

**AGREEMENT**

**BETWEEN**

**UNITED SERVICE WORKERS UNION  
LOCAL 455, IUJAT  
(the “Union”)**

**AND**

**FIRST TRANSIT, INC.  
WMATA MetroAccess Operation  
Gaithersburg, MD and Capitol Heights, MD  
(the “Company”)**

**August 27, 2016 through December 31, 2016**

**ARTICLE 1. RECOGNITION**

Section 1. The Company, First Transit, Inc., recognizes the Union, United Service Workers Union, Local 455, I.U.J.A.T. as the sole collective bargaining agent with respect to the rates of pay, wages, hours and other terms and conditions of employment for the WMATA MetroAccess Operation work locations in Montgomery and Prince George’s Counties, Maryland (hereinafter “the bargaining unit”) of all full time and regular part time drivers employed by the Company in the paratransit service business at such Company facilities represented by the Union. The bargaining unit excludes office and clerical employees, dispatchers, schedulers, reservationists, mechanics, utility persons and professional employees, guards and supervisors as defined in the National Labor Relations Act.

**ARTICLE 2. UNION SECURITY**

Section 1. All present employees who are members of the Union on the execution or effective date of this Agreement, whichever is later, shall remain members of the Union at least to the extent of paying Union dues and periodic fees including initiation fees related to representational costs. All present employees who are not members of the Union and all employees hired hereafter, shall become and remain members of the Union at least to the extent of paying Union dues and periodic fees including initiation fees related to representational costs on and after the 31<sup>st</sup> day following the beginning of their employment, or on and after the 31<sup>st</sup> day following the execution or effective date of this Agreement, whichever is later.

Section 2. In the event an employee covered by this Agreement is declared by the Union not to be in good standing, the Union shall notify the Company in writing of such fact and

the parties shall have ten (10) business days' time to adjust the matter. Should the matter not be adjusted within the allotted time, and then the employee in question shall be discharged from the employ of the Company. For the purpose of this section, "good standing" shall mean the payment of union dues and initiation fees required to obtain or maintain membership in the Union. The Company shall be held harmless for actions requested by the Union for actions taken by the terms of this Article.

Section 3. The shop steward shall be notified by the Company when a new employee is hired.

### **ARTICLE 3. CHECK OFF**

#### **Section 1 – Check-Off Authorization**

a) The Employer shall deduct from each employee an amount equal to the initiation fees and membership dues uniformly required as conditions of acquiring and retaining membership in the Union, provided that the employee has duly signed, dated and delivered to the Employer, the written authorization form for such deductions set forth below in this Section 1 (a). The Employer will notify the Union of any revocation of an authorization by an employee.

"I hereby authorize and direct my Employer to deduct from my wages and to pay over to **UNITED SERVICE WORKERS UNION, IUJAT, Local 455**, such amounts, including Dues and Initiation Fees (as Membership Dues) in said Union, as may be established by the Union and become due to it from me during the effective period of this authorization.

This authorization may be revoked by me as of any anniversary date hereof, or termination date of the Collective Bargaining Agreement, whichever occurs sooner, by written notice signed by me. This authorization shall automatically renew itself unless written revocation is submitted."

b) Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

Section 2. The Company on request from the Union shall provide to the Union listings of new employees showing the employee's name, address, date of hire, classification, and rate of pay.

Section 3. The Company will deduct union dues for all employees covered by this agreement provided the employee has completed the ninety (90) day probationary period and submitted the authorization form in a timely manner.

## **ARTICLE 4. HOURS OF WORK**

Section 1. A Full Time employee is defined as an employee regularly scheduled to work at least thirty-six (36) hours in a workweek. A Part Time employee is defined as an employee regularly scheduled to work less than thirty-six (36) hours in a workweek. When a full time seniority vacancy occurs, as determined by the Company, it shall first be offered to a part-time driver in seniority order before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

Section 2: Subject to customer demands, the estimated workday for shift bid purposes shall be 8 to 12 hours of work. The estimated workweek for shift bid purposes shall consist of four or five workdays.

Section 3. The Company may employ part-time employees.

Section 4. No provision herein shall be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week.

