 1	7124	230129664270001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		12/13/2024	Tulare County Transit (TCRTA) #389	VI-505301	Incident	Preventable	Distracted Driving	7123	241216206910001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		10/24/2024	Tulare County Transit (TCRTA) #389	VI-23102	Incident	Preventable	Improper Vehicle Position	2042	24102424818690001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		10/17/2024	Tulare County Transit (TCRTA) #389	VI-480998	Incident	Preventable	Improper Vehicle Position	2044	24102333030670001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		05/19/2024	Tulare County Transit (TCRTA) #389	VI-33382	Incident	Non-Preventable	Vehicle 2 backed into insured vehicle 1	2043	240926664950001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		09/04/2024	Tulare County Transit (TCRTA) #389	VI-736143	Incident	Preventable	Improper Vehicle Position	2034	240913322890001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		08/26/2024	Tulare County Transit (TCRTA) #389	VI-47658	Record-Only Event	Unknown	UNKNOWN	ST-2	240826664730001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		08/16/2024	Tulare County Transit (TCRTA) #389	VI-930613	Incident	Non-Preventable	Mechanical Problem	2040	240822393950001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		08/13/2024	Tulare County Transit (TCRTA) #389	VI-309846	Incident	Non-Preventable	Vehicle 2 backed into insured vehicle 1	7141	240826206350001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		06/12/2024	Tulare County Transit (TCRTA) #389	VI-239459	Record-Only Event	Preventable	Distracted Driving	7141	240612818410001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		05/30/2024	Tulare County Transit (TCRTA) #389	VI-0584871	Incident	Preventable	Improper Vehicle Position	7131	240604206210001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		05/17/2024	Tulare County Transit (TCRTA) #389	VI-216047	Critical Incident	Preventable	Distracted Driving	7109	240520206170001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		04/13/2024	Tulare County Transit (TCRTA) #389	VI-19462	Incident	Preventable	Improper Vehicle Position	2030	240417664650001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		03/02/2024	Tulare County Transit (TCRTA) #389	VI-704763	Incident	Non-Preventable	Vehicle 2 encroached lane of trav of insured veh 1	2044	240308682010001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		02/29/2024	Tulare County Transit (TCRTA) #389	VI-65116	Incident	Preventable	Distracted Driving	2029	240304203850001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		01/30/2024	Tulare County Transit (TCRTA) #389	VI-814001	Incident	Non-Preventable	Vehicle 2 sideswiped insured vehicle 1	2028	240305990190001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		01/22/2024	Tulare County Transit (TCRTA) #389	VI-850935	Incident	Preventable	Improper Vehicle Position	2030	240133930410001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		01/19/2024	Tulare County Transit (TCRTA) #389	VI-672714	Incident	Non-Preventable	Vehicle 2 sideswiped insured vehicle 1	2044	240124664490001
<input type="checkbox"/>	<input checked="" type="checkbox"/>		01/02/2024	Tulare County Transit (TCRTA) #389	VI-183647	Incident	Preventable	Improper Vehicle Position	2030	240110651310001

		Operator	Occurrence Date	Facility	Event Number	Incident Category	Preventable Status	Accident Type	Fleet ID	TPA Reference
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	12/12/2023	Tulare County Transit (TCRTA) #289	VI-53955	Incident	Preventable	Improper Vehicle Position	2034	23120496950001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	11/16/2023	Tulare County Transit (TCRTA) #289	VI-176014	Incident	Preventable	Improper Vehicle Position	2030	231122675470001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	11/02/2023	Tulare County Transit (TCRTA) #289	VI-315305	Incident	Preventable	Too Fast for Conditions	7116	231105205810001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	11/02/2023	Tulare County Transit (TCRTA) #289	VI-515168	Incident	Non-Preventable	Vehicle 2 rear ended insured vehicle 1	5F2	231106205850001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	10/10/2023	Tulare County Transit (TCRTA) #289	VI-256073	Record-Only Event	Preventable	Improper Operation of Vehicle/Equipment - Mechanical	2038	231012321510001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	09/27/2023	Tulare County Transit (TCRTA) #289	VI-570285	Incident	Preventable	Following Too Close	7106	231003664490001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	09/20/2023	Tulare County Transit (TCRTA) #289	VI-779207	Incident	Unknown	UNKNOWN	2032	230921830190001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	08/01/2023	Tulare County Transit (TCRTA) #289	VI-0809062	Record-Only Event	Unknown	UNKNOWN	7120	231206676130001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	07/18/2023	Tulare County Transit (TCRTA) #289	VI-478417	Incident	Preventable	Distracted Driving	7143	230719818370001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	07/03/2023	Tulare County Transit (TCRTA) #289	VI-183358	Incident	Non-Preventable	Vehicle 2 encroached lane of trav of insured veh 1	54	230705521670001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	06/13/2023	Tulare County Transit (TCRTA) #289	VI-735655	Incident	Preventable	Distracted Driving	2028	230616521070001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	05/17/2023	Tulare County Transit (TCRTA) #289	VI-27417	Incident	Non-Preventable	Vehicle 2 backed into insured vehicle 1	7134	230519651530001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	05/03/2023	Tulare County Transit (TCRTA) #289	VI-433574	Incident	Preventable	Distracted Driving	7142	230504680850001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	04/27/2023	Tulare County Transit (TCRTA) #289	VI-615982	Record-Only Event	Unknown	UNKNOWN	2033	231206676130001
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	04/26/2023	Tulare County Transit (TCRTA) #289	VI-998132	Incident	Preventable	Improper Vehicle Position	2037	2304274971
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	04/17/2023	Tulare County Transit (TCRTA) #289	VI-323369	Incident	Non-Preventable	Vehicle 2 encroached lane of trav of insured veh 1	7135	2304193644
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	03/29/2023	Tulare County Transit (TCRTA) #289	VI-695532	Incident	Non-Preventable	Vehicle 2 sideswiped insured vehicle 1	2034	2303305211
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	03/22/2023	Tulare County Transit (TCRTA) #289	VI-421305	Incident	Preventable	Improper Vehicle Position	2031	2303236633
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	01/13/2023	Tulare County Transit (TCRTA) #289	VI-72594	Incident	Non-Preventable	Vehicle 2 rear ended insured vehicle 1	7134	2301168239
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	01/10/2023	Tulare County Transit (TCRTA) #289	VI-321765	Incident	Preventable	Improper Vehicle Position	59	2301118171
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	01/02/2023	Tulare County Transit (TCRTA) #289	VI-194931	Incident	Non-Preventable	PASSENGER SLIP, TRIP OR FALL (VEHICLE NOT IN MOTION)	2030	2301058171
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #289	01/02/2023	Tulare County Transit (TCRTA) #289	VI-0230227	Incident	Preventable	Improper Operation of Vehicle/Equipment - Mechanical	7126	2301030303

