

**AGREEMENT  
BY AND BETWEEN**



**(Region 2)**

**And**

**AMALGAMATED TRANSIT UNION Local 757**

**JUNE 1, 2016 TO DECEMBER 31, 2021**

## PREAMBLE

This Agreement is entered into between First Transit, Inc., hereinafter referred to as the "Company", and the Amalgamated Transit Union, AFL-CIO, CLC, Division 757, hereinafter referred to as the "Union".

## ARTICLE 1 RECOGNITION

**Section 1.1--Recognition- of the Union.** The Company recognizes -the Union as the exclusive representative of. "employees" as defined in Section. 1.2 of this article for purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all such employees.

**Section 1.2--Definition of Employees.** Whenever used in this Agreement, the term "employees" shall mean all Regular Full-time and Regular Part-time Vehicle Operators employed by the Company and based at the 2055 SW Merlo Court, Beaverton, Oregon facility and who perform work under contract to the Tri-County Metropolitan Transportation District of Oregon (Tri-Met), but excluding temporary personnel as defined in Section 1.4 of this article, guards, office and payroll- clerks, managerial personnel, utility and maintenance personnel, professional employees and road supervisors and other supervisors as defined in the National Labor Relations Act.

**Section 1.3-Definition of Probationary Employees.** An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union. or an employee re-hired after termination of seniority shall be in "probationary" status from the time the employee has obtained a valid CDL and cleared all background checks and then has completed ninety (90) calendar days excluding leaves of absence, subject to the Company's discretion regarding extending the probationary period an additional thirty (30) calendar days if necessary, by mutual consent. The discipline or discharge of an employee who is in probationary status shall not be in violation of this Agreement.

**Section 1.4-Job Classes.** Job classes are defined as follows:

- a. A Regular full-time Vehicle Operator is defined as an operator regularly scheduled to work at least thirty-five (35) hours in a workweek.
- b. A Regular part-time Vehicle Operator is defined as an operator regularly scheduled to work less than thirty-five (35) hours in a workweek. From time to time, Regular part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet service demands or unusual situations.
- c. A Temporary Driver is defined as an operator assigned to work for a period of less than thirty (30) days and who has not worked at the facility at any time during the previous three (3) months.
- d. Regular Dispatcher. Employees regularly scheduled by shift bid to work at least thirty-five (35) hours, as a Dispatcher, in a workweek.

## ARTICLE 2 SCOPE OF AGREEMENT

**Section 2.1--Duration.** This Agreement shall become effective immediately after midnight of June 1, 2016 and shall continue in full force and effect to December 31, 2021. Thereafter, it shall automatically renew-itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

**Section 2.2--Separability.** Should any article, section or portion of this Agreement-be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific article, section. or portion thereof directly specified in- the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid article, section or portion thereof. Neither party shall be under any

obligation to renegotiate any articles, sections or portions of this Agreement which are not affected by such decision.

**Section 2.3--Waiver of Bargaining Rights and Amendments to Agreement.** During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Union 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 discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and the agreement of the Company and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement must be reduced to writing and executed-by both the Company and the Union.

This Agreement comprises the total and entire Agreement pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein, which either the Union or any employee in the unit may hereafter raise based on past practice or otherwise, which will entitle the Union or any employee to any right, privilege or other benefit not specifically set out herein.

## **ARTICLE 3 SENIORITY**

**Section 3.1--Seniority Defined.** The term seniority, as used in this Agreement, shall mean:

- a. Length of continuous service which is also known as Company seniority. This seniority is used for vacation accrual, initial placement in the wage scale, employee and benefits.
- b. Bidding seniority (location specific):
  - (1) Full-time seniority-most recent date an employee assumed a full-time driving position.
  - (2) Part-time seniority-the date an employee assumed a part-time position.

A list identifying employees' shift bidding seniority dates will be posted and maintained on a current basis, with monthly updates provided upon an email request by the Liaison Officer.

### **Section 3.2--Layoff.**

- a. Determination of Layoffs. The Company will determine the timing of layoffs, and the number of employees to be laid off.
- b. Layoffs. When a reduction in the Work force becomes necessary as determined by the Company, such layoffs shall be made by reverse seniority as defined above.

### **Section 3.3--Recall.**

- a. Order of Recall. Employees will be recalled by highest to lowest seniority.

b. Notice of Recall. The company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records. The employee must, within three (3) business days of receipt or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

**Section. 3.4--Termination of Seniority.** An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- 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 six (6) months since the last day of actual work for the Company, regardless of reason;
- d. Failure to return to work upon expiration of an approved leave of absence;
- e. Layoff for a period of twelve (12) months or for a period equal to the employee's length of service, whichever is less;
- f. Absence for three (3) consecutive days without notifying the Company. The Company, at its sole discretion, may consider unusual or extraordinary circumstances and waive this rule; and
- g. Working for another employer, including self-employment, while on a leave of absence, unless agreed upon in writing by employer and employee.