Section 5. Where operationally feasible and subject to customer demands, the company will endeavor to provide a 30 minute lunch break, mid-tour, for each driver scheduled to work eight (8) or more hours on a single run. Scheduled breaks should be taken in the area of the driver's last scheduled drop off before the break or in route to the next scheduled passenger pick up. The driver should radio into base advising the start of a break and completion of the break.

Section 7. Providing they report to work on time, Drivers will be paid from their scheduled time to report. Such report time is to be determined by the Company. Drivers shall be paid for their time worked, including time spent performing pre-trip and post-trip duties assigned by the Company.

Section 9. If an investigation establishes that an employee removed from service without pay was not guilty of an infraction warranting the time removed from service, the employee will be made whole for the unwarranted time held out of service. The employee may be required to report to work for other non-passenger driving work and retraining.

Section 10: In the occurrence of an event or incident that causes a driver to be removed from service early due to circumstances both (a) outside the control of the driver and (b) within the control of the Company, said driver shall be returned to base and be placed on standby for remainder of their scheduled day

**ARTICLE 5- WAGES**

Training Wages for drivers in training will be determined by the company for the term of the agreement.

Wages:

<u>Rates of Employees Prior to Ratification</u>	<u>New Rate (effective at ratification)</u>
\$12.25 or less	\$13.14 (New Starting Rate)
\$12.75	\$13.50
\$13.00	\$13.75
\$13.60	\$14.35
\$14.00	\$14.75
\$14.30 or more	3.5% Increase

In addition to the wage increases set forth in the table above (which are effective at ratification), employees shall receive a 1% wage rate increase effective January 1, 2014. Thus, in the first year of the Agreement, employees will receive two wage rate increases: one effective at ratification and one effective January 1, 2014.

Effective January 1, 2015, employees shall receive a 2% wage rate increase.

Effective January 1, 2016, employees shall receive a 2% wage rate increase.

All wages must comply with the WMATA livable wage and may be adjusted annually, on January 1 of each year. The starting rate for operators will be the current WMATA livable wage.

Cadet/BTW Training – Employees performing Cadet Training or BTW will be paid an additional \$0.50 per hour while performing the Cadet Training duties.

Bonus – Upon ratification, all employees who have completed at least one year of service shall receive a one-time payment of \$250.

## **ARTICLE 6. OVERTIME**

Section 1. One and one half (1 ½) times the hourly rate of pay will be paid for all work performed in excess of forty (40) hours in one (1) workweek for those employees performing non-exempt work according to the Fair Labor Standards Act.

Section 2. Overtime payments shall not be duplicated for the same hours worked by an employee and to the extent that hours are compensated for at overtime rates, they shall not be counted as hours worked in determining overtime pay. Holiday Pay shall not be counted towards overtime.

Section 3. The Company shall be the sole judge of when overtime work is required.

Section 4. In the event overtime work is required, and an insufficient number of employees are available to do the work, the Company will assign overtime work to be worked in the reverse order of seniority among qualified employees on duty. If such employee(s) refuses to perform such work, he shall be subject to appropriate disciplinary action by the Company.

Section 5. The Company and the Union agree to review overtime practices as needed from time to time.

## **ARTICLE 7. HOLIDAYS**

Section 1. Only full-time employees shall be eligible for paid holidays per the schedule below:

<6 months	No Holidays
6mo to <12 mo	2 Holidays – Christmas and Thanksgiving
12 mo. to <24 mo.	3 Holidays – same 2 above plus New Year's Day
24 mo to <36mo	4 Holidays – same 3 above plus July 4
36 mo to <48 mo	5 Holidays – same 4 above plus Memorial Day
48 mo to <60 mo	6 Holidays – same 5 above plus Labor Day
60 mo +	7 Holidays – Same as above plus MLK Day

Section 2. Holiday pay shall be between eight (8) hours to twelve (12) hours based on the employees regularly scheduled tour on the day of the holiday.

Section 3. Any employee who fails to work on a holiday when scheduled to do so, shall not be entitled to holiday pay, and an employee must work as scheduled or assigned on their work day before and their work day following the holiday to be eligible for holiday pay.

Section 4. Scheduled holidays will be observed by the Company on the legally authorized day upon which they fall. In the event of conflict between federal law and state or local law as to observance, the date the holiday is observed by WMATA shall prevail.

