

LOCAL 689, AMALGAMATED TRANSIT UNION

AND

**FIRST TRANSIT, INC. (FIRST GROUP)
MetroAccess Contract Operation**

COLLECTIVE BARGAINING AGREEMENT

First Transit, Inc. ("First Transit," "the Company," or "the Employer") and Local 689, Amalgamated Transit Union ("Local 689" or "the Union") now agree and establish the following terms and conditions between them.

PART I. GENERAL PROVISIONS

Section 1 - Recognition.

The Company, pursuant to the certification of the National Labor Relations Board, Case No. 5-RC-112000, recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all full-time and regular part-time drivers, road supervisors, dispatchers, maintenance technicians, maintenance workers, utility clerks, utility workers, mechanics, mechanics tech II, lead technicians and gatekeepers employed by the employer at its Capitol Heights, Maryland facility; but excluding all office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act.

Section 2 - Term.

This agreement shall be in effect from April 1, 2017 through June 30, 2020, and from year to year thereafter, unless either party notifies the other, no later than April 30, 2020, of its intention to end or revise the agreement.

Section 3 - Non-Discrimination.

The Employer agrees not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's

race, color, religion, sex, age, national origin, sexual orientation, veteran status, or other protected class under applicable federal, state or local laws. The employer agrees not to discharge or discriminate in any way against any employees for Union activities or Union membership.

Section 4 - Successorship.

This agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any merger, transfer, assignment or any other disposition of the Employer herein, or by any change geographical or otherwise in the location of the Employer herein. The employer agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization or ownership.

Section 5 - Severability.

If any provision of this Agreement shall be held invalid or in conflict with any Federal or State law, the remainder of the Agreement shall not be affected thereby.

Section 6 - Management Rights.

- A. The Union recognizes the right and responsibility of the Company to manage its facility and to direct its working forces. Any of the rights, powers, prerogatives, and authority that the Company had prior to signing this agreement are retained by the Company unless specifically abridged, delegated, granted or modified by this Agreement.
- B. Such rights and functions include, but are not limited to, (1) full and exclusive control of the management of the Company, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the rights to change or introduce new and improved operations, methods, processes, means or facilities and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; (5) the right to establish reasonable work and attendance rules, regulations, policies and procedures, the right to implement an employee handbook, and the right to modify or change existing rules and regulations from time to time; and (6) the

right to determine the qualifications of employees and to suspend, discipline, and discharge employees for just cause, and otherwise to maintain an orderly, effective and efficient operation.

- C. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the Company shall not be construed to mean that any right is waived. Nonetheless, the parties recognize that the Union has not waived its right to request bargaining over mandatory subjects of bargaining.

Section 7 - Union Rights.

- A. All employees employed by the Company on the date of ratification of this Agreement or coming to work for the Employer after the date of ratification shall within thirty (30) days after the ratification or after his/her date of hire, whichever is later, become a member of the Union and shall remain a member in good standing throughout his/her employment with the Employer.
- B. The Company will deduct from the wages of the Employees the initiation fees and dues and arrearage uniformly required by the Union, provided that it has a written authorization in a form authorized by law from the Employee.
- C. Upon failure of any Employee to tender his/her initiation fee or dues to the Union within the period, and under the conditions specified above, the Union shall notify the Employer in writing of such failure, and the employer shall, upon receipt of such notice, and not more than thirty days thereafter, discharge such Employee.
- D. The Company agrees to provide two bulletin boards (one for maintenance and one for operations) for the Union to post notices. The bulletin boards shall be opened only by the Union, except that there will be no defamatory messages.
- E. The Company shall allow the Union the opportunity to make a presentation to newly hired employees for 30 minutes of unpaid time.
- F. With reasonable advance notice, the Company shall grant time off without pay to employees for Union business.
- G. Union Officers who are not Employees may enter the property to conduct Union business so long as they provide notice to the Company before visiting the Company facility and do not interfere with employees who are at work.
- H. Union Officers are not to be paid by the Company for Union work, except when a meeting is requested by management during the Union officers' scheduled work time.

- I. On a quarterly basis, the Union will receive an updated seniority list of the bargaining unit indicating classifications. On a monthly basis, the Company will send the Union a list of employees for whom dues are deducted.
- J. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Company with regard to the provisions of this Article.