**Section 3.5--Return of Personnel to the Bargaining Unit.** A person who, after transfer or promotion out of the bargaining unit for a period of one (1) year or less, remains in the continuous employ of the -Company, may be transferred, at the sole option of the Company to any designated job classification in the bargaining unit previously held by the person. If the transfer of such a person requires the layoff of an employee, the employee with the least seniority as defined above will be laid off

## **ARTICLE 4 UNION REPRESENTATION**

### **Section 4.1--Union Shop Stewards.**

a. **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 one (1) Shop Steward for each thirty-five (35) employees to serve as the Union's agent in the representation of employees of the bargaining unit. The Company shall 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.

The Company shall grant the Shop Steward time off when requested for the sole purpose of conducting Union business as it pertains to this specific agreement. Requests for time off must be submitted to and approved by the General Manager. The approval for this time off request shall be granted, providing it does not intercede with the efficient operation of this contract or the Company's business operations. Time off requests will not be unreasonably withheld.

b. **Compensation of Shop Steward While Engaged in Union Activity.** The Shop Steward shall not be compensated by the Company for duties as the Shop Steward and shall perform such duties during times when not scheduled to work

for the Company, unless otherwise noted in this Agreement.

c. Union Leave. It is further agreed that any member of the bargaining unit who new 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 that may exist at that time. 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 eligible to receive 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 leave of absent of less than thirty (30) calendar days in duration.11

Section 4.2--Distribution of Union Literature. Bulletin Boards. The Company will provide the Union with space for its bulletin board subject to the approval of the office buildings landlord. The Union agrees that the bulletin board will be used only for official business and may be used Company advanced approved postings of union members' gatherings that are not union related, recognitions and accomplishments. The Union also agrees that no inflammatory, derogatory nor controversial materials regarding the Company or Tri-Met will be posted on the bulletin board.

Section 4.3--Union Visitation. Meeting with the Company. Upon reasonable prior notice, an authorized representative(s) of the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance. The Union's representative will confine any conversations with employees to non-work time, and the representative's activities will not in any manner interfere with the performance of work by the employees.

Section-4.4--Union Meeting with- New Employees. The Company will allow a union representative to attend a meeting of new employees to explain union membership and to collect application forms.

## ARTICLE 5 TRI-MET'S RIGHTS AND CONTINGENCIES

Section 5.1--Termination of Transportation Services Contract. If the transportation services contract between the Company and Tri-Met terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement shall continue to resolve disputes pending at the time of termination, up to and including arbitration.

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

Section 5.2--Tri-Met's Rights. Nothing in the Agreement is intended-nor shall be construed to change, limit, modify, restrict or in any way alter the duties of obligations owed by the Company to Tri-Met nor the rights and privileges of Tri-Met under the transportation services contract referenced in Section. 5.1 of this article.

## ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1--Retention of Managerial Prerogatives. Except as expressly-modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions 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. Reprimand, suspend, discharge or otherwise discipline employees for cause and to determine the number of employees to be employed.
- b. Hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay-off or recall employees to work, and retire employees.
- c. Set the standards of productivity and the services to be rendered to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked.
- d. Close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, subcontract non-driving activities, 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 Tri-Met.
- e. Introduce new or 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; and
- f. 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 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 Tri-Met's lawful directives if not in violation of this Agreement.

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 directly in conflict with the express provisions of this Agreement

**Section 6.2--Contractual Duties.** Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to Tri-Met, which include, but are not limited to, the assignment, dispatching and management of trips, passengers and services to other contractors who are under contract directly to Tri-Met.

## **ARTICLE 7 NON-DISCRIMINATION**

**Section 7.1--Equal Opportunity.** The Company and the Union 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, segregate 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 Viet Nam Era veteran status. 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 party with federal, state or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or directives, with reasonable notice to the Union.

**Section 7.3--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 the Union nor its members will, directly or indirectly, cause, encourage, sanction, nor participate in any strike of any kind, including but not limited to work stoppage, slowdown, sympathy strike or to a boycott against the Company; and (b) there will be no lockouts by the Company.

**Section 8.2--Discipline for Violation 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, up to and including discharge. The failure or refusal by a Union Officer or Steward to comply with the provisions of Section 8.1 constitutes leading and instigating a violation of said Section 8.1, it being specifically agreed that the Union Officers 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 POLICY**

**Section 9.1--Drug and Alcohol Policy.** The employees within the bargaining unit shall be required to fully comply with the Company's drug and alcohol policy. Prior to implementation, revisions or other changes to the policy, the Company will provide a copy to the Union and shall agree to meet and discuss the impact of such modification thirty (30) days in advance of implementation except when changes are mandated by DOT.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 10.1-Definition of Grievance.** A grievance is a claim that the Company has violated a specific provision of this Agreement. The following procedure for the settlement of grievances must be followed.