Section 5. For those employees who are scheduled to work on a recognized holiday, they must work as scheduled, except when granted the day off. A holiday sign up list shall be posted for employees to indicate their desire to work; selection for work shall first be made on basis of seniority. However, for Christmas, those working Thanksgiving will be removed, if they so desire, from the list posted. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work on the holiday. Employees who work on the day a holiday is observed shall receive their regular rate of pay for that day, plus holiday pay at straight time if eligible.

### **ARTICLE 8. VACATIONS**

Employees earn vacation at the following rates:

Upon completion of one (1) year	40 hours
Upon completion of three (3) years	80 hours
Upon completion of ten (10) years	120 hours

Unused vacation days, up to the above accruals, will be paid on an employee's leaving the employment of the Company. Employees must have completed one year of employment to be eligible for vacation time to be paid out.

Vacation Schedule – The Company shall prepare and post by December 1 of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1 of the year which vacation is to be taken for the purpose of scheduling vacation in one week time increments. During the year, an employee may request vacation days in one (1)-day increments provided a ten (10) day notice is given and less than four (4) employees have already been approved for that day. The Company shall develop a procedure allowing eligible employees to select their vacations, according to their seniority. Only four (4) employees will be allowed to schedule time off for vacation days on the same day unless operationally approved by the

Company.

## **ARTICLE 9. SENIORITY**

FIRST TRANSIT SHALL HONOR SENIORITY DATES AND TENURE FOR ALL INCUMBENT DRIVERS PREVIOUSLY EMPLOYED IN WMATA METROACCESS SERVICE IF THEY ENTER EMPLOYMENT WITH FIRST TRANSIT WMATA METROACCESS NO LATER THAN SEPTEMBER 15, 2013.

Section 1. Required qualifications to perform the work being equal, seniority shall prevail in the reduction of forces and the restoration of forces and the restoration of employees, provided that the employee with greater seniority is ready, willing and able to perform the work available.

- (a) Seniority preference will prevail for full time employees, and full time employees shall be considered the higher classification.
- (b) Extra work assignments shall be routinely posted. Full time drivers will be given first opportunity for extra work assignments. Extra work assignments shall be assigned on the basis of rotating seniority of those who sign up for such work. When a full time driver is projected to work overtime based on his remaining scheduled hours in a week, that driver shall be removed from the extra work assignment list for that particular week. Once a Driver is awarded an extra work assignment, such assignment shall not be taken away as long as the Driver is willing and available to perform the assignment. Part timers may sign up for extra shifts along with regular postings but all Full Time Drivers signing up for the same work shall have bid seniority over Part Time Drivers extra work assignments.

Section 2. The Company will maintain separate seniority lists for full time and part time employees for each classification at each location.

Section 3. The right of any employee to be recalled hereunder, after a previous reduction in the work force, shall expire after a period of one (1) year from the last day worked, or an amount of time equal to the employee's accumulated seniority, whichever is less. The Company will notify eligible employees of restoration of the work force by mailing certified mail a notice of such restoration to the employee's address, which appears on the records of the Company. If an employee fails to inform the Company of his desire to return to work within forty-eight (48) hours after the Company has given the notice provided herein, the Company shall be under no obligation to recall such employee.

Section 4. Any employee who has been transferred on a permanent or temporary basis and remained outside the bargaining unit for more than ninety (90) days shall lose his seniority. Employees transferred out of the bargaining unit on a temporary or permanent basis shall continue to accumulate seniority during the period of such temporary assignment. The term “temporary” in this section shall mean up to ninety (90) calendar days.

Section 5. The Company will exercise its rights to assign employees specific shifts as required. At least once a year, the Company will post a notice of all shifts available and employees shall select the shift they desire on the basis of seniority. Additional shift picks each year may be conducted by the Company at its discretion. Employees may only pick for shifts based on their seniority.

Section 6. Probationary Period: All new employees shall be employed on a probationary status during the first ninety (90) calendar days. An employee on probation may be discharged for any reason and such discharge shall not be subject to further recourse in any proceeding. When the probationary period has expired, the employee’s seniority shall be computed from the date on which the employee completed training and received customer approval to enter revenue service. Since training periods will vary, this period is probationary. After completion of training, the first ninety (90) calendar days of revenue service are deemed probationary under this agreement. In the event that multiple employees enter revenue service the same day, seniority order will be determined by the date of application.