Section 8 - No Strike/No Lockout.

- A. It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction or participate in any strike (sympathy or otherwise) sit-down, stay-in, walkout, stoppage, or any curtailment of work, and provided further that there shall be no lockout of employees by the Company, and all disputes will be arbitrated (except those pertaining to the terms to be included in a new collective bargaining agreement).
- B. In the event that any of the Employees violates the provisions of the above paragraph, the Union shall immediately take action and use every means at its disposal to prevent the conduct and continuance of any such action.
- C. Any Employee or Employees found guilty of participating in such actions shall be subject to immediate discipline up to and including discharge.

Section 9 - Discipline.

- A. The Company shall issue discipline only for just cause. Employees will be notified in writing of any entry made in their file at the time it is made and will, upon request, be given a copy of all entries. Employees may comment upon any entry in their file by adding to the file or may grieve against any entry. Non-safety related disciplinary actions shall be considered for progressive disciplinary purposes for 12 months. Safety-related disciplinary actions will be considered for progressive discipline purposes for 36 months.
- B. The Company shall have the right to employ from any source a probationary (new) employee. Such employee shall be classified as a probationary employee for a ninety (90) calendar day probationary period and shall work under the terms of this Agreement. The probationary period may be extended an additional thirty (30) calendar days by written mutual agreement. The Company must notify the Union and the Employee prior to such extension and the Employee, the Union and the Company must sign the agreement. During this probationary period, the Employer shall have the right to terminate such probationary employee without recourse by the Employee or the Union to the grievance and arbitration procedure.

- C. Discipline shall be administered after written notice to the Employee of the precise charges and an investigation of no longer than 10 working days after the Company has knowledge of the incident. Upon request, the Union and Employee will be provided any evidence which the Company relied upon to determine discipline. When employees are placed on administrative leave pending investigation, such employees shall be made whole if they are exonerated upon the Company's completion of the investigation.
- D. During a disciplinary interview, the employee under investigation will be provided Union representation upon request and reasonable delay to obtain a steward or other representative.

Section 10 - Grievance and Arbitration

- A. A grieving party has ten (10) working days to file a grievance after discipline is issued or learning of an alleged contract violation. This period may be extended by five working days if the grieving party opts to attempt to resolve the matter with a verbal conference with management. After a grievance has been filed, the parties will promptly convene a Step 1 meeting and, if necessary a Step 2 meeting.
- B. The responding party shall reply to the grievance at Step 1 within 10 working days after the Step One meeting.
- C. The grievance may be appealed to Step 2 within 10 working days of the Step 1 denial.
- D. The responding party shall reply to the grievance at Step 2 within 10 days after the Step 2 meeting.
- E. The Union shall have 60 days to invoke arbitration after the Step 2 denial. Should arbitration be invoked, each party shall choose one representative to participate in a tripartite arbitrator panel. The third arbitrator shall be chosen from a list of five arbitrators provided by the American Arbitration Association. The AAA involvement shall be limited to supplying the list of five arbitrators. The representatives shall alternately strike names from the list in order to choose the third member of the tripartite arbitration panel. Any determination by the panel shall be by majority vote and shall be final and binding upon the parties. All fees and costs of the arbitration proceeding will be shared equally by the parties, though costs associated with witnesses, counsel and exhibit preparation will be borne solely by the respective parties.
- F. It is the intent of the parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. If the responding party does not respond within the time limits provided herein, the grieving party may appeal the grievance to the next step.

PART II. SENIORITY AND WORK SELECTION

Section 11 - Seniority.

Seniority will be based on continuous service from date of hire by First Transit or a predecessor in MetroAccess service. When hire dates are the same, relative seniority shall be based on the lower Social Security Number (last four digits only).

Section 12 - Work Selection.

