

AGREEMENT

BY AND BETWEEN

First  **Transit**

(Region 1)

And

AMALGAMATED TRANSIT UNION Local 757



JUNE 1, 2016 TO DECEMBER 31, 2021

PREAMBLE

This Agreement is entered into effective June 1, 2016, by and between First Transit, Inc. (hereinafter referred to as the "Company") and AMALGAMATED TRANSIT UNION, AFL-CIO, CLC, DIVISION 757 (hereinafter referred to as the "Union"). Its purpose is 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 1-TERM OF AGREEMENT

Section 1.1-Effective Date. This Agreement will be effective from June 1, 2016 through December 31, 2021 and will continue thereafter unless either party gives sixty (60) days' notice of opening.

Section 1.2-Renewal. This Agreement will automatically continue from year to year thereafter unless either party receives written notice from the other party by certified mail, return receipt requested, at least sixty (60) days prior to any expiration date of its desire to terminate or modify this Agreement.

ARTICLE 2-RECOGNITION

Section 2.1-Bargaining Representative. The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2-Covered Employees. The bargaining unit includes all employees working under any Contract between the Company and Tri-Met, excluding office clerical employees, professional employees, road supervisors, guards and supervisors as defined in the Act.

ARTICLE 3-PARTICIPATION

Section 3.1-Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2-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, Amalgamated Transit Union, AFL-CIO, CLC, Local 757, not later than the 31st day following the employee's completion of training or the contract ratification date, whichever is later. Employees may choose, however, to pay their dues as nonmember "fee objectors" or "religious objectors" as provided below.

Section 3.3-Nonmember "Fee Objector." Employees of the bargaining unit who choose not to become a member of the Union will make an "in lieu of dues payment" to the Union. Such payment will be determined by the Union in accordance with applicable state and federal requirements and will be automatically deducted by the Company.

Section 3.4-Nonmember "Religious Objector." An employee will have the right, based upon a bona fide religious tenet or teaching of a church or religious body of which the employee is a member (as defined under 29 USC169) to pay an amount of money equivalent to regular Union member dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee will furnish written proof to the Company and the Union that one of the foregoing options has been accomplished by no later than the 5th of the month. In the event that the employee fails to furnish written proof to the Union that such has been accomplished, the Union will have the right to require the Company to deduct the amount from the

employee's compensation.

Section 3.5-Checkoff. The Company will deduct from the wages of each employee covered by this Agreement, upon written authorization of the employee, an amount equal to the regular monthly dues, assessments and initiation fee of the Union. Such deduction will be made from the first paycheck of each month and transmitted monthly to the Secretary-Treasurer of the Union. The authorization for the deductions set forth herein will be on forms supplied by the Union. The Union will solicit the signature of employees on the deduction forms. Such forms will comply at all times with applicable provisions of state and federal law. The Company will notify the Union in writing of all new hires and terminations of bargaining unit employees through a new seniority list printed every payday.

Section 3.6-Hold Harmless. The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this article or in reliance on any list, notice or authorization provided by the Union hereunder.

ARTICLE 4-MANAGEMENT RIGHTS

Section 4.1-Company Rights. Except as otherwise specifically limited by the express provisions of this Agreement, the Company has and retains the sole and exclusive right to manage its business, including, but not limited to the right to:

- (a) Determine and schedule work hours, allot and assign work, shifts and overtime.
- (b) Direct the working forces, including the right to hire, promote, lay off or transfer any employee.
- (c) Close down, reduce or expand the Company's facility or any parts thereof; reduce, alter, combine, transfer or cease any operation or service.
- (d) Determine the size and composition of the working force.
- (e) Determine the policy and procedure affecting the selection OR AND training of new employees.
- (f) Determine and implement measures to promote safety and to protect health and property,
- (g) Make, change and enforce rules, policies and practices not in conflict with the specific provision of this Agreement.

Section 4.2 -Rights Vested All management rights are vested exclusively in the Company and are not subject to the grievance or arbitration provisions of this Agreement. The Company is not obligated to bargain collectively with the Union concerning any of the action taken which is part of the management rights set forth above.

Section 4.3-Tri-Met Contract. The Company and the Union acknowledge that Company has entered into a contract to provide transportation services to Tri-Met. The contract between Company and Tri-Met contains specific performance requirements.

Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to Tri-Met. 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 Tri-Met. The Company will discuss and obtain input from the Union on any other new policies, reasonable rules and regulations without renegotiation of this Agreement prior to implementation. However, Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, reasonable rules and regulations. The Union agrees to file a written grievance under Article 12 (Grievance Procedure) within ten days of receipt of any new policy, rule or regulation if it believes such policy, rule or regulation is unreasonable. Any such policy,

rule or regulation not grieved by the Union within ten days of receipt shall be deemed to be accepted by the Union. In the event the Company and Union do not resolve the grievance by Step 3, then the Company and Union agree to submit such grievance to expedited arbitration pursuant to Section 12.3 only and will not submit any such grievance pursuant to 12.5.

ARTICLE 5-REPRESENTATIVES' RIGHTS

5.1-Recognition of Liaison Officer/Shop Stewards. From among the employees employed in the bargaining unit, the Union may designate and the Company will recognize not more than three (3) Shop Stewards of which one (1) Shop Steward shall represent Dispatchers, 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.

