

**Collective Bargaining Agreement**  
**Between**  
**First Transit**  
**And**  
**International Union of Operating Engineers Local 428 AFL-CIO**  
**Mesa & Tempe Locations**

**January 1, 2017 to December 31, 2021**

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## **AGREEMENT**

This Agreement is entered into by and between **First Transit, Inc.**, hereinafter referred to as the "Company", and the International Union of Operating Engineers Local 428, AFL-CIO, hereinafter referred to as the "Union".

### **ARTICLE 1 INTENT AND PURPOSE**

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

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

**Section 1.3:** A spirit of cooperation between the employees and Company is essential to the efficient operation. All parties involved in the application, administration and abiding by this Agreement shall conduct themselves as to promote cooperation. The responsibility for a successful relationship rests equally with the Company and the employees. In this spirit, the Company and the Union agree that they will abide by the following:

- A. Provide fair treatment of said employees regardless of union affiliation.
- B. Provide for the amiable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- C. The labor-management meetings shall be held monthly and the purpose of these meetings shall be held for the resolution of various topics as they arise consistent with this Agreement. The meetings may be mutually agreed on to be cancelled or rescheduled. The Joint Labor Management Committee shall not have the authority to modify, alter or amend provisions of this Agreement.
- D. All employees shall endeavor to treat each other with respect and offer full support in the performance of their duties.
- E. The parties agree that their mutual interest is enhanced when they endeavor to work jointly to resolve those issues that affect the company and its employees.
- F. The employees shall endeavor at all times to perform their duties in an efficient

manner; they shall operate and handle the Company's equipment and facilities carefully, safely and with the utmost regard to the safety of passengers, the general public and the equipment entrusted to their care; they shall operate and handle the Company's vehicles at all times in full compliance with the current traffic laws and rules of the Company; to the end that the Company's service may improve and grow; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest.

- G. The parties agree that they will treat one another's representatives with dignity and respect, and that employees and supervisors and other members of management will treat each other with dignity and respect.

## **ARTICLE 2 RECOGNITION**

**Section 2.1: Recognition of Union.** This agreement shall cover all employees as set forth by the National Labor Relations Board Case # 28-RC-6671, #28-RC-6677, & 28-RC-6726. The Company recognizes the Union as the sole and exclusive collective bargaining representative, with respect to rates of pay, wages, hours and other conditions of employment, for the Company's employees working in maintenance and parts departments at 3320 North Greenfield Road, Mesa, Arizona, and the Technicians, Fleet Care Employees, and Parts Clerks at 2050 West Rio Salado Parkway, Tempe, AZ, 85281, and excluding management, guards, and supervisors, as defined by the Act.

**Section 2.2: Definition of Employees.** Whenever used in this Agreement, the term "employees" shall mean all full-time and part-time maintenance technicians and Parts Clerks employed by the Company based in Mesa, Arizona, and Technicians, Fleet Care Employees, and Parts Clerks based in Tempe, Arizona and who perform work under First Transit's contract to the Regional Public Transportation Authority (RPTA), but excluding all other categories of employees.

**Section 2.3: Definition of Probationary Employee.** An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, or an employee rehired after separation of seniority shall be in "probationary" status until he/ she has completed six (6) months of employment. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement. All employees with more than six (6) months of employment as of the date of this agreement will not be probationary employees and those with less than six (6) months will be credited days toward probation from original date of hire. After successful completion of the employee's probationary period, seniority as described in this Agreement shall accrue from their original hire date.

**Section 2.4: Job Classes.** The classification of jobs as described in Section 2.2 of this Agreement is defined as follows:

A Full Time employee is defined as an employee regularly scheduled to work forty (40) hours in a workweek.

A Part Time employee is defined as an employee regularly scheduled to work less than twenty-nine (29) hours in a work-week. The Company will not maintain more than three (3) workers at either described location.

### **ARTICLE 3 UNION SECURITY**

**Section 3.1: Notification.** The Company will notify the Union of all new employees hired. The Company will notify the Union promptly of all employees leaving its employ. The Union agrees to furnish the Company with an up-to-date list of all its officers and representatives who represent this location, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish the Union an up-to-date list of its local representatives and to immediately notify the Union of any and all changes thereto.

**Section 3.2: Representatives.** It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers and Chief Steward of the Union.