### **Section 10.2--Procedural Steps.**

Step 1. The Union may present, in writing, to the General Manager, a grievance setting forth the nature, details and date of the alleged violation, as well as the article and section of this Agreement claimed to have been violated. The written grievance must be dated and signed by the Union President or his designated representative. The written grievance must be presented to the General Manager within ten (10) calendar days of the date when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance. After the filing of a grievance with the General Manager or Company designee, the General Manager or designee shall contact the Union President or designee to arrange a time and place to attempt to resolve the grievance within ten (10) calendar days.

Step 2. If the grievance is not resolved in Step 1, within ten (10) calendar days of when it was submitted to the General Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, certified mail, return receipt requested, within ten (10) calendar days of notice by the Company of its Step 1 decision, a meeting between the Company District Manager or his/her designated representative. Within ten (10) calendar days of the request, the parties shall schedule a meeting.

Step 3. If the grievance is not resolved in the written response provided for in Step 2, and if the parties have processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may request the unresolved grievance be submitted to a mediation panel. The request for mediation must be in writing and sent to the Company via certified mail (return receipt requested). Such filing must take place within ten (10) calendar days from receipt of the final decision from the Company.

a. The Mediation panel shall be comprised of four (4) members. Two (2) members shall be selected by the Company; two (2) members shall be selected by the Union.

b. The jurisdiction and authority of the mediation panel and its opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company. They shall have no authority to add, detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The mediation panel shall not hear or decide more than one (1) grievance without mutual consent of the Company and the Union. A decision shall be made by a majority vote of the panel, which shall issue a bench decision within twenty-four (24) hours after hearing, the testimony and the evidence. The award of the mediation panel on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company. The decision/award of the mediation panel shall be set forth in writing prepared jointly by one union and one company panel member.

c. The costs, fees and expenses of the mediation and hearing room will be equally shared between the Company and the Union, otherwise each party shall bear its own expenses.

d. In the event the Mediation Panel is deadlocked and/or unable to reach a decision and if the parties have processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration.

**Section 10.3--Time Limitations.** The time limitations set forth in this Article 10 are the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 10.2 of this article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 10.2 of this Article, the grievance shall automatically proceed to the next step. The time limitation may be waived upon mutual written agreement of the parties.

**Section 10.4--Precedent.** A decision made with respect to any grievance during Step 1 of the grievance procedure set forth in Section 10.2 of this article shall apply-only to that grievance and shall not become a binding precedent with respect to any other grievance or the interpretation or application of the Agreement.

**Section 10.5--Notifications.** Notifications required in this Article 10 to be served on the Company shall be sent to the General Manager at the Beaverton facility address set forth in Section 1.2.

## ARTICLE 11 ARBITRATION

**Section 11.1--Appeal Procedure.** If a grievance has not been settled in the steps outlined in Article 10 herein, the Union may request that the matter be submitted to an arbitrator. Such request shall occur within ten (10) calendar days following the next regularly scheduled Union meeting following the decision of the, Company at Step 2 of the grievance procedure. In no case shall the request for arbitration be allowed more than sixty (60) calendar days following the decision of the Company at Step 2 of the grievance procedure.



**Section 11.2--Selection of Arbitrator.** An arbitrator shall be selected from a list of seven names in Idaho, Oregon and Washington, obtained from the Federal Mediation and Conciliation Service (FMCS). Such a list shall be one mutually requested by the parties to this Agreement and shall be used unless both parties request that a new list be requested from the FMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. A coin toss will be used the first time to determine who strikes first; thereafter, the parties will alternate striking first.

**Section 11.3--Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; nor to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Company and the Union. 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, the Union and the Company.

**Section 11.4--Burden of Persuasion in Discharge of Discipline Matters.** In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue of whether the discipline imposed was excessive, unreasonable or an abuse of management discretion shall rest on the Union.

**Section 11.5--Fees and Expenses of Arbitration.** The expenses of the arbitrator and hearing room will be equally shared between the Company and the Union; otherwise, each party shall bear its own arbitration expenses.

## **ARTICLE 12 HOURS OF WORK**

**Section 12.1--Purpose of Article.** The sole purpose of this article is to provide a basis for the computation of straight time, overtime and other-premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to an employee of a minimum or maximum number of hours of work per day, per week or per year. The Company's pay records and procedures shall govern the payment of all wages.

**Section 12.2 --Workweek.** The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 11 :59 p.m. the following Saturday. The Company shall make every effort to ensure full-time employees have two (2) consecutive days off in a seven (7) day period.