5.2-Compensation of Liaison Officer/Shop Steward While Engaged in Union Activity. The Company will grant the Shop Steward unpaid time off when requested for the sole purpose of conducting Union business as it pertains to this specific Agreement, including reasonable time off to attend training and conferences, provided said time off does not impact Company's obligation to provide service to Tri-Met. Requests for unpaid time off must be submitted to and approved by the Company. The approval for this time off request will be granted, providing it does not intercede with the efficient operation of this contract. Time off requests will not be unreasonably withheld.

5.3-Leaves of Absence. The Company agrees that the officers and 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 Tri-Met. 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 to under this Agreement had the employee not taken such leave of absence, however, the employee will accrue vacation benefits and be entitled to health insurance benefits during leaves of less than thirty (30) days in duration.

5.4-Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings but not to process and settle grievances.

5.5-New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain their responsibilities as stewards and provide a brief history and overview of Local 757 to newly hired employees. 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.

5.6-Employee Meetings. The Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance. 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.

ARTICLE 6-BULLETIN BOARDS.

6.1-Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. In addition to the Union supplied bulletin board, the Company will provide for the members' use the bulletin board located on the east wall of the operators' staging area adjacent to the existing ATU bulletin board. The bulletin boards are 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, Tri-Met or any other person or employee.

6.2-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 7-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 8-AFFIRMATIVE ACTION.

Section 8.1-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 preference, disability or Military veteran status.

Section 8.2-Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

ARTICLE 9-NO STRIKE, NO LOCKOUT

It is agreed that the Union or any employee will not engage, cause, encourage, sanction or participate, directly or indirectly, in any strike, walkout or slowdown during the period of this Agreement. It is further agreed that the Company will not lock out its employees during the term of this Agreement.

ARTICLE 10-DISCIPLINE

Section 10.1-Company-Rights. The parties agree that the Company may post rules and may discipline employees for violation of such rules, provided that each employee is made aware of each Company rule. Rules will not be in conflict with this Agreement.

Section 10.2-Discipline Explanation. Suspension or discharge of an employee who has completed probation will be based on just and sufficient cause with full explanation given to the employee in writing. The Company will use its best efforts to notify the union in writing of the suspension or discharge as soon as possible.

Section 10.3-Progressive Discipline. In addition to the conditions provided in this article, an employee may be properly discharged for just cause for a fourth performance offense after receipt of three (3) written warnings for performance offenses during a fifteen (15) month period. The offenses may be for similar or different reasons. For example, if any employee is provided a written warning for failure to wear a proper uniform, that shall be considered the first offense. If the employee subsequently fails to perform a pre-trip

inspection of a vehicle, that shall be considered the second offense, etc. This procedure shall not apply to safety offenses, which shall be governed by Section 10.7 below or to the attendance policy governed by Section 10.8. With each such written warning, the discipline imposed will not exceed the following:

- (a) First Written Warning. A copy of the written warning will be placed in the employee's personnel file.
- (b) Second Written Warning. A copy of the written warning will be placed in the employee's personnel file.
- (c) Third Written Warning. A copy of the written warning will be placed in the employee's personnel file. The written warning will notify the employee that the next offense shall result in discharge.
- (d) Fourth Offense. The employee will be discharged.

Section 10.4-Right to Hearing. When a discharge is considered necessary, the final decision will be deferred until after an opportunity has been given to an appropriate Union representative to be present at a hearing between the General manager or his designee and the employee. This opportunity will not apply when the employee is subject to immediate suspension or discharge. The Company may suspend the employee without pay pending the hearing. Should the employee be subsequently discharged, the employee will not be entitled to any pay for the period between the time of the decision when the employee is notified of the discharge and the hearing. Should the employee be reinstated as a result of the hearing, the employee will be entitled to be paid for any scheduled work time missed between the time the employee was notified of the suspension or discharge up to the date of the employee is scheduled to return to work, unless delayed by the employee.

Section 10.5-Immediate Action. Causes for immediate discharge are as follows:

- (a) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's drug and alcohol policy.
- (b) Knowingly falsifying of any documents, including but not limited to employment applications, time records, or any other document.
- (c) Deliberate destruction or removal of the Company's, passenger's or another employee's property.
- (d) Hitting, threatening or using any manner of physical force against another employee or passenger or any other person while on duty.
- (e) Possession of a firearm, explosive or other deadly weapon at any time of company premises, in a vehicle or while on duty.
- (f) Failure to report an unsafe act, accident or injury immediately to the dispatcher or supervisor.
- (g) Creating a hostile environment for any other employee, passenger or other person due to their race, color, religion, sex, age, national origin, appearance, marital status, sexual preference, disability or Military status.
- (h) Sexually harassing any other employee passenger or any other person on duty, with such behavior defined by the Company in the Employee Handbook.
- (i) Selling any product or propositioning a sale of any product or service to a passenger while in revenueservice.
- (j) Failure to properly secure a wheelchair or a passenger, which results in an injury, regardless of severity, to a passenger.
- (k) Gross insubordination or refusal to perform assigned work.
- (l) Failure to maintain a valid commercial drivers license and current medical certificate.
- (m) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- (n) Failure to clear a Tri-Met administered Criminal Background Check.