### **ARTICLE 4 DUES CHECK-OFF**

**Section 4.1:** Upon receipt of an authorization form as set forth in this Article, duly executed and date, the Company agrees to deduct from the wages of such employee the regular monthly membership dues of the union and initiation fees or other authorized assessments levied in a legal manner of the service fee equivalent thereof, and will forward such initiation fees, dues assessments or service fee equivalents to the properly accredited officer of the union on or before the tenth (10<sup>th</sup>) of each month following the month in which dues or service fee equivalents are withheld from wages.

The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments, or the service fee equivalent.

**Section 4.2:** Union shall indemnify and save the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by employer under the provision of this Article.

**Section 4.3:** In compliance with State & Federal Law, the check off authorization provided under this Article shall be irrevocable for a period of one year following the date thereof or until the expiration date of this Agreement, whichever occurs first. Check off authorization may be revoked by the employee giving thirty (30) days written notice to the Company at any time following either of such dates, whichever occurs first. The Company will promptly provide the Union with copies of all such revocation.

**Section 4.4:** As part of the hiring process, regular full-time employees within the bargaining unit will be referred to the Chief Steward and may be routed to Union as part of their sign up procedure.

In the event the Arizona Right to work law is repealed or amended, the parties to this Agreement shall meet with in sixty (60) days to negotiate union security.

## **ARTICLE 5 NON-DISCRIMINATION**

**Section 5.1: 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, sexual orientation, national origin, age or disability.

**Section 5.2: 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 directions, with notice to the Union.

**Section 5.3: Concerted Activity.** The Company and the Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or because of the individual's decision to refrain from such activity.

**Section 5.4: Gender Terms.** Throughout this Agreement, the use of the gender Pronouns and terms shall be construed to include both male and female.

## ARTICLE 6 UNION REPRESENTATION

### **Section 6.1: Union Representatives.**

(a) The Union may designate and the Company will recognize the designated Officers and Shop Stewards. The Union will maintain a minimum of one (1) local steward per shift from this bargaining unit whenever possible of which one (1) of the three (3) will be designated by the Union as "Chief Steward."

(b) The designated stewards shall act as the on-site agent and representative of the Union. The steward's performance of their union duties shall not interfere with the performance of their assigned duties as an employee of the Company. Likewise, the stewards' performance of their duties shall not interfere with or interrupt the operation of the Company's business. A steward must provide notice to and receive permission from the ranking shift manager before leaving their assigned duties in order to conduct Union business. Any Union business that can wait until after the steward has completed their assigned shift must wait. Whenever it is possible, work relating to the Steward's duties set out herein, shall be done during non-work time and will be work for which the Steward shall not be paid. However, in terms of the processing and filing of grievances under this Agreement, should there be an extraordinary set of circumstances, such as the immediate nature of the grievance or the limited availability of the grievant, which precludes the processing or filing of the grievance during non-work time, the Steward, may be released from their post during work time. Likewise, should the Company request the Steward to attend a grievance meeting, disciplinary meeting, or meet with the Company for any other reason and such meeting is held at a time the Steward would otherwise be at work and on post, the Steward may be permitted to attend such meeting. In either case, the Steward may be relieved without pay. Business needs permitting, the Steward may be permitted to work beyond his normal end time to compensate for the time lost, not to exceed two (2) hours. Company compensated time for Union Business shall not exceed fifty (50) hours per calendar year, unless mutually agreed upon by the Union and the Company.

**Section 6.2: Distribution of Union Literature.** The Company will provide the Union with a locked standard 3' x 5' bulletin board and space to post such board in the maintenance and Fleet Care area. 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 intentionally post any material derogatory of the Company or Client. The Union Chief Steward, Maintenance Manager, and Union Business Agent shall have reasonable access during regular Company office hours, to maintain the bulletin board. If a posting becomes a concern the Union and Company will meet and discuss the posting.

**Section 6.3: Union Business Leave.** The Officers and Shop Stewards shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union as long as it does not interfere with operational needs. The Company shall be given forty-eight hours' prior notice by the Local Union. The 48-hour requirement may be waived as long as it does not interfere with operational needs.

**Section 6.4: Union Visitation.** 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.

**Section 6.5: Employee Request.** When requested by the employee, there shall be a Union Official present whenever the Company meets with the employee about discipline. If the Union official is unavailable, the meeting or interview shall not begin until the Union official is present. If the meeting or interview is during the Steward's normal shift or called in, he/she shall be compensated at the appropriate hourly rate for time allowed to represent the effected employee.

**Section 6.6: Investigation.** The Officers or the Stewards of the Union for this property shall be permitted reasonable time to investigate, present and process grievances on the company property.