Vehicular Events

	<input checked="" type="checkbox"/>	Facility	Occurrence Date	Operator	Event Number	Incident Category	Preventable Status	Accident Type	Fleet ID	TPA Reference
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	11/28/2022		VI-825817	Incident	Preventable	Improper Operation of Vehicle/Equipment - Mechanical	7120	221130208990001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	11/03/2022		VI-53432	Incident	Preventable	Distracted Driving	2037	221107817610001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	10/25/2022		VI-740134	Incident	Non-Preventable	Vehicle 2 rear ended insured vehicle 1	7125	231038363590001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	10/17/2022		VI-732001	Incident	Preventable	Improper Vehicle Position	2030	231018652190001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	10/06/2022		VI-235417	Incident	Non-Preventable	Natural Event	7126	221007817310001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	09/18/2022		VI-92657	Incident	Preventable	Improper Operation of Vehicle/Equipment - Mechanical	7143	220920662130001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	09/06/2022		VI-759054	Incident	Non-Preventable	Alleged Vehicle Event/PRO	7124	23090862670001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	08/31/2022		VI-757091	Record-Only Event	Non-Preventable	Alleged Injury	S1	220902490370001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	08/12/2022		VI-273546	Incident	Under Review	Improper Passenger Management	7136	220902490350001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	07/12/2022		VI-612521	Record-Only Event	Unknown	UNKNOWN	8167	220902490320001
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tulare County Transit (TCRTA) #389	07/06/2022		VI-922483	Incident	Non-Preventable	Vehicle 2 sideswiped insured vehicle 1	8187	220902490310001

**Attachment 4:
Runcut Schedules**

Duty	Type	Block	Star...	End...	Paid	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Spread	Driving
T601	10AM	T101	6:25	16:24	9h19	40	T1	T1	T1	44	T2	T2	T2	T2	T2	04	T2	T2			9h59	7h08
T602	10AM	T201	6:25	16:24	9h19	40	T2	T2	T2	24	T3	T3	T3	T3	T3	04	T3	T3			9h59	7h08
T603	10AM	T301	6:25	16:24	9h19	40	T3	T3	T3	04	T4	T4	T4	T4	T4	04	T4	T4			9h59	7h08
T604	AMST	T401	6:25	15:46	8h12	40	T4	T4	T4	24	T5	T5	T5	T5	T5	26	T5	T5			9h21	5h58
T605	SPL	T501	6:25	19:59	8h37	40	T5	T5	T5	27	T6	T6	T6	T6	T6	04	T6	T6			13h34	6h35
T610	PMST	T501	10:04	20:00	9h18	27	T5	T5	T5	57	T6	T6	T6	T6	T6	35	T6	T6			9h56	7h30
T606	SPL	T601	6:25	15:34	7h02	40	T6	T6	T6	25	T6	T6	T6	T6	T6	14	T6	T6			9h09	4h57
T611	PMST	T601	10:04	19:59	9h16	25	T6	T6	T6	35	T6	T6	T6	T6	T6	14	T6	T6			9h55	7h14
T607	SPL	11X01	8:45	19:01	7h56	00	11X	11X	11X	26	46	06	26	06	26	06	26	06			10h16	6h16
T608	SPL	Car01	9:24	19:59	6h55	24	44	44	04	04	04	04	04	04	04	04	04	04			10h35	4h52
T609	PMST	Car02	10:04	20:02	9h15	04	24	24	14	14	14	14	14	14	14	14	14	14			9h58	7h32
T612	TRIP	Car06	15:44	19:59	4h15	44	04	04	04	04	04	04	04	04	04	04	04	04			4h15	3h10

Graph report [Duty]

Crew schedule: CO2407 Saturday Scenario: 1 ** TCAT Saturday

Duty	Type	Block	Star...	End...	Paid	8	9	10	11	12	13	14	15	16	17	18	Spread	Driving
CN603	PMST	1001	9:00	17:57	7h57		15	10	10	09	09	10	10	10	10	52	8h57	7h07
CC601	TRIP	2001	7:55	11:13	3h18	10	20	53	13								3h18	2h33
CC602	10AM	3001	7:55	18:50	9h55	10	30	30	20	20	30	30	30	30	30	45	10h55	8h45
CS605	10AM	4001	9:20	18:55	8h30	35	40	40	40	40	45	40	40	40	40	50	9h35	7h40
CC606	PMST	9123	10:33	19:07	7h34			33	53	06	06	20	20	20	20	02	8h34	6h59

Graph report [Duty]

Crew schedule: TU2407 Sunday Scenario: 1 ** Tulare Sunday

Duty	Type	Block	Star...	End...	Paid	7	8	9	10	11	12	13	14	15	16	17	18	19	Spread	Driving
T701	10AM	T101	7:15	17:59	9h54	30	T1	T1	T1	T1	T2	T2	T2	T2	T2	T2	T2	T2	10h44	8h02
T702	10AM	T201	7:25	17:59	9h54	40	T2	T2	T2	T2	T2	T2	T2	T2	T2	T2	T2	T2	10h34	8h02
T703	10AM	T301	7:25	17:59	9h54	40	T3	T3	T3	T3	T3	T3	T3	T3	T3	T3	T3	T3	10h34	8h02
T704	10AM	T401	7:25	18:02	9h54	40	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	10h37	8h35
T705	10AM	T501	7:15	18:00	10h07	30	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	10h45	8h21
T706	10AM	T601	7:15	17:59	9h55	30	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	10h44	8h06
T707	TRIP	11X01	8:45	12:46	4h01	00	11X	11X	11X	11X	11X	11X	11X	11X	11X	11X	11X	11X	4h01	3h08
T708	AMST	Car01	8:54	15:46	5h50	54	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	6h52	4h30
T709	SPL	Car02	10:14	19:01	6h45	14	T1	T1	T1	T1	T1	T1	T1	T1	T1	T1	T1	T1	8h47	4h50