(o) Conviction of a felony, whether on or off duty, that would prevent an employee from working for the Company on the Tri-Met LIFT contract, under the guidelines set forth by the Department of Human Resources for the State of Oregon.

Section 10.6-Right to Grieve. If an employee claims to have been unjustly warned, suspended or discharged they may address the discipline pursuant to the procedures outlined in Article 12.

Section 10.7-Safety Discipline. If an employee commits an unsafe act (defined as an action resulting in damage to any company, Tri-Met or third party property or injury to any person, including the employee), the employee is subject to disciplinary action, including termination. Employees will be subject to disciplinary action for any preventable unsafe acts, whether causing injury or not. Employees will not be subject to disciplinary action for non-preventable unsafe acts. Unsafe acts shall be determined to be preventable or non-preventable by the Company and are subject to review by Tri- Met. Tri-Met's determination shall be final. The determination shall not be subject to the grievance or arbitration procedures of this Agreement. Tri-Met utilizes the "Guidelines for Determining Preventability of Accidents." Any Employee who is involved in two preventable unsafe acts during their first six months of employment will be discharged. Any employee involved in three preventable unsafe acts during any 18-month period will be discharged.

Section 10.8 - Attendance Policy. Notwithstanding any other provision of this Agreement, the attendance policy included as Attachment "A" herein shall govern disciplinary action for attendance infractions.

ARTICLE 11-POSTING OF RULES AND REGULATIONS

Section 11.1-Implementation. The Company will post on a bulletin board include in the employee handbook or distribute through employee mailboxes all adopted rules, regulations or policy changes ten (10) workdays prior to their effective date, except when special circumstances preclude such notice.

Section 11.2- Notification. The Company will also transmit to the Liaison Officer and the Union all new postings of rules, regulations or work-related policy changes at least ten (10) workdays prior to their effective date.

Note: The term "workdays" as applied to this article and throughout this Agreement will exclude Saturdays, Sundays and holidays.

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. The following procedures must be followed.

Section 12.2-Filing a Grievance. The grievance setting forth 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 employee or the Union to the General Manager or their designee within ten (10) calendar days following the occurrence out of which the grievance arose or the date the employee became aware of the grievance. Failure to present the grievance within ten (10) days will be deemed a waiver of the grievance.

STEP 1

Such grievance will be presented in writing to the General Manager or 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. If the General Manager or her designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, 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.

STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the General Manager or his 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 General Manager or his designee and a representative of the Union 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) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) calendar days of the meeting, the General Manager 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 fifteen (15) calendar 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 fifteen calendar days of the Company's written 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 outside counsel will not be used as advocates
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) There will be no formal rules of evidence
- (e) Each party will have one (1) hour to present its case and one-half (½) hour for cross-examination and rebuttal. Each case will be completed within three (3) hours or less.
- (f) The arbitrator must agree to hear a minimum of two (2) cases in any one (1) day if requested by the parties. Both parties and the arbitrator may agree to consider more cases in any one day.
- (g) 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
- (h) 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
- (i) 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
- (j) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (k) The fees of the arbitrator will be borne equally by both parties

Section 12.4-Arbitrator. The arbitrator for the expedited arbitration process will be selected as provided in Section 12.5.

Section 12.5-Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. If possible, this selection will be completed within ten (10) days. 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 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 Tri-Met.

ARTICLE 13-CATEGORIES OF EMPLOYEES

Section 13.1-Regular Full Time. Employees regularly scheduled by shift bid to work at least thirty-five (35) hours in a workweek.

Section 13.2-Regular Part Time. Employees regularly scheduled by shift bid to work less than 35 hours in a workweek.

Section 13.3-Classification Change. Part-time employees on a bidded route 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 on a bidded route works thirty-five (35) or more hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to regular full time. If a full time employee's schedule changes to where he is scheduled less than 35 hours in a work week, or if a fulltime employee works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to regular part-time.

Section 13.4-Workweek. The workweek will begin 12:01 AM Sunday and end at midnight the following Saturday.

Section 13.5-Overtime. All hours worked by an employee in excess of forty hours per week will be paid at time and one-half of the employee's straight time hourly rate.

Section 13.6-Paydays. Paydays shall be every other Friday and paychecks shall be available for pick-up after 10:00 A.M.

Section 13.7 Regular Dispatcher. Employees regularly scheduled by shift bid to work at least thirty-five (35) hours, as a Dispatcher, in a workweek.

Section 13.8 Part-time Dispatcher. Employees regularly scheduled by shift bid to work less than thirty-five (35) hours, as an Operator or Dispatcher, in a workweek.

ARTICLE 14-HOURS OF WORK

Section 14.1-Pre-trip Duties. An employee's paid time begins when he clocks in according to 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 14.2-Post-trip Duties. An operator's paid time ends after their last trip is performed; the vehicle is cleaned, refueled [if required] and returned to the yard.

Section 14.3-Lunch. Employees are not paid for lunch time when assigned and taken.

ARTICLE 15-SENIORITY

Section 15.1-Definition. Seniority means 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. The driver with the most seniority will be number one on the list and the newest driver on that seniority list will have the largest number on the list.