- A. Each year, there shall be at least one Operator run bid. The Company shall post available work schedules and employees may select their schedule in order of seniority. The bid shall be completed by May 15 with the new schedule effective by the first full week of June unless the parties agree to other dates.
- B. Non-Operator bids will be conducted in September, without constraint on the number of shifts or employees on each shift.
- C. Layoff will be conducted by classification in reverse order of seniority. Recall will be in seniority order with two weeks' notice. The recall list shall be maintained for at least two years after lay-off.
- D. When an Employee leaves employment or is absent for illness, injury or other extended leave for over 30 days, their assignment shall be posted for bid and filled within 10 days. The run of the person who takes the new assignment shall be posted for bid. However, any vacancies unfilled after bidding or vacated after the second selection may be assigned by the Company to new employees, who shall select from available work in order of seniority when more than one run is open at the same time. The Company shall not be required to post the same run for bid more than once in a rolling six-month period.
- E. An employee returning from approved leave exceeding 30 days may bump onto any run held by an employee junior to them, who may bump in turn. After the second bump, the bumped employee must select an open run.
- F. Work on a scheduled day off shall be assigned from a daily volunteer list which will be posted in advance. Assignments from the daily list shall rotate in seniority. If there are an insufficient number of available operators from the daily list, management may ask for volunteers. If an insufficient number of volunteers are available, management may compel overtime on an employee's day off in order of reverse seniority
- G. A Shop Steward (or another Local 689 representative appointed by the President/BA) will be present at all bids. .

PART III. HOURS OF WORK

Section 13 - Run Design

- A. Except for limited circumstances in the subsequent paragraphs C and D or for paid leave, all employees will be paid for their actual work hours.
- B. All positions other than Driver shall be scheduled to work at least 40 hours per week. Each work week shall begin at midnight, at commencement of each Sunday.
- C. At least 75% of Drivers will be scheduled to work at least 35 hours per work week. Employees scheduled to work 35 hours per week will be paid at least 35 hours per week, if they come to work as scheduled and complete or are available to complete their selected work and any other actual work hours the Company may assign them up to 35 hours. When an employee who is scheduled for at least 35 hours has a portion of his/her work canceled, the Company shall have the right to assign that employee new work that week up to 35 hours regardless of the employee's seniority (notwithstanding Section 12).
- D. At least 50% of Drivers will be scheduled to work at least 40 hours per work week. Employees scheduled to work 40 hours per week will be paid at least 40 hours per week, if they come to work as scheduled and complete or are available to complete their selected work and any other actual work hours the Company may assign them up to 40 hours. When an Employee who is scheduled for at least 40 hours has a portion of his/her work week canceled, the Company shall have the right to assign that employee new work that week up to 40 hours regardless of the employee's seniority (notwithstanding Section 12).
- E. Standby runs shall be scheduled for a minimum of three (3) hours work per day.
- F. Safety meetings will be paid, if mandatory, and scheduled to take place on an employee's picked work day, if possible.

Section 14 - Overtime.

Overtime at the rate and time and one-half shall be paid for all work hours over 40 in a work week.

Section 15 - Full-Time Definition

Full-time employees will be defined for purposes of this agreement as those who work, on average, 30 hours or more per week, as defined in the PPACA.

PART W. PAID LEAVE

Section 16 - Holidays.

- A. Holiday Pay shall be 8 hours of pay, guaranteed for all full-time employees as provided herein.
- B. Employees who work on a holiday shall receive straight-time pay for actual hours of work on a holiday, on top of the 8 hour holiday pay.
- C. An employee who is absent from work on a holiday when scheduled to work, or similarly is absent on their last scheduled work day before or their first scheduled work day after a holiday, shall not be eligible for holiday pay.
- D. Full-time Drivers shall receive the following Holidays between October 1, 2015 and December 31, 2016:

- New Year's Day
- Martin Luther King Jr. (Effective January 1, 2018)
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- E. All other classifications (and, effective beginning on January 1, 2017 and thereafter, full-time Drivers) shall receive the following Holidays:

- New Year's Day
- Martin Luther King Jr. (Effective January 1, 2018)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Section 17 - Funeral/Bereavement Leave.

- A. The Employer recognizes the need for time off when an Employee loses an immediate family member. All employees will be granted funeral leave in accordance with this Section.
- B. Funeral Leave will be paid for up to three scheduled working days, which shall be consecutive and include the day of the funeral, unless exceptional circumstances exist. If an employee is called away from work for bereavement, they will be paid for

the balance of the day. Pay is based on regularly scheduled straight-time hours at the current rate of pay.