TRANSFERS: Openings at other First Transit WMATA Metro Access locations shall routinely be posted at each location. Transfer requests shall be granted on the basis of seniority and the Company shall not unreasonably deny transfer requests. Opportunities to transfer shall not unduly interfere with operations at the facility driver is transferring from.

## **ARTICLE 10. COMPANY MANAGEMENT**

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 the signing of this Agreement are retained by the Company unless specifically abridged, delegated, granted, or modified by this Agreement.

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 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; (6) the right to determine the qualifications of employees and to establish job duties and classifications; and (7) the right to suspend, discipline, and discharge employees, and otherwise to maintain an orderly, effective, and efficient operation.

The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, the Company will provide a 14 day notice to the union and will provide a 7 day notice to employees at the location prior to the rule taking affect. The Company will meet with the Union to discuss the rule, if requested. The Company will provide each employee with a copy of the Company Rules and Regulations.

The above enumeration of management rights is not exhaustive 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.

#### **ARTICLE 11. GRIEVANCE PROCEDURE & ARBITRATION**

A. For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement or a claim by the Union that an employee was disciplined without just cause.

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

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

Grievances concerning suspensions of three (3) or more days, or termination from employment shall be processed at STEP TWO, with seven (7) calendar days permitted for the initial filing of the grievance.

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

In the event the grievance is not resolved at STEP TWO, the Union may refer the Grievance to arbitration by written notice to the General Manager within 30 calendar days following the date of the General Manager's or designee's response in STEP TWO.

Mediation Option- In the event that the grievance process has been unsuccessful the parties may upon mutual agreement defer the arbitration process reflected herein and seek to resolve the grievance by use of Mediation. Agreement to use the mediation process will not negate either party's right to the timely use of the arbitration process should mediation not result in a resolution.

C. After a demand for arbitration has been made, within seven (7) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the Company's premises. The Union shall have the option of suggesting an individual arbitrator, subject to approval of the Company. A decision by the Company to not accept the suggested individual arbitrator shall not be grievable and shall be final. Such action by the Company shall result in the FMCS procedure being followed. The Company and the Union shall, within seven (7) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains. A coin flip will determine which party strikes first at the initial arbitration. At subsequent arbitrations the order of who strikes first shall be alternated. The remaining Arbitrator shall act as the Impartial Arbitrator who shall hear and decide the issue. Either party may request one time a new list of arbitrators at their cost.

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

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

F. The Arbitrator's decision shall be in writing and served on the Company and Union. The decision of the Arbitrator shall be final and binding upon the Company and the Union. In no event may an Arbitrator's decision provide for a back pay remedy in excess of ten (10) workdays prior to the date the underlying grievance was filed.

G. 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. Should the Company respond in an untimely manner to a Grievance at Step One or Step Two according to the time periods set forth above, the Grievance shall proceed to the next step. If the grievance must progress to the next step due to the Company's failure to respond in a timely manner, all time limits shall be extended an additional 30 days. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day.

## **ARTICLE 12. NO STRIKE / NO LOCKOUT CLAUSE**

Section 1. The Union agrees that during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, interference or interruption of production or service. The Union shall take all affirmative action to prevent or stop any such strikes, work slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work may be disciplined by the Company up to and including discharge.

Section 2. In the event of a legal strike at one Company location resulting from the expiration of a Local Agreement, the Union agrees that it will not encourage a strike, work slow-down, or interfere or interrupt production or service at any other Company location, and all employees are required to cross such picket lines and report to work.

Section 3. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## **ARTICLE 13. BENEFITS**

Section 1. *Upon ratification* the company shall make the following fixed monthly contributions to full-time employees selecting medical coverage on the company's plan:

<u>Length of Service</u>	<u>Contribution</u>
0 – 90 days	\$0.00
90 days -12 months	\$125/month
1 year +	\$250/month

The Company and Union recognize that all plans will need to comply with federal law. It is expected that the Affordable Care act will go into effect in 2014. If and when the Affordable Care Act takes effect, the Company will change contributions to ensure compliance.

Section 2. The company shall retain the right to offer alternative medical or vision insurance to bargaining unit members employed by the Company if it presents a more affordable option for the employees. The company will offer the company sponsored dental plan to all bargaining unit employees.