Section 15.2-Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 15.3-Use. New employees as of the date of ratification, seniority will commence with the release into revenue service. Any tie breaker will be resolved by the date of application. All employees prior to the date of ratification shall keep their same seniority date. Seniority will be observed with regard to all layoffs, rehiring, bidding for jobs and vacation selection. 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 15.4-Continuous Service. "Seniority" is defined as continuous service with the Company, or its predecessors, under contract with Tri-Met for purposes of determining wages, vacation accrual and classification seniority.

Section 15.5-Seniority List. Within 30 days after the signing of this Agreement, a list of employees arranged in the order of their 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 every pay day. The Union will immediately notify Company of any errors in the seniority list.

Classification seniority will consist of the total continuous length of time on the classification seniority list. There shall be two seniority lists: (1) Operator List; (2) Window Dispatcher List. Any transfer from one list to another list shall result in that employee going to the bottom of that list for bidding and work assignment purposes.

Section 15.6-Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service from the date of hire with the Company. Prior to 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.

ARTICLE 16-CONTINUOUS SERVICE DEFINITION

Section 16.1-Definition. Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, it will 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 Tri-Met to operate Region 1 LIFT service.

Section 16.2-Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge
- (c) Failure to return to work from layoff within thirty (30) days when called
- (d) Absence without leave for three (3) days; may consider verifiable emergencies
- (e) Layoff of twelve (12) months or more
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months
- (g) Changing status from Operator to Window Dispatcher or Window Dispatcher to Operator for a period in excess of six (6) months or until the next Master Rebid whichever is longer.

Section 16.3-Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Leave of absence that has been authorized by time-off request form
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law
- (c) Absence due to authorized vacation
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the Company and the Union
- (e) Leave of absence of any duration to serve as an official of the Union

ARTICLE 17-SIGN-UPS/WORK ASSIGNMENTS (MASTER REBID PROCEDURES)

Section 17.1-Bidding. The Company will conduct a bidding of regular work schedules at least two times per year in late August and late February or at such other time as the Company and Union mutually agree on. Bidding for Operator and Window Dispatcher shifts shall occur concurrently and not at separate times. Window Dispatchers will follow the same bidding process as described below.

Section 17.2-Seniority. Job numbers will be used as the description of bid routes. Bidding will be done by seniority.

Section 17.3-Procedure. The bid process begins with the most senior operator bidding first and the second most senior operator next and so on down the seniority list until all operators have bid or passed or until all jobs have been bid.

Section 17.4-Passing. If an operator passes on their turn to bid, they are moved to the bottom of the seniority list for the current bid. Should more than one operator pass, each will be ranked at the bottom of the list by seniority in relation to other operators who have passed on the bid. Any operator who misses their schedule bid day will be treated as having passed on the bid.

Section 17.5-Conduct. The bidding will be conducted by preassigned groups of operators. The assignments will be scheduled according to seniority. Each group will be scheduled for a single day. An employee may submit his bid sheet prior to his scheduled day but no later than 11:00 a.m. on his scheduled day. The most senior person in his group will make one choice for a job. The least senior person in his group must make twenty (20) choices for jobs and will rank the choices in order of preference.

Section 17.6-Bid Time Not Compensated. Operators are not compensated for bidding time. Each operator will print their name, indicate the date completed, list job number choices by number and sign the bid sheet.

Section 17.7-Proxy. If an operator cannot appear at the time scheduled for him to bid, he may bid by proxy. To bid by proxy, he must print his name, indicate the date completed, list job number choices by number and mark "I authorize a First Transit staff member or Union Steward to bid for me by proxy." First Transit staff or the Union steward handling any proxy will make the best estimate of what the operator may have chosen if his choices are not available.

Section 17.8-Master Re-Bid. The job an operator is awarded during a master re-bid is theirs until the next re-bid.

Section 17.9-Open Positions. Jobs left open at the conclusion of the master re-bid will be assigned by the Company to operators who did not submit a bid for a particular job.

Section 17.10-Positions Open After Bid. If a job becomes available before the next master re-bid, it will be posted for at least four days for operators to bid on. This job will be awarded according to seniority. If the operator is replacing a current bid job with one of these jobs, their current job will be posted for at least four days for all operators to bid on according to seniority. This "bumping" will only occur twice, after which the Company can fill the resulting opening at its discretion. If an open job is not filled by the bid process, it will be assigned by the Company.

Section 17.11-Disability. If an employee is not able to perform their regular job duties at the time of the Master Re-Bid for any reason, they will be allowed to bid if they have a verifiable return date that is no later than twenty-one (21) days from the start of the bid. Prior to their return to work, the Company may fill their shift at its discretion. If the employee does not return to full duty on the bid shift within the twenty one (21) days, they will lose their shift and the shift will be filled in accordance with Section 17.10 and the employee will not be able to bid on an open shift or the next Master Re-Bid unless they have returned to full duty at the time of the bid.

Section 17.12- Cancellation of Bid Shift In the event an entire full time bid shift is cancelled by Tri-Met's Paratransit Broker, the following procedures will apply:
First Transit will offer the affected employee an alternative schedule (or an extra work shift) for that day or any other day during that pay period. If the employee rejects the alternative schedule or extra shift, the employee shall be entitled to no compensation for the lost work.