Graph report [Duty]

Crew schedule: CO2407 Sunday Scenario: 1 ** TCAT Sunday

Duty	Type	Block	Star...	End...	Paid	19	18	17	16	15	14	13	12	11	10	9	8	Spread	Driving
CN703	PMST	1001	9:00	17:57	7h57													8h57	7h07
CC701	TRIP	2001	7:55	11:13	3h18													3h18	2h33
CC702	10AM	3001	7:55	18:50	9h55													10h55	8h45
CS704	PMST	4001	9:20	18:55	8h30													9h35	7h40
CC705	PMST	Car01	10:33	19:07	7h34													8h34	6h59

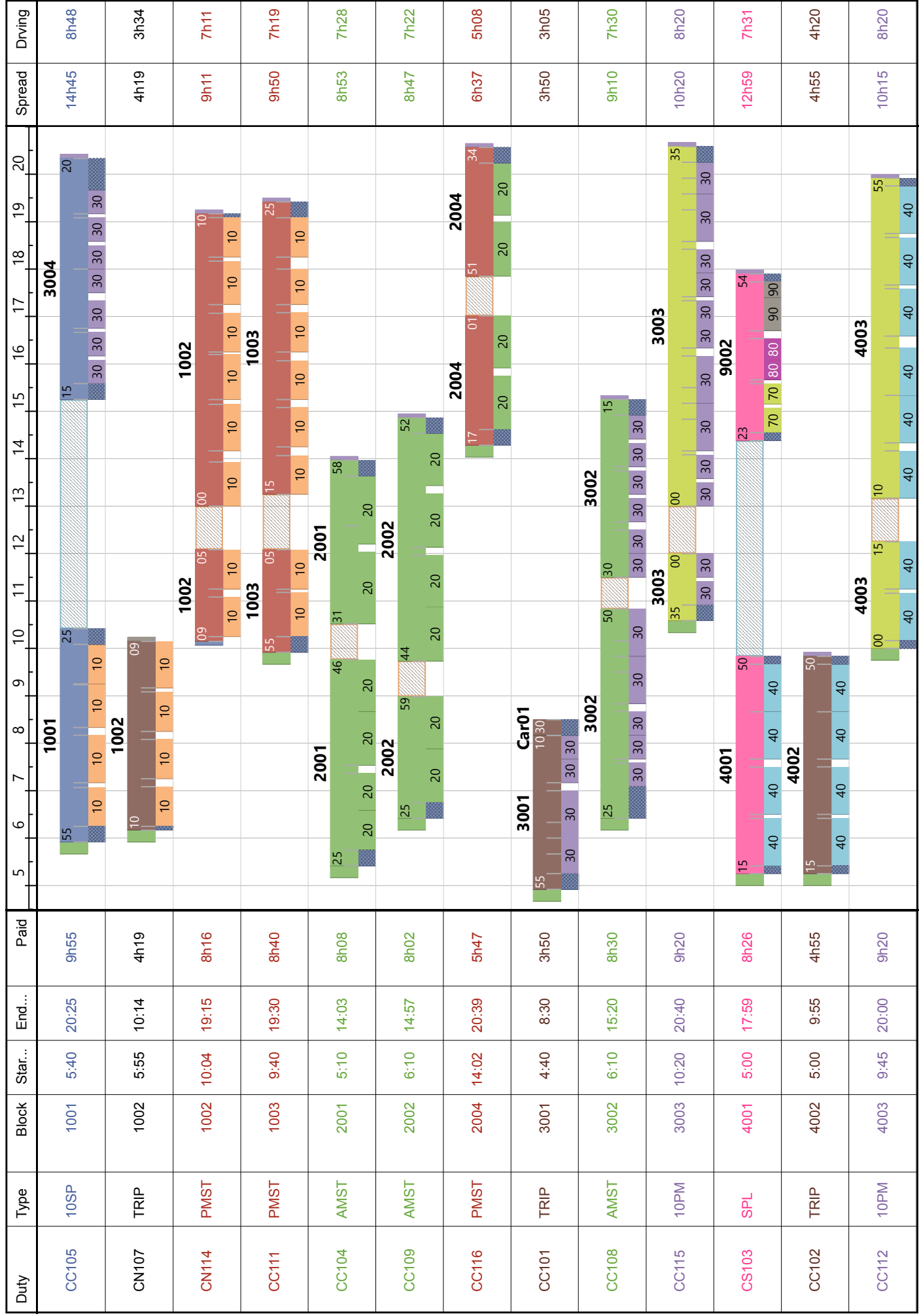
Graph report [Duty]