Section 3. Drivers must be employed in full-time service at least ninety (90) days before becoming eligible for benefits.

Section 4. The Company shall provide \$10,000.00 in life insurance and accidental death and disability coverage to active full-time employees who have completed the probationary period.

Section 5. Deductions for the chosen coverage shall be made from the paychecks of full-time employees to cover the employee's share of the coverage chosen. The Company shall not be responsible for any shortages incurred by the employee's failure to earn sufficient amounts to make timely payments for the medical coverage chosen.

#### **ARTICLE 14. BEREAVMENT**

Section 1. In case of death occurring in the immediate family of a full time employee with more than one (1) year of service, payment for time lost due to observance will be approved by the Company up to a maximum of three (3) days.

Section 2. Maximum payment will not be paid when its results in increased pay for the week: as for example, if death occurs over a weekend, holiday or scheduled day off. The elapsed days immediately following death shall be regarded as the days, for which pay must be considered, but only up to and including the date of funeral or burial service.

Section 3. "Immediate Family" shall mean: spouse, child(ren), step child(ren), father, mother, brother, sister, mother-in-law, father-in-law, grandmother, grandfather and step parents.

#### **ARTICLE 15. JURY DUTY**

Section 1. A full time employee called for jury duty shall be excused from his regular duties on the days he is required to appear in court. For any regular scheduled workday in which

time off for jury duty is granted, the employee shall be paid eight (8) hours pay at his straight time hourly rate less any amount received as a jury duty fee, up to a maximum of five (5) days during one period of jury service. The employee will be required to turn over to the Company adequate proof of his jury duty service and any record of compensation received for such jury duty service in order to receive the compensation as provided above.

Section 2. To receive such jury duty pay, the full time employee must have been employed for at least one (1) year at the time of the duty. The employee will complete a time off request and attach a copy of the juror summons no later than 10 days in advance of the report date.

Section 3. The Company shall not be required to pay for jury duty service more than once every two (2) years.

## **ARTICLE 16. GENERAL CONDITIONS**

Section 2. When required by the Company, employees shall attend training sessions to improve their skills. Payment for attendance at such training sessions, whether or not such training session is on the employee's regular scheduled shift, shall be made at the regular hourly rate of pay for the employee's classification.

Section 3. Physicals and Drug Screens - In the event the Company requires an employee to take a physical examination or drug/alcohol screen, the Company will pay the cost of the required physical examination or drug/alcohol screen. The Company retains the right to have an operator examined by a Company physician at the Company's expense to determine an operator's fitness for duty. An employee refusing to submit a medical examination will be subject to dismissal.

Section 4. The employee shall be responsible for costs of care and evaluation should an employee be referred to their own physician or specialist for further care, certification of fitness or evaluation.

## **ARTICLE 17. SHOP STEWARD**

Section 1. The Company recognizes the right of a Shop Steward to act on behalf of employees, provided such Union activities shall not interfere with the normal and regular operations of the Company. The Union agrees to advise the Company in writing of the name of

the Shop Steward who has been authorized to act on behalf of the employees and to notify the Company when changes are made.

Section 2. Should the Shop Steward's attendance be required at a meeting during the Shop Steward's regular work hours, the Shop Steward shall suffer no loss of pay for time spent during the meeting.

Section 3. The Company will provide the Union with space for a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used to post personal notices or any other material not pertinent to official Union business or any material derogatory of the Company or Client. Shop Stewards shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

Section 4. The Shop Steward shall be allowed reasonable time off without pay to attend Union meetings called by the Local Union. The Company shall be given a minimum of forty-eight (48) hours prior notice by the Local Union.

Section 5. Union officials or their representatives not employed by the Company will check-in with the appropriate company officials upon arrival at the work site. The Union representative will not in any manner interfere with the performance of work by the employees.

## **ARTICLE 18. NON-DISCRIMINATION**

Section 1. Whenever "he" is used in this Agreement, it shall mean "he" or "she".

Section 2. The Company agrees that it will not discriminate against applicants for employment, or any present employee, on the basis of race, color, religion, sex, national origin, union membership, age, disability, sexual orientation, marital status, medical condition, status as a disabled veteran, service in the uniformed military services, or any other basis protected under federal, state or local laws.