- a. If the employee accepts the alternative schedule or extra shift, then the employee shall be paid for the time worked on the alternative schedule or extra shift.
- b. If the employee accepts the alternative schedule or extra shift and the number of hours worked is less than their bid shift that was cancelled, then the employee shall receive additional compensation calculated as follows: the additional compensation will be the time difference between the employee's regular bid shift on the day of route cancellation and the alternative work or extra shift performed by the employee, less the sum of the total number of hours worked by the employee on every other day in the same pay period in excess of their bid shift on those days. This additional compensation will be at straight time.
- c. No additional compensation will be granted on shifts that are not operated or cancelled on any holiday observed by the state or federal government or on any day when Tri-Met reduces service by 17%. In addition, no additional compensation will be due for service reductions caused by an emergency, weather, cancellation of programs or other unusual factors.
- d. The employee will be required to call in to the dispatcher or supervisor immediately upon being noticed of the cancelled shift (when the employee learns of the cancelled shift from the phone recorder the night prior to their work shift or by direct notification by a First Transit dispatcher or Supervisor with at least one hour advance notice) to be scheduled alternate work in order to be eligible for any additional compensation under this Agreement.
- e. First Transit may offer the additional work or shift to a full time employee by canceling or reducing the work shift of a part time or casual employee without that employee being entitled to any adjustment or compensation. An effort will be made to reduce the hours of the casual PT work group first.

Section 17.13 Full Time Employment. The company shall offer, at a minimum, the number of shifts determined by dividing the previous calendar year's service hours as recorded in Trapeze by 2,500, rounded to the nearest whole number, in no event however, will the number of full time shifts be less than 70.

Section 17.14 Temporary Dispatch Vacancy. Temporary dispatch vacancies will be filled by a list of operators that have been qualified by the Company and who have volunteered to substitute to cover dispatch work schedules on a temporary basis. Temporary dispatchers will earn no dispatch seniority while covering a temporary dispatch

vacancy. The Company shall also consider seniority and availability of the qualified operators when covering dispatch work schedules on a temporary basis.

Section 17.15 Permanent Dispatch Vacancy. Permanent dispatch vacancies will be posted. Qualified internal applicants will be given preference over equally qualified external applicants. The Company has the unquestioned right to determine qualifications for dispatcher positions. Vacancies shall be posted and filled within ninety (90) days.

ARTICLE 18- EXTRA WORK.

In the event the Company obtains extra work, defined as temporary additional shift(s) assigned to the Company by Tri-Met, where the Company has knowledge of such extra work at least seven days in advance, the extra work will be posted for operators to bid on. The Company will award the extra work to the most senior operator who will not receive overtime during that pay week as a result of the extra work. If the Company learns of the extra work with less than seven days notice, it may fill the work at its discretion.

ARTICLE 19- LEAVE OF ABSENCE

An employee may be allowed an unpaid leave of up to 120 days. Personal leaves are granted at the discretion of the Company and may not exceed 120 days. Routes will not be held while an employee is on personal leave. The route will be posted prior to the driver leaving and will be subject to the route bidding procedures. Drivers do not accumulate seniority while on personal leave. An employee wishing a personal leave must contact their supervisor with the request. Approval by the Company will be in writing. Employees on leave of absence shall not be entitled to any vacation accrual, paid holidays, sick leave accrual, medical benefits or any other pay or benefits contained in this Agreement. Any request shall be in writing. Failure to return from leave on the date specified shall be grounds for dismissal.

ARTICLE 20-VACATION

Section 20.1-Eligibility. All employees shall be eligible to receive vacation after twelve months of employment.

Section 20.2-Amount of Vacation. During the term of this Agreement, full time employees shall receive vacation at the following rates:

After one year of employment	40 hours per year
Effective at the 3 year anniversary date	80 hours per year
Effective at the 5 year anniversary date	120 hours per year

Applicable for Dispatchers only, effective at the 10th year anniversary date, the employee will be entitled to 160 hours per year.

Section 20.3-Part Time Vacation. Part-time employees will receive 50% of the full time vacation allotment in Section 20.2.

Section 20.4-Vacation Cash Out. An employee who has more than one year of continuous employment may "cash out" vacation pay in lieu of time off at their regular rate of pay. In order to obtain the cash out, the employee must provide written notice to the Company.

Section 20.5-No Overtime Effect. Vacation time used shall not count as hours worked for the purpose of

computation of overtime.

Section 20.6-No Carryover. Vacation pay must be used during the period in which it is received and may not be carried over from year to year.

Section 20.7 - Vacation Bidding. The union shall conduct vacation bidding at least once per year. See Article 17 for bidding procedure. All vacation days will be posted on the bulletin board for all employees to see what is available for a given week or month. A minimum of five (5) employees can be off for any given period. This number may increase due to service demand.

Section 20.8 – Front Loading. The Company shall front load vacation hours to employees on January 1st of each year. An employee, who changes rates per Section 20.2 during the course of the year, shall receive the additional vacation time on their anniversary date.

ARTICLE 21 - HOLIDAYS

Section 21.1 -Full Time Drivers. Full time drivers will receive six paid holidays per year. Holiday pay will be calculated at eight hours per day for a full time bid of 5 work days or ten hours per day for a full time bid of 4 work days. Holiday pay will be paid at route rate. The employee must work the last scheduled day before and the first scheduled day after the holiday unless otherwise excused by the Company or holiday pay will be forfeited. The six paid holidays are Christmas Day, Thanksgiving Day, Labor Day, Independence Day, Memorial Day and New Year's Day; In addition to the paid holidays, drivers shall receive two floating holidays per year. Holiday pay shall not count as hours worked for the computation of overtime.