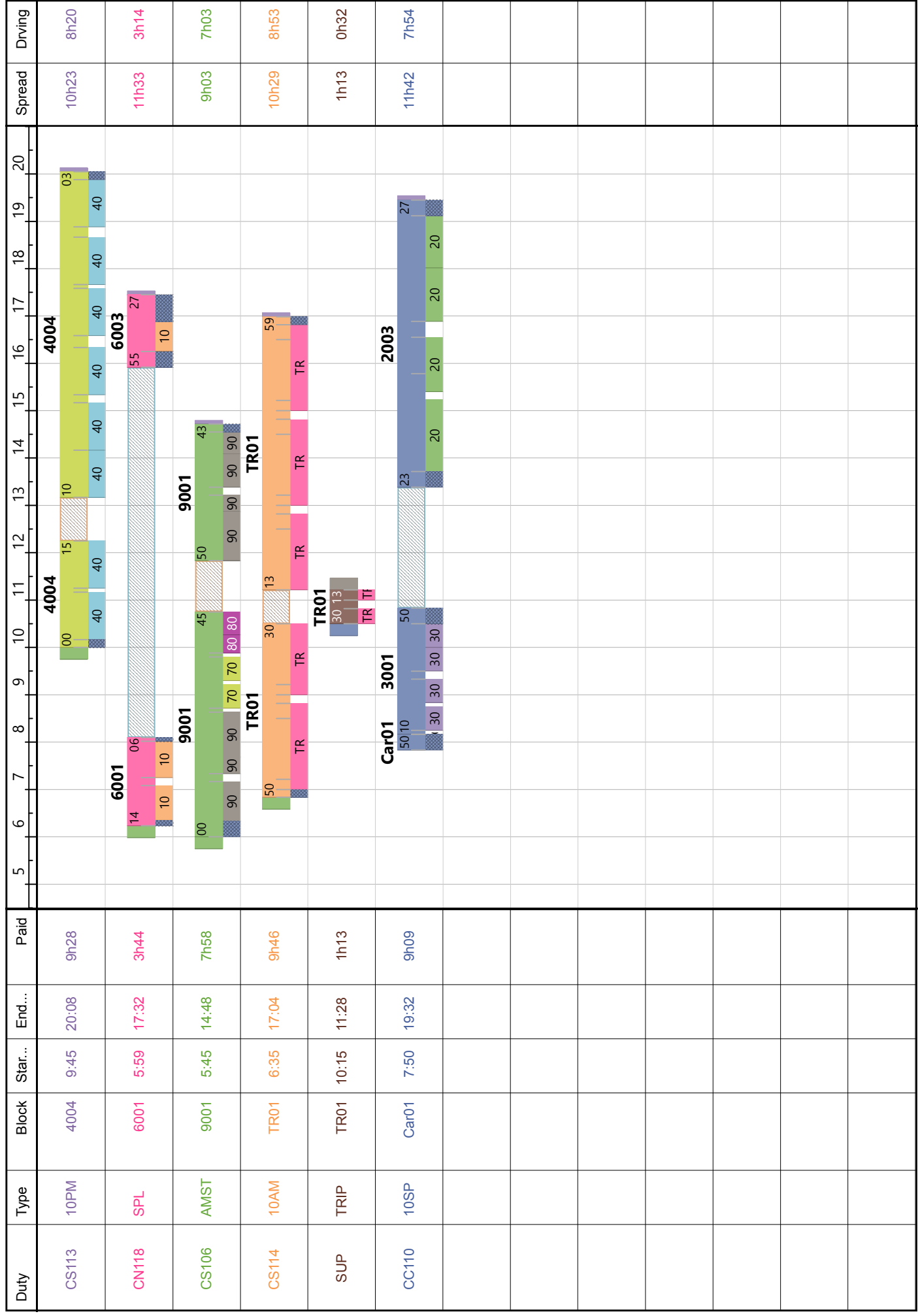
Crew schedule: TU2407 Weekday Scenario: 1 ** Tulare Weekday

Duty	Type	Block	Star...	End...	Paid	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Spread	Driving
T102	10AM	T101	6:25	16:24	9h19		40	T1	T1	T1	T2	T2	T2	T2	T2	T2	T2	T2	T2				9h59	7h08
T103	10AM	T201	6:25	16:24	9h19		40	T2	T2	T2	T2	T3	T3	T3	T3	T3	T3	T3	T3				9h59	7h08
T115	TRIP	T201	15:44	19:59	4h15																		4h15	3h10
T104	10AM	T301	6:25	16:24	9h19		40	T3	T3	T3	T3	T3	T3	T3	T3	T3	T3	T3	T3				9h59	7h08
T105	SPL	T401	6:25	18:46	8h12		40	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4	T4				12h21	5h58
T112	PMST	T501	10:04	20:00	9h18		40	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5				9h56	7h30
T106	TRIP	T501	6:25	10:47	4h22		40	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5	T5				4h22	3h25
T113	PMST	T601	10:04	19:59	9h16		40	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6				9h55	7h14
T107	SPL	T601	6:25	15:34	7h02		40	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6	T6				9h09	4h57
T101	TRIP	11X01	5:45	9:46	4h01		00	11X	11X	11X	11X	11X	11X	11X	11X	11X	11X	11X	11X				4h01	3h08
T109	SPL	Car01	8:56	19:59	8h05																		11h03	5h58
T110	10PM	Car02	9:14	19:59	9h25																		10h45	7h40
T111	PMST	Car03	10:04	20:02	9h15																		9h58	7h32

Graph report [Duty]

Crew schedule: CO2407 Weekday Scenario: 1 ** TCAT Weekday





Graph report [Duty]

Crew schedule: D12407 Weekday Scenario: 1 ** Dinuba Weekday

Duty	Type	Block	Star...	End...	Paid	Spread	Driving
D101	AMST	D101	6:40	16:10	8h19	9h30	6h49
D102	AMST	D201	6:40	16:25	8h46	9h45	7h24
D103	AMST	DC01	6:45	16:10	8h50	9h25	7h18
D104	AMST		7:30	15:40	7h10	8h10	7h10
D105	SPL	Car01	8:50	19:45	6h42	10h55	5h22
D106	TRIP	D201	15:43	19:46	4h03	4h03	3h12
D107	TRIP	DC01	16:00	19:30	3h30	3h30	2h55

Roster Report

Roster set: TU2407 Scenario: 1 Tulare - July 2024

Roster: TU2208 Size: 25 Cycle: 1 August 2022

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	RDO	T108 7h45 7:15	T108 7h45 7:15	T108 7h45 7:15	T108 7h45 7:15	T108 7h45 7:15	RDO	38h45
2	RDO	T102 9h19 6:25	T102 9h19 6:25	T101 4h01 5:45	T102 9h19 6:25	T102 9h19 6:25	RDO	41h17
3	RDO	T103 9h19 6:25	T103 9h19 6:25	T106 4h22 6:25	T103 9h19 6:25	T103 9h19 6:25	RDO	41h38
4	RDO	RDO	T104 9h19 6:25	T104 9h19 6:25	T101 4h01 5:45	T104 9h19 6:25	T604 8h12 6:25	40h10
5	RDO	RDO	T105 8h12 6:25	T105 8h12 6:25	T105 8h12 6:25	T105 8h12 6:25	T606 7h02 6:25	39h50
6	T702 9h54 7:25	T109 8h05 8:56	T109 8h05 8:56	T107 7h02 6:25	T107 7h02 6:25	RDO	RDO	40h08
7	T701 9h54 7:15	T101 4h01 5:45	T101 4h01 5:45	T102 9h19 6:25	RDO	RDO	T601 9h19 6:25	36h34
8	T705 10h07 7:15	T107 7h02 6:25	T107 7h02 6:25	T109 8h05 8:56	RDO	RDO	T608 6h55 9:24	39h11
9	T710 9h45 8:00	RDO	RDO	T103 9h19 6:25	T106 4h22 6:25	T106 4h22 6:25	T614 9h45 8:00	37h33
10	T703 9h54 7:25	T105 8h12 6:25	RDO	RDO	T104 9h19 6:25	T101 4h01 5:45	T603 9h19 6:25	40h45