## **ARTICLE 19. SHIFT BIDS**

Section 1. The Company will offer a general bid for shifts at least once annually. Written notification of each general bid will be made a minimum of two weeks in advance of

the bidding date of each general bid and fourteen (14) days prior to the bid taking effect. Seniority will prevail for bidding assignments. Bidding will be for specific work shifts including days worked, approximate start times and days off.

Section 2. The company will attempt to not have any shift bids during the holiday season (11/17 – 1/03). If service changes dictate changes in a majority of schedules of more than an hour, Union representatives and Company representatives will meet to determine if a schedule change, shift bid or other options will be used.

Section 3. Vacancies will be routinely posted on the Company bulletin board for a minimum of five business days. Written bid selections for a permanent assignment must be submitted to the identified manager before the posted deadline. Each vacancy will be awarded to the most senior driver bidding on the shift bid form. Actual commencement of the new work by the driver who is awarded the vacancy will be dependent upon available staffing for the driver's current work and at the discretion of the Company. The vacancy created by the awarding of a bid shall be filled by another vacancy bid. After FIVE such consecutive vacancy bids, the Company shall have the discretion to fill any remaining vacancy as is operationally efficient.

## **ARTICLE 20. UNIFORMS**

Upon entering revenue service drivers shall be issued a uniform consisting of three (3) pairs of pants, a safety vest and five (5) shirts. A jacket will be supplied upon a driver's first October in service. Replacements will be issued, by the Company, as deemed appropriate. Map books will be provided upon entering revenue service. All items issued will be returned to the Company upon the driver's leaving the employment of the Company. Full uniforms shall be worn, in the manner directed by the Company, when on paid duty for passenger service. Black shoes and black belts are to be worn with uniforms. The dates noted herein are subject to change by the Customer.

## **ARTICLE 21. RETIREMENT PLANS**

Employees may participate in the Company's 401K plan under the terms and conditions of that plan. The Company shall contribute to the Plan on behalf of each employee that elects salary deferral on the following basis: The Company will contribute to the Plan at the rate of 6% of employees' first 10% of contribution. For example if employee contribution is 10% of his/her



pay, the Company will contribute 6% of 10% which is 0.6%. The Company will not make a contribution for any contribution by the employee over the 10%.

### **ARTICLE 22. SICK LEAVE**

All full time drivers will receive Sick days as set forth below:

1 days per year after 1 year of employment

2 days per year after 5 years of employment

### **ARTICLE 23. DRUG POLICY**

Both the Company and the Union recognize the importance of a drug free workplace. It is agreed that the Company's Drug and Alcohol Policy will be applicable to this Agreement. It is also agreed that the Company shall have the right to amend such policy as long as such amendment is in compliance with Federal and State law.

### **ARTICLE 24. MISCELLANEOUS**

#### USE OF PERSONAL GPS

It is understood by both parties that drivers are permitted to use their own personal GPS (no cell phone GPS allowed) to assist with route navigation. Said device is required to be mounted and never held by hand while operating vehicle. Such device must be shown to management for approval prior to being used in vehicle during tour.

### **ARTICLE 25. COMPLETE AGREEMENT**

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

matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence.

## **ARTICLE 26. ALTERATION OF AGREEMENT**

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Company and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

## **ARTICLE 27. SEPARABILITY AND SAVINGS**

Section 1. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement. In the event the parties are unable to agree on a replacement clause, such dispute shall be decided by the signatories to this Agreement.

## **ARTICLE 28. DURATION OF AGREEMENT**

This Agreement shall become effective and binding upon the parties hereto as of the date of ratification, August 27, 2013, and remain in effect through December 31, 2016, and shall renew for periods of one (1) year thereafter, unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate this Agreement on its anniversary date. Such notice must be give in writing at least sixty (60) days before an anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28<sup>th</sup> day of August 2013.

FOR THE COMPANY:

First Transit, Inc

By: Jim McCann RVP

Name: [Signature]

By: [Signature]

Name: Michael Rademacher

FOR THE UNION:

United Service Workers Union,  
Local 455, IUJAT

By: [Signature]

Name: Mike Jones BA USUW Local 455

By: [Signature] BA  
Local 455

Name: Henry George