Section 21.2 - Part Time Employee Holidays. Part-time employees will be eligible to receive six paid holidays per year after twelve months of employment. These holidays are Christmas Day, Thanksgiving, Labor Day, Independence Day, Memorial Day and New Year's Day. These holidays will be paid at four hours each. The employee must work the last scheduled day before and the first scheduled day after the holiday unless otherwise excused by the Company or holiday pay will be forfeited. Holiday pay shall not count as hours worked for the computation of overtime.

Section 21.3-Holiday Work Assignments. To determine which employees, those on leave of absence excepted, will be off duty on the six normal holidays, the following procedure will apply: Employees may volunteer to work on a holiday by placing their names on a holiday sign up form. If there are insufficient volunteers, employees will be assigned by reverse order from the seniority list. Failure to work the assigned route will be considered a No Call No Show. Employees whose regular day off is the same day of the holiday will be bypassed in the selection. Work assignments will be by seniority on holidays.

Section 21.4-Holiday Bonus. Each year during the month of December, on the first full pay period of the month, the Company will pay a Holiday Bonus to all active employees who were employees for a minimum of one (1) year. The bonus amounts are subject to payroll taxes and are as follows based on current shift bid at time of bonus:

Full Time Employee	\$125.00
Part-Time Employee	\$75.00

Section 21.5-Regular Dispatchers. Regular Dispatchers will receive six (6) paid holidays per year. Holiday pay will be calculated at eight hours per day for a full time bid of 5 work days or ten hours per day for a full time bid of 4 work days. The employee must work the last scheduled day before and the first scheduled day after the holiday unless otherwise excused by the Company or holiday pay will be forfeited. The six (6) paid holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition to the paid holidays, Regular Dispatchers shall receive two (2) floating holidays per year. Holiday pay shall not count as hours worked for the computation of overtime.

ARTICLE 22 - SICK PAY

The Company shall comply with the Oregon Paid Sick Leave Act (Senate Bill 454) effective January 1, 2016. In the event that such ordinance is repealed, delayed and/or no longer in effect, the parties shall meet and negotiate Article 22 Sick Leave exclusive of all other Articles in this Agreement.

Full-time employees

Less Than five years	40 hours per year
5 -10 years	48 hours per year
10+ years	60 hours per year

Part-time employees shall receive forty (40) hours of sick leave per year.

Employees shall be eligible for sick leave ninety (90) calendar days after employment. Employees will then be frontloaded their initial forty (40) hours of sick leave. All employees not already frontloaded sick leave will receive their hours of sick leave frontloaded on January 1 of each year.

Employees may not use earned sick leave for other purposes than required by law nor will they receive pay in lieu of earned sick leave upon separation of employment or under any other circumstance, except as detailed in the next paragraph.

No full-time employee may accumulate more than 160 hours of sick leave. On December 1st each year, a full-time employee may "cash out" any accumulated sick leave. In order to use this option, the employee must complete a written statement requesting the cash out option between November 15th and December 1st of that year.

Sick leave shall not count as time worked toward the computation of overtime.

ARTICLE 23 - HEALTH INSURANCE

Section 23.1 Full-Time Employees

The Company will make available to full-time employees an option of choosing one of three available Company provided health plans, two of the options will be Kaiser plans. Employees will contribute to the total cost of the premiums as follows:

Kaiser Plan	Starting 2019PY	Starting 2020PY	Starting 2021PY
Employee only coverage:	8%	9%	9%
Employee + 1	28%	29%	30%
Employee + Family	28%	29%	30%
 Company Group Health Plan	 Starting 2019PY		
Employee only coverage:	5%		
Employee + 1	20%		
Employee + Family	20%		

Section 23.2 Part-time Employees

The Company will make available to part-time employees a Company provided health plan. Part-time employees will contribute to the total cost of the premiums as follows:

Company Group Health Plan	Starting 2019PY
Employee only coverage:	100%
Employee + 1	100%
Employee + Family	100%

After one year of service, part-time employees will contribute to the total cost of the premiums as follows:

Company Group Health Plan	Starting 2019PY
Employee only coverage:	50%
Employee + 1	100%
Employee + Family	100%

Section 23.3 Eligibility

Employees shall be eligible to enroll in the health insurance plans pursuant to the eligibility requirements of the plan, on the first of the month following thirty calendar days of employment.

ARTICLE 24 - FUNERAL LEAVE

All drivers are eligible for up to three days of paid emergency leave per year in the event of a death in the driver's immediate family. Days will be paid at the normal number of hours the employee was scheduled for days missed. Employees wishing to take funeral leave must contact their supervisor in advance of the leave. Funeral leave is not cumulative and may not be carried over from year to year.

ARTICLE 25- RETIREMENT PAY

Drivers with more than one year of continuous service are eligible to participate in a 401(k) retirement plan administered by the Union. To participate, employees must agree to contribute, through payroll deduction, a minimum of \$500 annually. Employees become vested in the retirement plan after three years.