Roster Report

1 Tulare - July 2024

TU2407

Scenario:

Roster set:

Roster: TU2208 Size: 25 Cycle: 1 August 2022

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat
11	T704 9h54 7:25	T106 4h22 6:25	RDO	RDO	T109 8h05 8:56	T109 8h05 8:56	T607 7h56 8:45 38h22
12	T706 9h55 7:15	T104 9h19 6:25	T106 4h22 6:25	RDO	RDO	T107 7h02 6:25	T602 9h19 6:25 39h57
13	RDO	T114 8h00 11:30	T114 8h00 11:30	T114 8h00 11:30	T114 8h00 11:30	T114 8h00 11:30	RDO 40h00
14	RDO	T113 9h16 10:04	T113 9h16 10:04	T113 9h16 10:04	T113 9h16 10:04	T115 4h15 15:44	RDO 41h19
15	RDO	T112 9h18 10:04	T112 9h18 10:04	T112 9h18 10:04	T115 4h15 15:44	T112 9h18 10:04	RDO 41h27
16	RDO	RDO	T110 9h25 9:14	T110 9h25 9:14	T110 9h25 9:14	T110 9h25 9:14	T612 4h15 15:44 41h55
17	RDO	RDO	T115 4h15 15:44	T111 9h15 10:04	T111 9h15 10:04	T111 9h15 10:04	T609 9h15 10:04 41h15
18	T709 6h45 10:14	T110 9h25 9:14	T111 9h15 10:04	T115 4h15 15:44	RDO	RDO	T610 9h18 10:04 38h58
19	T707 4h01 8:45	T111 9h15 10:04	RDO	RDO	T112 9h18 10:04	T113 9h16 10:04	T611 9h16 10:04 41h06
20		RDO	RDO	RDO			0h00

Roster: TU2208 Size: 25 Cycle: 1 August 2022

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat
21	RDO	T116 3h55 18:06	T116 3h55 18:06	T116 3h55 18:06	T116 3h55 18:06	T116 3h55 18:06	RDO 19h35
22	T708 5h50 8:54	T115 4h15 15:44	RDO	RDO			T605 8h37 6:25 18h42
23	RDO						RDO 0h00
24					RDO	RDO	 0h00
25		RDO	RDO				 0h00

Roster Report

Scenario: 1 County - July 2024

CO2407

Roster set:

Roster: CO2208 Size: 27 Cycle: 1 County Roster

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	RDO	CC102 4h55 5:00	CS103 8h26 5:00	CS103 8h26 5:00	CS103 8h26 5:00	CS103 8h26 5:00	RDO	38h39
2	RDO	CS106 7h58 5:45	CS106 7h58 5:45	CS106 7h58 5:45	CS106 7h58 5:45	CS106 7h58 5:45	RDO	39h50
3	RDO	CN107 4h19 5:55	CN107 4h19 5:55	CN107 4h19 5:55	CC105 9h55 5:40	CC105 9h55 5:40	RDO	32h47
4	RDO	CCDRL 7h42 6:48	CCDRL 7h42 6:48	CCDRL 7h42 6:48	CCDRL 7h42 6:48	CCDRL 7h42 6:48	RDO	38h30
5	RDO	CC104 8h08 5:10	CC104 8h08 5:10	CC104 8h08 5:10	CC104 8h08 5:10	CC104 8h08 5:10	RDO	40h40
6	RDO	CC108 8h30 6:10	CC108 8h30 6:10	CC108 8h30 6:10	CC108 8h30 6:10	CN107 4h19 5:55	RDO	38h19
7	RDO	CC109 8h02 6:10	CC109 8h02 6:10	CC109 8h02 6:10	CC109 8h02 6:10	CC109 8h02 6:10	RDO	40h10
8	RDO	CC105 9h55 5:40	CC105 9h55 5:40	CC102 4h55 5:00	CN107 4h19 5:55	CC108 8h30 6:10	RDO	37h34
9	RDO	CC110 9h09 7:50	CC110 9h09 7:50	CC110 9h09 7:50	CC102 4h55 5:00	CC102 4h55 5:00	RDO	37h17
10	CC702 9h55 7:55	CS103 8h26 5:00	CC102 4h55 5:00	RDO	RDO	CC110 9h09 7:50	CC606 7h34 10:33	39h59

Roster Report

Roster set: [REDACTED] CO2407 Scenario: 1 County - July 2024

Roster: CO2208 Size: 27 Cycle: 1 County Roster

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
11	CC701 3h18 7:55	RDO	RDO	CC105 9h55 5:40	CC110 9h09 7:50	CS113 9h28 9:45	CC602 9h55 7:55	41h45
12	RDO	CCDRS1 9h15 6:15	CCDRS1 9h15 6:15	CCDRS1 9h15 6:15	CCDRS1 9h15 6:15	CCDRS1 9h15 6:15	RDO	46h15
13	RDO	CN114 8h16 10:04	CN114 8h16 10:04	CN114 8h16 10:04	CN114 8h16 10:04	CN114 8h16 10:04	RDO	41h20
14	RDO	CS113 9h28 9:45	CS113 9h28 9:45	CS113 9h28 9:45	CS113 9h28 9:45	CC116 5h47 14:02	RDO	43h39
15	RDO	CC111 8h40 9:40	CC111 8h40 9:40	CC111 8h40 9:40	CC116 5h47 14:02	CC111 8h40 9:40	RDO	40h27
16	RDO	RDO	CC116 5h47 14:02	CC112 9h20 9:45	CC112 9h20 9:45	CC112 9h20 9:45	RDO	33h47
17	CC705 7h34 10:33	CC116 5h47 14:02	CC115 9h20 10:20	CC115 9h20 10:20	CC115 9h20 10:20	RDO	RDO	41h21
18	CS704 8h30 9:20	CC115 9h20 10:20	CC112 9h20 9:45	CC116 5h47 14:02	RDO	RDO	CS605 8h30 9:20	41h27
19	CN703 7h57 9:00	CC112 9h20 9:45	RDO	RDO	CC111 8h40 9:40	CC115 9h20 10:20	CN603 7h57 9:00	43h14
20	RDO	CN118 3h44 5:59	CN118 3h44 5:59	CN118 3h44 5:59	CN118 3h44 5:59	CN118 3h44 5:59	CC601 3h18 7:55	21h58