**Section 12.3--Overtime Work.** The Company shall determine when and by whom overtime will be worked.

**Section 12.4--Breaks.** The Company shall schedule a 30-minute lunch break on regular fulltime shifts. The Company will comply with State of Oregon law concerning breaks for employees.

**Section 12.5--12-Hour Rule.** Except in an emergency, no operator shall be required to drive in excess of twelve (12) hours in any twenty-four (24) hour period.

## **ARTICLE 13 LEAVE OF ABSENCE**

**Section 13.1--Definition.** A leave of absence is defined as an absence in excess of five (5) consecutive workdays.

**Section 13.2--Personal Leave.** Leaves of absence up to fifteen (15) days may be granted at the Company's discretion upon receipt of a written request from the employee stating the reason for the requested leave.

**Section 13.3-Disability Leave.** In general, leaves of absence because of health, medical condition or disability, including, but not limited to, pregnancy, childbirth or related medical conditions, may be granted for periods of up to thirty (30) days, with thirty (30) day extensions, up to a maximum of four (4) months. To obtain such disability leave of absence, an employee shall present; (1) a written request for such leave; (2) a written statement from the employee's doctor indicating the need for such leave, the doctor's recommendation as to when the employee should cease work and the doctor's estimate as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, the Union and the employee) that, after considering the nature and scope of the 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.

**Section 13.4--Military Leave.** The Company will comply with the provisions of the Veterans Reemployment Rights Act.

**Section 13.5-Request for Leave.** Requests for leaves 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 and shall not be credited toward tenure of employment or toward time of employment for benefit purposes.

**Section 13.6--Family Leave.** The Company shall comply with state and federal family leave laws.

## ARTICLE 14 DISCIPLINE

**Section 14:1--Company Rights.** The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and Tri-Met. Any new policy, revision, or amendment may be grieved by the Union.

**Section 14.2--Handbook.** The Company shall have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, change or amend such rules, regulations and policies to the extent they do not conflict with any provisions of this Agreement. Such rules, regulations and policies shall be outlined in an Employee Handbook, which will be issued to the employee prior to the implementation of any new or revised rule, regulation or policy. The Company will issue an Addendum to the Employee Handbook with a copy given to each employee and the Union at least ten (10) days prior to the implementation of said rule, regulation, policy or Addendum.

**Section 14.3--Disciplinary Procedures.**

- a. All disciplinary processes will be performed by a General Manager, Operations Manager or District Manager or their designee.
- b. The respective General Manager to whom the individual is required to report shall give a fair and impartial hearing to all employees. This requirement shall also include corrective interviews through the disciplinary process.
- c. Nothing in this Article 14 shall prevent the Union from appealing the decision of the respective General Manager to the District Manager prior to a possible grievance being filed.
- d. All hearings which may result in a penalty shall be attended by the charged employee. A Union

representative may also attend the hearing if so requested by the employee.

e. Such hearings shall be held within a seven (7) day period (excluding weekends and holidays) following the delivery of a written notice.

## ARTICLE 15 GENERAL CONDITIONS

**Section 15.1 - Payday.** All paychecks will be distributed every other Friday and will cover all moneys due through the Saturday of the preceding pay period.

**Section 15.2--Company Meetings.** Safety meetings and other informational meetings may be required by the Company- from time to time. Employees shall attend such-meetings as required by the Company and will be paid in accordance with Section 17.3.

**Section 15.3--Uniforms.** The Company agrees to provide operators with an initial uniform consisting of all uniform items required by its contract with Tri-Met. In addition, the Company will provide the Thomas Guide and other items required by the Company's contract with Tri-Met. The Company will reimburse an Operator up to fifty (\$50.00) dollars each calendar year for the purpose of required black or brown shoes per the Company's dress-code policy.

### **Section 15.4--Personnel Files.**

a. Confidentiality. The Company and the Union agree that personnel records are confidential and shall not be subject to public inspection, except as required by law or as authorized in writing by the operator.

b. Operator Access. Every Operator shall have the right to inspect and review anything in his personnel file. An operator wishing to review this file shall submit a request in writing no less than 24 hours in advance. Files are available for review during normal business hours (Monday-Friday, 8:00 a.m.-5:00 p.m.). The operator may be accompanied by a Union Liaison.

c. Right to Review Comments. No operator shall have any comment adverse to the operator's interest entered in the operators permanent personnel records, or in any other record used for any official personnel purposes by the Company, without the operator- having first read and signed the document containing the adverse comment, except that such an entry may be made if, after reading the document, the operator refuses to sign it. Should an operator refuse to sign, that fact should be noted on the document. All personnel records are to remain the property of the Company. At the operators request, he shall be provided one copy of any document placed in his file. Refusal by an operator to sign a document shall not be grounds for disciplinary action. If an operator refuses to sign-a document, this fact is to be noted and a third party will witness, date and sign the document.