For employees with five or more years of continuous service, the Company shall contribute to the employee's 401(k) retirement plan the amounts listed below for each compensated hour:

Effective Date	Company Contribution Per Compensated
12/1/2008	\$0.46

ARTICLE 26 - UNIFORMS

The Company shall provide uniforms. The uniform set consists of five pairs of pants, five shirts, a Thomas Guide and one jacket. Care for the uniform is the responsibility of the driver. The Company may deduct from an employee's final check a loss charge equal to the replacement cost of uniforms not returned on the last day of employment if the employee does not return their uniforms.

ARTICLE 27 - SAFETY

The Company may require attendance at safety and educational programs that relate to safe or effective performance of job duties. Employees will be paid at their regular rate for actual time present in meetings. If an employee misses a Safety or Educational meeting without prior approval, the employee will be issued one (1) Attendance point. If an employee misses more than four (4) meetings in a rolling 12-month period, each additional meeting absence will be issued two (2) Attendance points. All retraining will be done at minimum wage.

ARTICLE 28 - WAGES

Section 28.1 Wages. The basis for computation of an employee rate of pay shall be based on seniority. Seniority for pay purposes shall be determined in accordance with Article 15.

Employees shall be entitled to the following minimum wage rates during the term of this Agreement based on the employee's seniority. All seniority and annual wage adjustments will become effective on the first day of the first pay period on or after the date when the adjustment is due.

	Current	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021
Starting	\$15.14	\$15.75	\$16.18	\$16.62	\$17.08	\$17.55
1 Year	\$17.23	\$17.92	\$18.41	\$18.92	\$19.44	\$19.97
2 Years	\$17.77	\$18.48	\$18.99	\$19.51	\$20.05	\$20.60
3 Years	\$18.60	\$19.34	\$19.88	\$20.42	\$20.98	\$21.56
4 Years	\$19.98	\$20.78	\$21.35	\$21.94	\$22.54	\$23.16
5 Years	\$23.92	\$24.88	\$25.56	\$26.26	\$26.99	\$27.73
10 Years	\$24.10	\$25.06	\$25.75	\$26.46	\$27.19	\$27.94

Retro Pay: Effective with the start of the second pay period following ratification of this agreement, the company will give retroactive wage increases to July 1, 2017 for all employees employed as of the date of the ratification.

Newly hired employees shall be paid minimum wage during training. The starting rate will be paid effective on the first day a new driver operates a route without a trainer present.

Effective 04/01/2016 all part-time employees will be provided 50% of all Full-Time benefits they are eligible for.

Section 28.2 Behind-The-Wheel Trainers. The Company shall select qualified, interested drivers to act as BTW Trainers from time to time. After completing forty (40) hours of BTW training, the BTW will be paid a premium of \$1.00 for each hour of BTW training they perform thereafter.

Section 28.3 Cadeting. Drivers performing cadet duties will receive a premium of fifty cents (\$.50) per hour for each documented cadeting hour performed.

Section 28.4 Dispatchers. Regular Dispatchers shall be placed into the Driver wage scale provided in this Article based on their years of service and receive a premium of \$1.00 per hour. Part-time Dispatchers shall be paid their regular driver wages for any dispatch duties performed and receive a premium of \$1.00 per hour.

ARTICLE 29 - FREE TRANSPORTATION

All bargaining unit employees will be entitled to free transportation on all lines of Tri-Met. Bus passes shall show photo, name, contractor and expiration date. Bus passes will be valid for six months from the date of photo and must be renewed every six months. In the event the employee's employment terminates, he must

return his bus pass to the Company. The Company shall provide lists of eligible employees to Tri-Met as required. This benefit is provided at the sole option of Tri-Met. Tri-Met has the authority to cancel the bus pass program at any time after giving the Union and the Company 30 days notice. Upon cancellation by Tri-Met, the Company is relieved of any requirement or responsibility to provide free bus passes to employees.

ARTICLE 30 - DENTAL AND VISION

Section 30.1 – Dental Plan. The Company will make available DMO and PPO type dental plans consistent with plan provisions. Employees will contribute to the total cost of the premiums for employee only coverage as follows:

	DMO	PPO
Full-Time Employees	0%	100%
Part-Time Employees	100%	100%

Employees may purchase dependent coverage, at 100% cost, if they select dental coverage for themselves.

Section 30.2 -Vision Coverage. The Company will make available a basic vision plan. For employees with one (1) or more years of service, the Company will pay 100% of the cost of the premiums for employee-only coverage of the basic vision plan.

In the event that the Company offers an additional premium vision plan, the employee will be responsible for all costs above those provided in the basic plan.

Employees may purchase dependent coverage, at 100% cost, if they select vision coverage for themselves.

Section 30.3 Eligibility. Employees shall be eligible to enroll in the dental and/or vision plans pursuant to the eligibility requirements of the plan, on the first of the month following thirty calendar days of employment.

ARTICLE 31 JOINT LABOR-MANAGEMENT COMMITTEE

A Joint Labor-Management Committee, comprised of no more than two (2) Union and two (2) management employees, will be formed and meet every other month at a mutually agreed date and time for the purposes of promoting good communications between the parties of this Agreement.

Section 31.1. The Union and the Employer agree to establish a Joint Labor-Management Committee. It will meet not less than once a quarter and will alternate locations between the Union Hall and the First Transit facility, unless otherwise agreed upon by the parties. Minutes and proceedings of the meeting shall be kept, and Agenda items will be submitted by both parties three working days in advance of each meeting. The Agenda will be prepared by First Transit management, and the minutes will be taken by the General Manager.