Roster Report

Roster: CO2208 Size: 27 Cycle: 1 County Roster

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
21	RDO	CC101 3h50 4:40	CC101 3h50 4:40	CC101 3h50 4:40	CC101 3h50 4:40	CC101 3h50 4:40	RDO	19h10
22	RDO						RDO	0h00
23	RDO						RDO	0h00
24		RDO	RDO					0h00
25				RDO	RDO			0h00
26	RDO	CS114 9h46 6:35	CS114 9h46 6:35	CS114 9h46 6:35	CS114 9h46 6:35	CS114 9h46 6:35	RDO	48h50
27								0h00

Roster Report

Roster set: [Redacted] D12407 Scenario: 1 Dinuba - July 2024

Roster: D12208 Size: 9 Cycle: 1 Dinuba Roster

Pos	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	RDO	D101 8h19 6:40	D101 8h19 6:40	D101 8h19 6:40	D105 6h42 8:50	D106 4h03 15:43	RDO 35h42
2	RDO	D102 8h46 6:40	D102 8h46 6:40	D102 8h46 6:40	D106 4h03 15:43	D103 8h50 6:45	RDO 39h11
3	RDO	D104 7h10 7:30	D104 7h10 7:30	D104 7h10 7:30	D104 7h10 7:30	D104 7h10 7:30	RDO 35h50
4	RDO	RDO	D103 8h50 6:45	D103 8h50 6:45	D103 8h50 6:45	D105 6h42 8:50	D604 5h32 10:00 38h44
5	RDO	RDO	D105 6h42 8:50	D105 6h42 8:50	D102 8h46 6:40	D102 8h46 6:40	D602 8h30 6:40 39h26
6	D702 8h46 7:40	D103 8h50 6:45	D106 4h03 15:43	D106 4h03 15:43	RDO	RDO	D601 8h55 6:40 34h37
7	D701 8h45 7:40	D105 6h42 8:50	RDO	RDO	D101 8h19 6:40	D101 8h19 6:40	D603 6h00 8:40 38h05
8	RDO	D107 3h30 16:00	D107 3h30 16:00	D107 3h30 16:00	D107 3h30 16:00	D107 3h30 16:00	RDO 17h30
9	D703 2h10 11:00	D106 4h03 15:43	RDO	RDO	RDO	RDO	D605 4h03 15:43 10h16

Graph report [Block]

Block	Start	End	Duration	From	To
T101	6:40	19:54	13h14	TTC	TTC
T201	6:40	19:54	13h14	TTC	TTC
T301	6:40	19:54	13h14	TTC	TTC
T401	6:40	19:54	13h14	TTC	TTC
T501	6:40	19:57	13h17	TTC	TTC
T601	6:40	19:55	13h15	TTC	TTC
11X01	9:00	18:56	9h56	TTC	TTC
Car01	9:24	12:04	2h40	TTC	TTC
Car02	10:04	10:47	0h43	TTC	TTC
Car03	11:56	12:46	0h50	TTC	TTC
Car04	12:54	15:34	2h40	TTC	TTC
Car05	15:06	15:46	0h40	TTC	TTC
Car06	15:44	16:24	0h40	TTC	TTC

Block	Start	End	Duration	From	To	8	9	10	11	12	13	14	15	16	17	18	19			
1001	9:15	17:52	8h37	DTC	DTC		20	20	19	10	09	03	03	10	52	47				
2001	8:10	19:02	10h52	TTC	TTC	30	20	48	53	01	06	20	14	20	29	37	20			
3001	8:10	18:45	10h35	198216	198216	50	30	20	50	20	55	35	05	40	15	55	25	00	30	30
4001	9:35	18:50	9h15	PTC	PTC			45	40	45	45	40	45	40	45	50	45	40		
9123	10:33	11:13	0h40	TTC	TTC															

Block	Start	End	Duration	From	To
D101	6:55	16:05	9h10	DTC	DTC
D102	15:58	19:40	3h42	DTC	DTC
D201	6:55	16:05	9h10	DTC	DTC
D202	15:58	19:41	3h43	DTC	DTC
Car01	10:00	11:45	1h45	DTC	DTC

The Gantt chart displays the following data for each block:

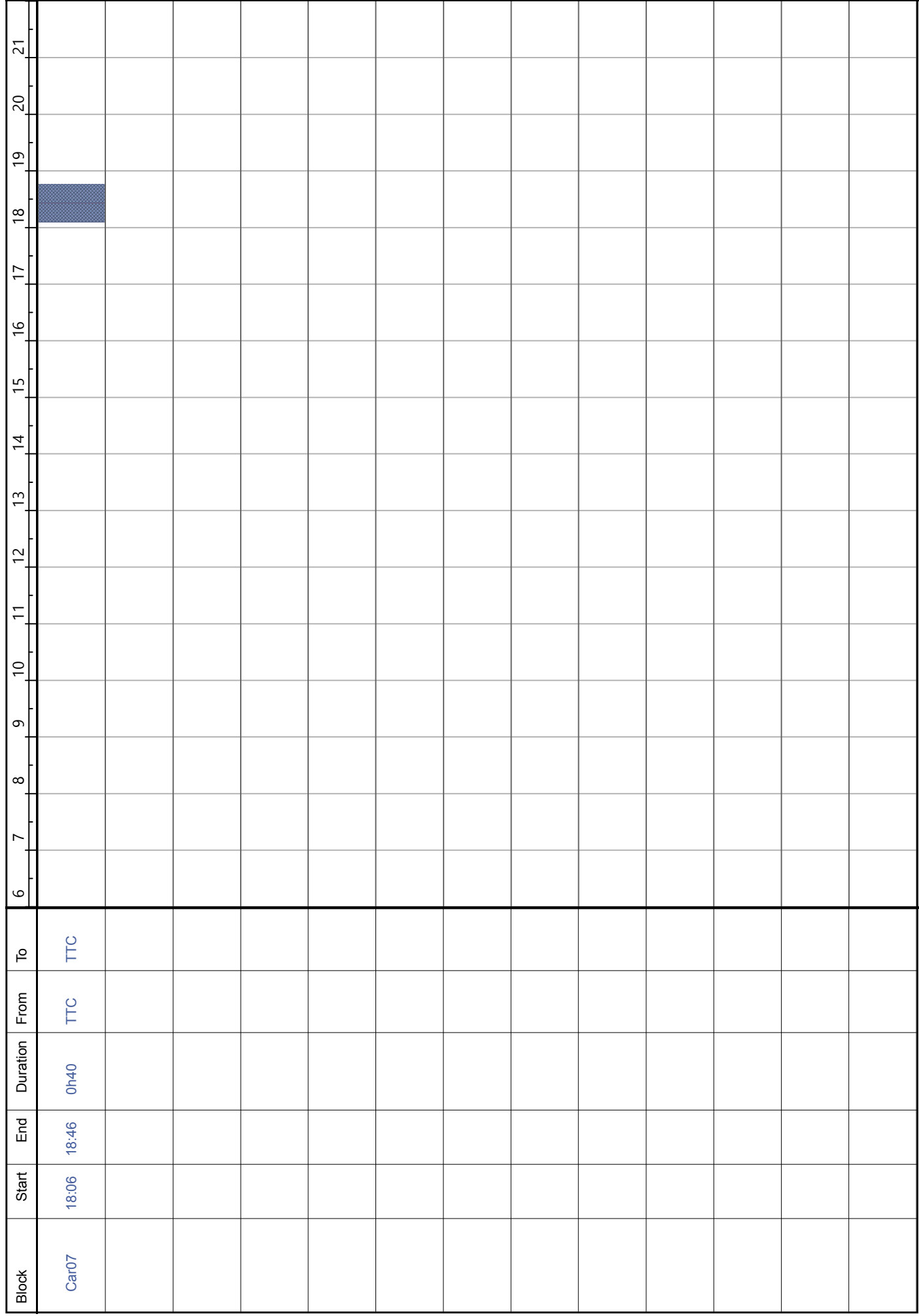
- D101:** 00 D1, 00 D3, 10 D1, 10 D3, 10 D1, 10 D3, 20 D1, 20 D3, 20 D1, 20 D3, 30 D1, 30 D3
- D102:** 30 D3, 30 D1, 40 D3, 40 D1
- D201:** 00 D2, 33 D4, 33 D2, 10 D2, 10 D4, 10 D2, 10 D4, 43 D2, 43 D4, 43 D2, 43 D4, 20 D2, 20 D4, 53 D2, 53 D4, 53 D2, 53 D4, 30 D2, 30 D4
- D202:** 03 D4, 03 D2, 30 D4, 30 D2, 13 D4, 13 D2, 40 D4, 40 D2
- Car01:** 10:00-10:05 (DTC), 10:05-10:10 (DTC), 10:10-10:15 (DTC), 10:15-10:20 (DTC), 10:20-10:25 (DTC), 10:25-10:30 (DTC), 10:30-10:35 (DTC), 10:35-10:40 (DTC), 10:40-10:45 (DTC)

Block	Start	End	Duration	From	To
T101	7:30	17:54	10h24	TTC	TTC
T201	7:40	17:54	10h14	TTC	TTC
T301	7:40	17:54	10h14	TTC	TTC
T401	7:40	17:54	10h14	TTC	TTC
T501	7:30	17:57	10h27	TTC	TTC
T601	7:30	17:55	10h25	TTC	TTC
11X01	9:00	18:56	9h56	TTC	TTC
Car01	8:54	12:46	3h52	TTC	TTC
Car02	10:14	13:04	2h50	TTC	TTC
Car03	15:06	15:46	0h40	TTC	TTC

Block	8	9	10	11	12	13	14	15	16	17	18	
T101	00 T1	40 T1	20 T1	00 T1	10 T1	50 T1	30 T1	10 T1	50 T1	40 T1	20 T1	00 T1
T201	00 T2	40 T2	20 T2	00 T2	10 T2	50 T2	30 T2	10 T2	50 T2	40 T2	20 T2	00 T2
T301	00 T3	40 T3	20 T3	00 T3	10 T3	50 T3	30 T3	10 T3	50 T3	40 T3	20 T3	00 T3
T401	00 T4	40 T4	20 T4	00 T4	10 T4	50 T4	30 T4	10 T4	50 T4	40 T4	20 T4	00 T4
T501	00 T5	40 T5	20 T5	00 T5	10 T5	50 T5	30 T5	10 T5	50 T5	40 T5	20 T5	00 T5
T601	00 T6	40 T6	20 T6	00 T6	10 T6	50 T6	30 T6	10 T6	50 T6	40 T6	20 T6	00 T6
11X01			30 11X	30 11X	30 11X	30 11X	30 11X	30 11X	30 11X	30 11X	30 11X	30 11X
Car01												
Car02												
Car03												

Block	Start	End	Duration	From	To	8	9	10	11	12	13	14	15	16	17	18	19			
1001	9:15	17:52	8h37	DTC	DTC		20	20	19	10	09	03	03	10	52	47	10			
2001	8:10	19:02	10h52	TTC	TTC	30	20	48	53	01	06	20	14	20	29	37	20			
3001	8:10	18:45	10h35	198216	198216	50	30	20	50	20	55	35	05	40	15	55	25	00	30	30
4001	9:35	18:50	9h15	PTC	PTC			45	40	45	45	40	45	40	45	50	45	40		
Car01	10:33	11:13	0h40	TTC	TTC															