**Section 15.5--Physical Examinations.** The Company shall pay for any physical examinations required of the driver by the Company.

**Section 15.6-** The Company will cooperate with OSHA investigations in keeping with OSHA directives. No driver will be disciplined for refusing to operate any vehicle that is declared unsafe by the Company.

## ARTICLE 16 WORK SCHEDULE BIDDING

**Section 16.1--Work Schedule Pick.** The Company will conduct a bidding of regular work schedules a minimum of three (3) times annually in January, May and September, subject to Tri-Met directives at approximately four (4) month intervals. The number of regular-work schedules will be at the discretion of the Company. When a shift, full or

part-time, becomes available within the first sixty (60) days, that shift will be open for bid by applicable drivers junior to the vacant position. Shifts becoming available after the first Sixty (60) days will be filled by and at the Company's discretion.

**Section 16.2---Posting.** The Company will post work schedule times and descriptions of work to be performed seven (7) working days prior to the day bidding is scheduled.

**Section 16.3 -Bidding Order.** On the day bidding is performed, operators may select work schedules by order of seniority. Full-time operators will bid the first day and part-time operators will bid the second day. The following procedures shall apply: Copies of the work schedules will be placed at the Dispatch window on the counter and given to the Union at least one (1) week prior to the first day of the bid process. The Company will determine the work, regular day off combinations and Extra Board assignments. Biddings shall be conducted and administered by the Union and the Company will pay four (4) employees chosen by the union a maximum of four (4) hours each day of the two (2) day bid regular straight time pay to conduct such bidding. The completed bids must be returned to the Company within two (2) weeks of the date the Company provided the Union with the new work schedules.

**Section 16.4 -Failure to Bid.** Operators failing to bid or who have not left a signed "proxy" with the Union by 5:00 p.m. on the first day of bidding for full-time operators and 5:00 p.m. on the second day of bidding for part-time operators will be assigned a schedule by the Union after all proxies and those present at the bidding have made their selection. It is the operator's responsibility to place a proxy in the box in the kitchen to show intent to bid even if bidding in person. Any remaining open bids will be assigned by the Union. Any assignments made by the Union cannot be grieved by any party to this Agreement.

**Section 16.5 --Change in Schedules.** The Company at its sole discretion and at any time, may change the times and hours of any work schedule. The intent of the company is to schedule as many full-time shifts as is operationally feasible.

**Section 16.6 -Transfer-Employees.** Employees who transfer to the facility from other Company facilities maybe allowed, at the sole discretion of management, to count their years with the Company for purposes of placement on the salary and benefit schedule, but will be placed at the bottom of the facility seniority list for job bidding, extra work assignments, layoff and recall.

**Section 16.7 --Additional Work.** All additional Tri-Met work will be assigned on seniority up to forty (40) hours.

**Section 16.8 --Number of Full-Time Shifts.** The Company shall offer, at a minimum, the number of full-time shifts determined by dividing the previous calendar year's service hours as recorded in Trapeze by 2,500, rounded to the nearest whole number.

## ARTICLE 17 WAGES

**Section 17.1--Hourly Rates of Pay.** The basis for computation of an employee rate of pay shall be based upon their individual seniority. Seniority for pay and benefit purposes shall be determined by the most recent date of hire. Employees who were employed by the predecessor contractor (ATCN ANCOM-Inc.), and remained employed by them in good standing up to the effective assumption of service by the Company, have had their tenure with ATCN recognized for pay purposes by the Company. Seniority with ATCN has been determined in the same manner as indicated herein.

**Section 17.2-Semi-Annual Adjustments.** Employees shall be entitled to wage adjustments as detailed in Section 17.3 and will become effective on the dates indicated in Section 17.3. In addition, employees will be eligible to receive progression adjustments as set forth in the wage schedule in Section 17.3. These progression adjustments shall be based

on the employee's anniversary date of hire. Any progression adjustment shall occur on the first day of the first pay period on or after the first day immediately following the employee's anniversary date of hire.

**Section 17.3---Wage Schedule for Employees per Hour.**

Retraining rate for all employees shall be the minimum wage for the term of the contract. There is no limit to the number of retraining hours an employee may be required to complete.

	Current	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021
Starting	\$14.97	\$15.57	\$16.00	\$16.44	\$16.89	\$17.35
1 Year	\$16.80	\$17.47	\$17.95	\$18.45	\$18.95	\$19.47
2 Years	\$17.37	\$18.06	\$18.56	\$19.07	\$19.60	\$20.14
3 Years	\$18.53	\$19.27	\$19.80	\$20.35	\$20.91	\$21.48
4 Years	\$19.26	\$20.03	\$20.58	\$21.15	\$21.73	\$22.33
5 Years	\$24.59	\$25.57	\$26.28	\$27.00	\$27.74	\$28.50

Retroactive wage payments - Effective with the start of the second pay period following the ratification of the Agreement the Company will give retroactive wage increases from July 1, 2017 for all employees employed as of the date of the ratification. Wage rate changes become effective on the day of an employee' anniversary date and/or the above stated contract dates.