## **ARTICLE 7 CUSTOMER RIGHTS AND CONTINGENCIES**

**Section 7.1: Termination of Transportation Services Contract.** If the transportation services contract between the Company and the RPTA (referred to as Client) to provide transportation service terminates for any reason, the parties to this Agreement shall continue to resolve disputes pending at the time of termination up to and including arbitration.

**Section 7.2: Notification.** If Client awards a contract for the services now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

**Section 7.3: Consolidation or Status Change of Parties:** No provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or management of either party hereto.

**Section 7.4: Employee Benefit Contingencies:** The accrued benefits (sick pay, floating holiday pay, and vacation pay) for each bargaining unit employee at time of changing providers will be the responsibility of the current employing company at time of change over. As long as the employee remains in good standing until the last day of service the accrued

benefits identified above will be paid out to the employees on their final paycheck due to be issued from the exiting employer.

**Section 7.5: Rights of Customers.** Nothing in the Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to Client or the Passengers nor the rights and privileges of Client under the transportation services contract referenced in Section 7.1 of this Article.

## **ARTICLE 8 MANAGEMENT RIGHTS**

**Section 8.1: 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 are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or RPTA.
- (e) To 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 operation and services: and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of

facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

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

**Section 8.2: Contractual Duties.** Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to Client which include, but are not limited to the assignment, dispatching and management of trips, passengers and services for the Client.

## **ARTICLE 9 NEWRULES**

**Section 9.1: Exclusive Right.** 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, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement.

**Section 9.2: Notification.** The Company will notify the Union in writing of all changes in policy at least ten (10) days before they are implemented. A meeting to discuss the intent of the changes may be arranged prior to the implementation. This written notification of policy and procedures change will be made to the Union Hall.

**Section 9.3: Posting.** When the company decides to exercise their identified management rights and elects to change procedures, rules, regulations or practices that affect an employee it will at that time post said changes so that employees will be uniformly informed.

**Section 9.4: Employee Handbook.** The Company shall issue an Employee Handbook outlining all rules, regulations and policies. 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 or addendum.

**Section 9.5: Prior to Implementation.** When new rules are to be adopted by the Company, the Company shall meet and discuss the intent and purpose of the rules with the Union, prior to implementation. The Company shall not issue any rule or regulation that conflicts with or violates any provision of this Agreement.

## **ARTICLE 10 DISCIPLINE**

It is understood and agreed that anytime the Company decides to take disciplinary action against any employee in the bargaining unit it will, notify the Union Hall (by mail, fax, or e-mail) at the same time. If a hearing on the charges is to be held, the employee will be given a fair and impartial hearing at which time all information pertinent to the case being heard will be presented by both parties so as to conclude the case without delay. When administering discipline, the following procedures will be followed.

### **Section 10.1: Disciplinary Procedures.**

(a) All disciplinary processes will be performed by a General Manager, Maintenance Manager, Maintenance Supervisor, Director of Maintenance or Fleet Care Supervisor or their designee who shall be at a minimum at a supervisor level.

(b) If, as a result of the hearing, or at the conclusion of the investigation should it be determined that no disciplinary action was warranted the Employee will be reimbursed for all regularly scheduled work lost, including any holidays that occurred during this time period.

(c) A copy of bargaining member's disciplinary actions shall be given to the employee.

(d) Nothing in this Article shall prevent the Union from appealing the decision of the respective Supervisor to the General Manager prior to a possible grievance being filed.

(e) The charged employee shall attend all hearings, which may result in a penalty. A Union representative may also attend the hearing if so requested by the employee. If in the event an employee declines or does not request Union representation, then a waiver of Union representation shall be signed by the employee so stating.

(f) Discipline shall occur within seven (7) working days of the incident.

(g) A hearing if required on these charges shall not be held until after a twenty-four (24) hour period has expired. This hearing shall not be held on employees off days, except in cases involving suspension. The hearing shall only deal with the charges against the employee.

(h) The Company and the Union will, at either party's request, consent to a pre-hearing conference to discuss information relative to any required hearing.

(i) All other information or violations of the same type over twelve (12) months old will not be used for the basis of future disciplinary action, unless otherwise stated in this agreement.

(j) All discipline must be given in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served his full suspension, the Company shall withdraw the balance of the penalty days.

(k) It is mutually agreed that any situation arising that has unusual circumstances, the parties, without setting a precedent, may elect to change past procedure to more fairly judge the employee's particular case.

**Section 10.2: Progressive Discipline.** Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action.

The Company will follow the principles of progressive discipline with respect to minor offenses as listed below:

**Basic Standard Discipline**

- First Violation: Verbal Warning within a twelve (12) month period.
- Second Violation: Written Warning within a twelve (12) month period.
- Third Violation: Suspension within a twelve (12) month period
- Fourth Violation: Suspension or Discharge within a (12) month period.