The Union will appoint its committee members from a list of employees who have indicated a willingness to serve. The Union's Liaison Officer will serve as a permanent member of the Union Committee and will act as its spokesperson.

Section 31.2. The Joint Labor-Management Committee will have as its purpose and shall give consideration to such matter as to develop a spirit of cooperation between the employees and the Employer, the responsibility for success rests equally with both parties, to strengthen employee morale, to develop effectiveness in the workplace and a continuing campaign to become more competitive within the industry.

The Union and the Employer agree to participate equally through the Joint Labor-Management Committee to tap the creativity and knowledge of employee members to help solve work-related problems such as productivity, customer service, employee morale, unsafe working conditions and client relations. The Committee will brainstorm problems, develop ideas, give suggestions and share information. The Committee will have no authority to act on any recommendation.

Section 31.3. The Joint Labor-Management Committee will have no authority to discuss or resolve grievances.


AMALGAMATED TRANSIT UNION,
LOCAL 757



Shirley Block, President

Dated 10/30/18

FIRST TRANSIT, INC.



Fadi Chakbazof, Senior Vice President

Dated 11/20/18

Attachment "A"

EMPLOYEE ATTENDANCE POLICY PORTLAND, OR DIVISION

All First Transit employees are required to report to work on time, every day they are scheduled to work. Absenteeism and tardiness disrupt the services our clients depend upon, and put our business at risk. Be dependable! You are important to the overall success of our operation and an important factor in our total team effort. Because missing work can be such a serious problem, the following guidelines apply to all employees.

The intent of the Attendance/Tardy Policy is:

*To consider the needs of the employees, our duties to the clients and the necessity of running a business.

*To put the employee in charge of his/her own time-off responsibility, so that First Transit is not put into the position of deciding the legitimacy of one excuse over another.

*To eliminate any chance of favoritism by using defined standards applicable to all.

*To improve service to our clients and strengthen the competitiveness of our business.

Daily Schedules

All employees must report to work on time each and every day they are scheduled to work. Each employee must check the night before service to verify his or her start time for the next day. This is the employee's responsibility. In the event that an employee has been absent, the employee must contact the supervisor or division dispatcher prior to the next day to alert the company as to whether or not the employee will return to work. Failure to do so will be considered a failure to give proper notice and be subject to disciplinary action.

Excused Absences

The only excused absences are pre-arranged requests for medical, personal, maternity, or family leave of absence, jury and or witness duty, military leave, any applicable federal or state paid leave, or prearranged vacation days.

Pre-arranged absences will be excused only if;

- a) A First Transit "Request for Time Off" form is completed.
- b) Approved by either the General or Operations Manager or their designee
- c) These steps are completed at least three (3) days prior to the date sought for time-off.

Without a completed and authorized "Request for Time Off" form, the absence will be defined as "unexcused" (no matter what the reason).

Absenteeism

Absenteeism is defined as; failing to show up for a scheduled workday or an agreed upon workday with at least sixty (60) minutes prior notice.

Absenteeism is measured in "occurrences", rather than individual days. For instance, when an

employee misses work, it is one (1) occurrence regardless if it is for 1 day or 10 days, as long as they are consecutive and proper notice has been given. The Company reserves the right to request proof of illness for an absence of more than five days.

Tardiness

Tardiness is defined as arriving for work more than one (1) minute after the scheduled reporting time either for shift start or returning from rest or meal breaks. If an employee is Tardy at the start of their shift, their shift may be assigned and covered by the Company and the employee sent home with out pay.

Failure to Complete Entire Shift

The continued operation of the service for our clients is important. Based on this need, a Failure to complete the work shift assigned with result in an "occurrence". It is not beneficial for the system to have an employee come to work sick and have to leave a couple hours later. It is much easier to cover a work shift at the start of the day than in the middle of a work shift.

If you do not report to work for three consecutive days without the proper advance notice to the General Manager, it will be considered that you have voluntarily quit your job.

Definitions:

- a) A tardy incident is an occurrence whereby an employee reports to work one to five (5) minutes after their starting time. Reporting late more than five (5) minutes and up to sixty (60) minutes will be counted as an absence. Lateness of more than sixty (60) minutes will be counted as a No Show.
- b) Absence - an occurrence whereby an employee reports off work in accordance with the established call in time required.
- c) No Show -An occurrence whereby an employee fails to show up for work for an assigned work shift and fails to notify the General Manager or the person designated to be in charge at least sixty (60) minutes before report time.

SCHEDULE OF POINTS

Tardy.....	1 point
Absence.....	2 points
No Show.....	3 points
Failure to Complete Entire Shift.....	2 points

Floating 12-Month Period

<u>Points Accrued</u>	<u>Action</u>
20	Discharge

The 12-month period begins with the first "occurrence" of absenteeism, no show or tardiness. Each occurrence is removed from the employee's record one year after the occurrence. A written notice will be issued with each occurrence and must be signed and returned to the General or Operations Manager.

Under certain circumstances, management may waive the issuance of attendance points due to events that are beyond the control of the employee. These incidents may include, but are not limited to; a vehicle accident in route to the job; a death in the immediate family; an injury/illness that requires hospitalization of the employee or their immediate family.