**Section 17.4-Available Time.** Employees may check with the Company's Administrative Assistant to determine the current amount of sick leave and vacation hours they may have available.

**Section 17.5 -Performance Based Incentive:** In recognition of excellent performance the Company will provide full-time Operators additional incentive payments monthly, quarterly, and annually, on a rolling twelve-month basis, in accordance with-the-following schedule:

- a. Each Operator who has no preventable accidents, no injuries, perfect attendance including attendance at safety meetings, no validated customer complaints and has been in 100% conformance with the uniform policy will receive a \$50.00 (fifty dollar) bonus each month.
- h. For each Quarter, each Operator who has made the bonus for each month of the quarter will receive an additional \$100.00 (one hundred dollars).
- c. For each year, each Operator who has made the bonus for each of the four-quarters will receive an additional \$250.00 (two hundred fifty dollars).
- d. Eligible part-time employees working twenty or more hours per seven day week, who meet the foregoing requirements shall receive 50% of the respective above bonuses.

**Section 17.6 BEHIND-THE-WHEEL TRAINERS** The Company, at their discretion shall select and train qualified, drivers to act as BTW Trainers from time to time. Upon BTW certification by the Company, BTW certified trainers will receive a premium of one dollar (\$1.00) per hour for each documented BTW training hour per-formed.

**Section 17.7 CADETING** Drivers performing cadet duties will receive a premium of fifty cents (\$.50) per hour for each documented cadetting hour performed.

**Section 17.8 DISPATCHERS.** 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.

## ARTICLE 18 VACATIONS

**Section 18.1-Eligibility.** All employees shall be eligible to receive vacation after twelve months of employment.

**Section 18.2 - Amount of Vacation.** During the term of this Agreement, full time employees shall receive accrue 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 18.3 -Part Time Vacation.** Part-time employees will receive 50% of the full-time vacation allotment in Section 18.2.

**Section 18.4-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 the rate of 100% of their regular rate of pay. In order to obtain the cash out, the employee must provide written notice to the Company.

**Section 18.5-No Overtime Effect.** Vacation time used shall not count as hours worked for the purpose of computation of overtime.

**Section 18.6-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. For example, if an employee be-comes employed one year on March 1, 2016, the employee will receive 40 hours of vacation on July 1 2016. The employee must use or cash out these 40 hours of vacation prior to June 30, 2017 or the unused hours will be lost.

**Section 18.7-Vacation Bidding.** A vacation bid will be instituted for each calendar year. Vacation requests for the following year will be bid each December on the basis of seniority. Employees not submitting requests at the time of the bid will be allowed to take vacation only when time is approved in advance by the Company, independent of seniority considerations. Only four employees will be allowed to-take-vacation at a time; however, additional employees may be al-lowed time off for vacations at times to be approved by the Company if there are, in the Company's opinion, sufficient substitute drivers available who can work at their normal straight time rate of pay. Requests to change vacation periods may be granted by the Company based on availability. All requests for vacation are to be approved in advance in writing by the Company. The vacation schedule will be posted in concert with each bid schedule. The vacation schedule will be posted and updated when any change is made by the operators or the Company. Any paid leave (vacation, sick, floating holiday) shall run concurrently with any approved leave of absence including FMLA.

## ARTICLE 19 HEALTH INSURANCE

### **Section 19.1 Full-Time Employees**

The Company will make available to full-time employees an option of choosing one of four 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 Plans	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 Plans	Starting 2019PY		
Employee only coverage:	5%		
Employee + 1	20%		
Employee + Family	20%		

### **Section 19.2 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 Plans	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 Plans	Starting 2019PY
Employee only coverage:	50%
Employee + 1	100%
Employee + Family	100%

### **Section 19.3 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. Full-time employees must work the hours associated with their full-time bid work schedule in order to be eligible for health insurance plans.

**Section 19.4 -Vision Coverage.** The Company will pay 100% of the cost of an employee only basic vision plan, selected by the Company, for employees with one (1) or more years of service. 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 if they select vision coverage for themselves.

**Section 19.5 -Dental Plan.** The Company will provide an DMO and PPO type Dental Plan for employee coverage only, consistent with Plan provisions, to full-time employees. The full cost of the DMO program will be paid by the Company for participating employees. The employees shall pay any costs above and beyond the Company's corresponding DMO premium. Employees may purchase dependent coverage if they select dental coverage for themselves.