- C. An Employee should notify their supervisor of the anticipated time needed off work along with funeral arrangement information. Employees may take time off beyond the paid bereavement leave, with a supervisor's approval, when there are extenuating circumstances, such as travel distance to a funeral. Additional time may be taken as vacation or time off without pay.
- D. Immediate Family includes spouse or domestic partner, parent, parent in-law, sister, brother, grandparent, child or grandchild, or any person who legally acted in one of the above capacities, or any other relative who lived at the employee's residence. Part-time employees receive paid leave only for a spouse, parent or child.
- E. The Employer may require documentation to verify the status of any relative or person who stands in place of a relative, or to verify that the deceased actually resided with the Employee.
- F. If an Employee is on Vacation at the time of death in the immediate family, he/she may request a reclassification of vacation time to bereavement time for time used in preparing for and attending the funeral.

Section 18 - Vacation

- A. Full-time drivers shall receive paid vacation according to the following schedule:
 - One (1) week after one (1) year of service.
 - Two (2) weeks after three (3) years of service.
 - Three (3) weeks after ten (10) years of service.
- B. All other employees shall receive paid vacation according to the following schedule:
 - One (1) week after one (1) year of service.
 - Two (2) weeks after three (3) years of service.
 - Three (3) weeks after five (5) years of service.
 - Four (4) weeks after ten (10) years of service.
- C. Effective June 30, 2018, all full time employees shall receive paid vacation according to the following schedule:
 - One (1) week after one (1) year of service.
 - Two (2) weeks after three (3) years of service.
 - Three (3) weeks after five (5) years of service.

Four (4) weeks after ten (10) years of service.

- D. Years of Service shall include years of continuous employment with First Transit or its predecessor in MetroAccess operation.

PART V. PAY AND BENEFITS

Section 19 - Wages

- A. Effective October 1, 2015, Drivers' base rate shall be \$14.00 per hour. Any driver who is earning under that amount will be increased to \$14.00 per hour on that date.
- B. Effective October 1, 2015, Utilities' base rate shall be \$13.50 per hour. Any Utility who is earning under that amount will be increased to \$13.50 per hour on that date.
- C. Wage rates of all other employees (i.e., those wage rates unaffected by the increases set forth in paragraphs A and B of this section) will be increased by 3%, effective on October 1, 2015.
- D. All rates will be increased 3%, effective on July 1, 2016.
- E. If there arises a discrepancy regarding the number of hours worked during a given pay period, an employee will be given his/her manifest cover sheet or time card upon request.

Section 20 - Insurance.

- A. The Company will offer full-time non-probationary employees a PPACA-compliant comprehensive health insurance plan. Enrollment will be according to the terms of the plan. The Company will contribute 75% of the employee-only premium of the base plan. The base plan is the PPACA-compliant plan offered by the Company with the least expensive premium. The Company will contribute the same dollar amount toward the employee + 1 premium and the employee + family premium that it contributes to the employee-only premium. Employees will be responsible for the remainder of the premium.

The Company may offer other more expensive health insurance plans in addition to the base plan. The Company will contribute the same dollar amount toward the premium of the more expensive plans that it contributes to the base plan. Employees will be responsible for the remainder of the premium.

- B. The Employer will provide life insurance for each employee with a benefit of \$10,000 at no premium cost to the employee.
- C. Each employee may join the employer's dental plan at the employee's own expense.
- D. Enrollment will be conducted during an open period immediately following ratification of the agreement and, thereafter, as defined in the terms of the Plan.

Section 21 Sick Leave

Effective January 1, 2018 - All full time employees who have completed their probationary period shall receive two (2) sick days per calendar year. There is no carry over or pay out of paid sick time.

Effective January 1, 2019 - All full time employees who have not completed their probationary period shall receive five (5) sick days per calendar year. There is no carry over or pay out of paid sick time.

Section 22 - Retirement.

Employees will be permitted to contribute to the ATU 401(k) plan through payroll deduction.

Section 23 - Other Benefits.