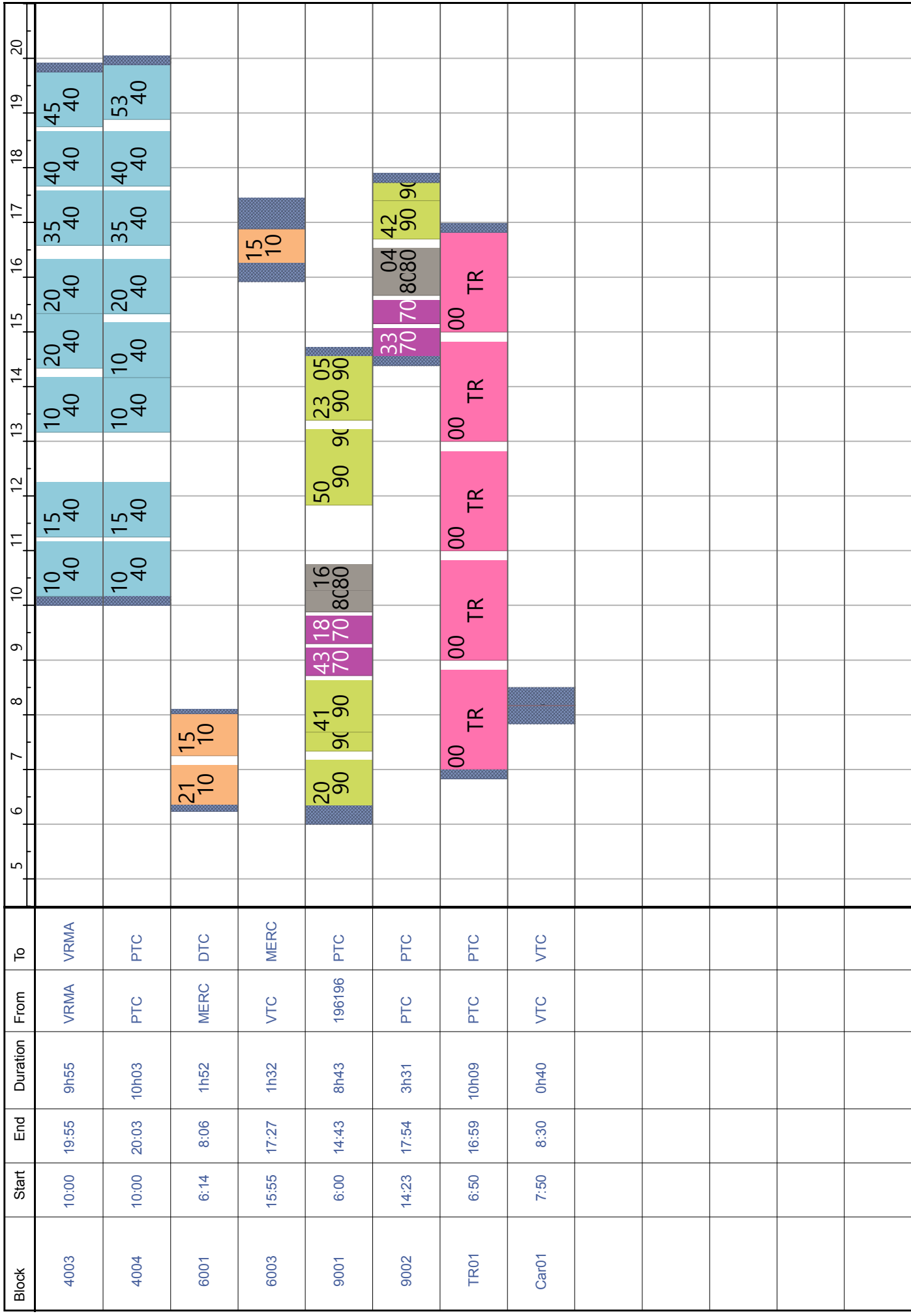
Block	Start	End	Duration	From	To
T101	6:40	19:54	13h14	TTC	TTC
T201	6:40	19:54	13h14	TTC	TTC
T301	6:40	19:54	13h14	TTC	TTC
T401	6:40	19:54	13h14	TTC	TTC
T501	6:40	19:57	13h17	TTC	TTC
T601	6:40	19:55	13h15	TTC	TTC
11X01	6:00	21:56	15h56	TTC	TTC
Car01	8:56	9:46	0h50	TTC	TTC
Car02	9:14	12:46	3h32	TTC	TTC
Car03	10:04	10:47	0h43	TTC	TTC
Car04	12:54	15:34	2h40	TTC	TTC
Car05	14:56	16:24	1h28	TTC	TTC
Car06	15:44	16:24	0h40	TTC	TTC



Vehicle schedule: CO2407 Weekday Scenario: 1 Weekday

Block	Start	End	Duration	From	To	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1001	5:55	10:25	4h30	VTC	VTC		15 10	10 10	20 10	15 10	15 10										
1002	6:10	19:10	13h00	DTC	DTC		15 10	15 10	15 10	10 10	15 10	15 10	00 10	10 10	15 10	15 10	15 10	15 10	15 10	15 10	15 10
1003	9:55	19:25	9h30	VTC	VTC						15 10	15 10									
2001	5:25	13:58	8h33	TTC	TTC		45 20	35 20	32 20	40 20	31 20		12 20								
2002	6:25	14:52	8h27	TTC	TTC			45 20	53 20		44 20	52 20	08 20	26 20							
2003	13:23	19:27	6h04	TTC	TTC										43 20	24 20	53 20	01 20			
2004	14:17	20:34	6h17	TTC	TTC											37 20	55 20	51 20	08 20		
3001	4:55	10:50	5h55	VTC	VTC		15 30	00 30	10 30	40 30	15 30	50 30	30 30	00 30							
3002	6:25	15:15	8h50	WTC	VTC			05 30	40 30	10 30	50 30		30 30	40 30	15 30	50 30					
3003	10:35	20:35	10h00	VTC	VTC							55 30	30 30	00 30	35 30	10 30	20 30	50 30	55 30	35 30	35 30
3004	15:15	20:20	5h05	VTC	WTC																
4001	5:15	9:50	4h35	PTC	PTC		25 40	30 40	40 40	40 40											
4002	5:15	9:50	4h35	VRMA	VRMA		25 40	30 40	40 40	40 40											

Graph report [Block]



Graph report [Block]

Vehicle schedule: D12407 Weekday Scenario: 1 Weekday

Block	Start	End	Duration	From	To
D101	6:55	16:05	9h10	DTC	DTC
D102	15:58	19:40	3h42	DTC	DTC
D201	6:55	16:05	9h10	DTC	DTC
D201	15:58	19:41	3h43	DTC	DTC
DC01	7:00	16:20	9h20	DTC	DTC
DC01	16:15	19:25	3h10	DTC	DTC
Car01	8:50	11:45	2h55	DTC	DTC

Block	7	8	9	10	11	12	13	14	15	16	17	18	19
D101	00 D1	00 D3	10 D1	10 D3	10 D1	10 D3	20 D1	20 D3	20 D1	20 D3	30 D1		
D102										30 D3	30 D1	30 D3	40 D1
D201	00 D2	33 D4	10 D2	43 D4	10 D2	43 D4	20 D2	53 D4	20 D2	53 D4	30 D2		
D201										03 D4	03 D2	13 D4	13 D2
DC01	05 DC	05 DC	10 DC	10 DC	10 DC	15 DC	15 DC	15 DC	20 DC				
DC01										20 DC	20 DC	25 DC	
Car01													

**Attachment 5:
TCRTA Downlist**