## **ARTICLE 20 HOLIDAYS**

**Section 20.1 --Paid Holidays.** All employees shall be eligible for paid holidays subject to the eligibility requirement in Section 20.2. The paid holidays are: New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Holidays shall be on the date recognized by Tri-Met. After twelve (12) months of continuous service in the bargaining unit, an employee will become eligible for one (1) personal holiday for use during the subsequent twelve (12) month period only. This personal holiday must be scheduled by mutual agreement between the Company and the employee. The employee must give at least one (1) week notice to the Company of the day the employee intends to celebrate as a personal holiday, however the personal holiday may be used- for a sick day wherein all Company reporting requirements must be properly utilized. If more than one employee desires to take the same day as a personal holiday, seniority will prevail.

**Section 20.2--Eligibility.** All employees shall be eligible for paid holidays after six months of continuous employment. In order to be eligible for the paid holiday, the employees must work their full and complete shift on their scheduled day before and after the holiday.

**Section 20.3-Holiday Pay.** The payment for a holiday shall be at the employees straight-time pay rate. Holiday pay will be calculated at eight (8) hours per day for a full-time bid of five (5) work days or ten (10) hours per day for a full-time bid of four (4) work days and four (4) hours per day for part-time bid.

**Section 20.4-Overtime Impact.** Holiday pay shall not be considered time worked for the purpose of computing overtime.

**Section 20.5--Time Worked on Holiday.** Employees who work on a recognized holiday shall be paid time-and-one half for the time worked on the holiday, plus holiday pay as defined in Section 20.3.

## ARTICLE 21 SICK LEAVE

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 full-time 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 22 JURY DUTY

**Section 22.1--Eligibility.** After the completion of the probation period, employees shall be entitled to jury duty pay if they are summoned to serve by a court of jurisdiction.

**Section 22.2--Jury Duty Pay.** Employees shall be entitled to receive compensation for the amount of scheduled hours worked missed in any given week due to jury service, less the amount compensated by the Court for their service.

**Section 22.3--Work Requirement.** In order to be eligible for jury duty pay, the employee must report to work for the remaining portion of their shift immediately after jury duty service is completed. Employees must also report for any



additional work scheduled by the Company during the week of jury service to be eligible for jury duty pay.

**Section 22.4--Documentation.** In order to be eligible for compensation, the employee must submit signed documentation from the court specifying the hours served.

**Section 22.5--Maximum Pay.** Jury duty pay shall not exceed ten (10) days in any calendar year.

## ARTICLE 23 RETIREMENT

**Section 23.1 -Retirement Plan.** The Company will continue to make available to employees participation in the Company's current 401 (k) plan dependent on the continued existence of the plan, Effective January 1, 2009, the Company will provide to all participating full-time employees a matching contribution equal to 25% of the first 6% of contributions which employees make to the Plan. The Plan shall be administered in accordance with Plan provisions. Effective January 1, 2011 the Company will provide to all participating full-time employees a matching contribution equal to 40% of the first 6% of contributions which employees make to the Plan.

## ARTICLE 24 LIFE INSURANCE

**Section 24.1--Life Insurance.** The Company shall provide \$20,000 in term life insurance for each full time regular employee covered by this Agreement Premium costs shall be paid by the Company.

**Section 24.2-Part-Time Employees.** The Company shall provide \$10,000.00 in term life insurance for each part-time employee covered by this agreement premium cost paid by the Company.

## ARTICLE 25 BEREAVEMENT LEAVE

**Section 25.1--Paid Leave.** Non-probationary-employees will be allowed up to two paid days off during a calendar year for the death of a member of the employee's immediate family, which is defined as a parent, parent in-law, sibling, grandparent, grandparent in-law, child, stepchild or spouse. Bereavement Leave pay will be calculated at eight (8) hours per day for a full-time bid of five (5) work days or ten (10) hours per day for a full-time bid of four (4) work days and four (4) hours per day for part-time bid. Effective 12-1-03, bereavement leave will be increased for two-(2) to three (3) days for full-time employees.

## ARTICLE 26 FREE TRANSPORTATION

**Section 26.1.** Free transportation on all lines of Tri-Met shall be furnished to all bargaining unit employees; Whether they are members, non-member "fee objectors" or non-member "religious objectors," who have completed the required probationary employment period, subject to the extension of free transportation by Tri-Met to Company employees.

**Section 26.2.** In the event employees terminate employment, they must return their bus pass to the Company.

**Section 26.3** The Company agrees to provide employee update lists to Tri-Met every three months.

**Section 26.4.** Tri-Met or the Company shall have the option and sole authority to cancel the bus pass-program at any time after giving the Union thirty (30)-days' written notice.