- A. Upon completion of Training, uniforms consisting of five shirts, three pair of pants and 3 season jacket effective June 30, 2018 will be provided by the Employer at no cost to the Employee and replaced by the Employer as needed.
- B. The Employer will provide insulated coveralls for all maintenance employees and rain jackets for utilities.
- C. The Employer will reimburse Technicians up to \$100 each year for the cost of steel-toed safety shoes that meet impact/crushing, chemical and slip resistant requirements, and will provide and clean all maintenance employees' uniforms.
- D. The Employer will equip vehicles with EZ Pass to allow for quicker service.
- E. Upon receipt of a camera ticket from WMATA, the Company will pay the fine in a timely manner so as to avoid unnecessary penalty, and the Employee will reimburse the Company for the fine within 14 days of being notified. If the employee fails to reimburse the Company; the Company is authorized to deduct the cost of the fine(s) from the employee's payroll.

- F. The employer will provide Maintenance Technicians with an annual tool allowance payable June 30th of each year.

\$150.00 - June 30, 2017
\$175.00 - June 30, 2018
\$200.00 - June 30, 2019


Section 24 - Pay Differentials

- A. Drivers performing cadet training shall receive \$.50 per hour for all hours worked as a cadet trainer.

AGREED AND AFFIRMED



Paul O'Brien
Regional Vice President
First Transit, Inc.
Date: 04-19-17



Esker Bilger
Financial Secretary-Treasurer
Local 689, Amalgamated Transit Union
Date: 4-19-2017

Current Pay Rate	First Pay Period in April 2017 following ratification	June 30, 2018	June 30, 2019
Road Supervisors			
\$18.04	\$18.90	\$19.27	\$19.85
\$16.97	\$18.00	\$18.36	\$18.91
\$18.75	\$18.90	\$19.27	\$19.85
\$18.35	\$18.90	\$19.27	\$19.85
\$16.45	\$18.00	\$18.36	\$18.91
\$20.55	\$20.96	\$21.38	\$21.80
Service Employees			
\$17.31	\$17.66	\$18.01	\$18.55
\$13.91	\$14.19	\$14.47	\$14.91
Dispatchers			
\$15.39	\$17.12	\$17.46	\$17.81
\$18.77	\$19.14	\$19.52	\$19.91
Gate Keepers			
\$15.91	\$16.23	\$16.55	\$16.88
\$13.91	\$14.19	\$14.47	\$14.76
Trainers			
\$17.40	\$17.75	\$18.10	\$18.65
\$15.91	\$17.28	\$17.63	\$18.15
\$18.20	\$18.56	\$18.94	\$19.50
\$19.60	\$19.99	\$20.39	\$21.00
A Technicians			
\$29.85	\$30.30	\$30.75	\$31.37
\$24.72	\$25.09	\$25.47	\$25.98
B Technicians			
\$24.56	\$25.30	\$25.80	\$26.32
\$22.66	\$24.56	\$25.05	\$25.55
C Technicians			
\$24.00	\$24.36	\$24.73	\$25.10
\$24.44	\$24.81	\$25.18	\$25.56
\$27.83	\$27.83	\$28.11	\$28.53
\$28.70	\$28.70	\$28.99	\$29.42

During year 1 (April 2017 - June 29, 2018) of the CBA, employees will receive the rate on the scale based on years of service as of April 1, 2017	
Operator Wage Scale	
Effective the 1st pay period following ratification	Wage
Training Wage	TBD by Company
0-1 year	\$16.00
After 1 year	\$16.25
After 2 year	\$16.50
After 3 year	\$16.75
After 4 year	\$17.00
After 5+ years	\$18.00

During year 2, a wage progression scale will be implemented with increases occurring on the employee's anniversary date. Example: If employee's anniversary date falls prior to June 30, 2018, the anniversary increase will not be applied until June 30, 2018. Thereafter, all increases will occur on the employee's anniversary date.	
June 30, 2018	Wage
Training Wage	TBD By Company
0-1 year	\$16.32
After 1 year	\$16.58
After 2 year	\$16.83
After 3 year	\$17.09
After 4 year	\$17.34
After 5+ years	\$18.36

June 30, 2019	Wage
Training Wage	TBD by Company
0-1 year	\$16.65
After 1 year	\$16.91
After 2 year	\$17.33
After 3 year	\$17.60
After 4 year	\$17.86
After 5+ years	\$18.91