## ARTICLE 27 UNION SECURITY

### Section 27.1--Union Security.

a. **Current Employee.** An operator who is employed by the Company on the effective date of this Agreement shall as a condition of employment, become and remain a member in good standing of the Union, Amalgamated Transit

Union, AFL-CIO, CLC, Division 757, not later than the thirty-first (31st) day following the effective date of this Agreement or following his date of hire, whichever is later.

b. **Prospective Employee.** An operator who is employed by the Company after the effective date of this Agreement shall, as a condition of continued employment, become and remain a member in good standing of the Union, Amalgamated Transit Union, AFL-CIO, CLC, Division 757, not later than the thirty-first (31) day following his date of hire.

c. **Notification.** The Company shall notify the Union monthly, in writing, of all new hires and terminations of bargaining unit operators.

d. **Enforcement.** In the event an operator, due to his own negligence, fails to apply for or to main in his membership in the Union, the Union may give the Company written notice of such failure, and the Company shall, not later than fourteen (14) days following receipt of such written notice, remove the operator from all work schedules, and refrain from assigning the operator to perform bargaining unit work until he returns to good standing with the Union.

e. **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 fees, arising out of any action taken or not taken by the Company with respect to this section.

### Section 27.2-Check-off.

a. **Pay Deduction.** The Company shall deduct from the regular payroll each month all uniformly required initiation fees, and all dues and assessments for the current month, from an operator who has voluntarily notified the Company, in writing, of his desire and authorization for the Company to make such deductions. The Company shall remit all monthly dues and assessments to the financial secretary-treasurer of the Union.

b. **Indemnification.** The Union shall indemnify and shall hold the Company-harmless against any and all claims, suits, demands, charges, complaints, or other causes of action, and any related attorney fees, arising out of any action-taken or not taken by the Company with respect to this section.

## ARTICLE 28 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 28.1.** 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 28.2.** The Joint Labor-Management Committee will have as its purpose and shall give consideration to such matter

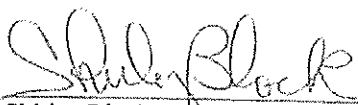
as to develop a spirit of cooperation between the employees and the Employer, the responsibility for success rests equally with both parties, to strengthen employee morale, to develop effectiveness in the workplace and a continuing campaign to become more competitive within the industry.

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

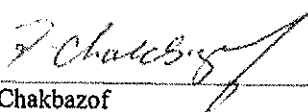
AMALGAMATED TRANSIT UNION,  
DIVISION 757

FIRST TRANSIT, INC.



Shirley Block  
President-Business Representative

DATE: 10/21/18



Fadi Chakbazof  
Senior Vice President

DATE: 10/27/18

**Amendment  
Beaverton Collective Bargaining Agreement Ratified and Effective May 30, 2012**

Merlo Location 2055 SW Merlo Ct Beaverton, Or 97006

11/29/2012

- One-time attendance points wiped clean everyone starts over.
- The company will make available to all members long term disability insurance to be paid by the members.
- Add additional step to the safety bonus schedule at 6 months members who qualified under current guidelines would receive a \$ 125.00 bonus fulltime \$62.50 part time. That is an annual increase of \$250.00 to the bonus plan for fulltime and \$125.00 for part time *as outlined below.*

FT Employees that qualify for twelve consecutive months of bonuses - Additional \$250.00 (As shown below)

	Monthly	Monthly	Quarterly	Monthly	Monthly	6 Month	Monthly	Monthly	Quarterly	Monthly	Monthly	Annual
	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$275.00	\$0.00	\$50.00	\$150.00	\$0.00	\$50.00	\$25.00
Previous						\$150.00						
						\$400.00						

PT Employees that qualify for twelve consecutive months of bonuses - Additional \$125.00 (As shown below)

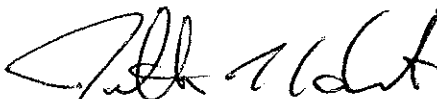
Monthly		Monthly Annual	Quarterly	Monthly	Monthly	6 Month	Monthly	Monthly	Quarterly	Monthly	Monthly
\$287.50	\$25.00	\$25.00	\$75.00	\$25.00	\$25.00	\$137.50	\$25.00	\$25.00	\$75.00	\$25.00	\$25.00

- It is understood that section 20.6 of the ratified CBA sunset July 1, 2011 and no future holiday bonuses will be issued by the Company.
- Upon ratification of this amendment retro pay as described in the CBA ratified May 30, 2012 will be issued on payroll checks issued December 21, 2012 to all employees then actively on the Company's payroll


AMALGAMATED TRANSIT UNION,  
LOCAL 757

  
\_\_\_\_\_  
Bruce Hansen

Dated 12-6-12

  
\_\_\_\_\_  
Jonathan Hunt

FIRST TRANSIT, INC.

  
\_\_\_\_\_  
Nick Promponas, Senior Vice President

Dated 12/14/12