Progressive discipline is used for a combination of rules. Multiple violations surrounding the same incident will not be used to progress more than one step in the progressive discipline process. When evaluating over all job performance, counseling, non-preventable accidents or incidents, excused absences and excused tardies will not be used for overall job performance. Major or willful infractions of rules and the continuing need to administer documented written warnings, reprimands and suspensions shall be sufficient just cause for the discharge of an employee. Copies of all disciplinary actions shall be forwarded to the Union upon request.

However, there are certain serious offenses that will result in immediate suspension or shall qualify as discharge for just cause (employees should refer to the employee handbook). Employees who feel they have been unjustly or improperly disciplined or discharged may avail themselves to the grievance and arbitration procedures as outlined in Article 13 of this Agreement.

## **ARTICLE 11 ATTENDANCE**

**Section 11.1:** Employee offenses shall be classified into two categories: chargeable and non-chargeable.

A. A non-chargeable offense is defined as all time granted by the labor contract (vacation, holidays, bereavement, jury or witness, military service, leave of absence, paid sick time, pre-approved Union business etc.). Other non-chargeable absences shall include time off granted by Supervisor due to level of activity, or on the job injury.

B. A chargeable offense is defined as each instance where an employee is more than five (5) minutes late to work. The employee shall be charged with a chargeable absence. Such chargeable absence shall include non-work related personal illness or injury.

**Section 11.2:** An employee must report their impending absence a minimum one (1) hour prior to the start of their shift. An employee who is absent will not be required to call in each day once proper notification is given when the absence involves consecutive days. Those employees returning to work from an absence must contact the company by twelve 12:00 Noon the day before their return in order to be put back on the schedule to work. If the absence extends past three consecutive workdays the employee will be required to contact the Company on the fourth day unless medically unable to and will obtain and submit a leave of absence form.

**Section 11.3:** Records will be kept and appropriate action will be taken using a rolling base period of 365 days. The base period begins on the date of the employee's first occurrence or absences without leave or NO CALL-NO SHOW.

### Unexcused Absences

Whenever an employee is absent from work, or more than (60) sixty minutes late to work it will be considered an unexcused absence unless documentation of an excuse is provided within three days of the date of return. An excuse would be a doctor's note, court papers; no more than (2) two, doctor's notes will be accepted in a 365-day rolling period. All appointments for personal business are expected to be made on the employee's own time. If it is impossible to schedule an appointment outside of working hours, then a leave request must be submitted under the leave request guidelines. Time off without pay will be granted at the sole discretion of management.

For the purposes of tracking absences those violations will remain on the employee's record for a rolling 365 days.

The progressive discipline for absences is as follows:

- 1<sup>st</sup> unexcused absence: verbal warning
- 2<sup>nd</sup> unexcused absence: written warning
- 3<sup>rd</sup> unexcused absence: 3-day suspension
- 4<sup>th</sup> unexcused absence: May result in termination

Late Policy: The following disciplinary procedure will be applied:

Failure of an employee to report for duty at the proper time, at the proper place at which their assigned duties or assigned meetings are scheduled to start is defined as a tardy. Tardy will be assessed for: not reporting for duty by the scheduled report time. For the purposes of tracking tardies, violations will remain on the employee's record for a rolling 365 days.

The progressive discipline for tardies is as follows:

- 1<sup>st</sup> Tardy: verbal warning
- 2<sup>nd</sup> Tardy: verbal warning
- 3<sup>rd</sup> Tardy: written warning and counseling
- 4<sup>th</sup> Tardy: 3-day suspension
- 5<sup>th</sup> Tardy: May result in termination

#### No Call/No Show (NCNS)

Any employee who fails to report for work and fails to call within (1) one hour after his/her report time is considered to NCNS. Employees who fail to report for their next scheduled work day or who fail to notify the Company within forty-eight (48) hours of their original report time (whichever occurs first), shall be considered to have abandoned his/her job.

For the purposes of tracking NCNS violations will remain on the employee's record for a rolling 365 days.

The progressive discipline for No Call/No Shows is as follows:

- 1<sup>st</sup> Offense: Written Warning (2-day suspension)
- 2<sup>nd</sup> Offense: May result in termination

**Section 11.5:** No more than one attendance violation will be assessed for each occurrence.

**Section 11.6:** Emergencies documented to the satisfaction of the Company may be accepted by the Company as a waiver of the conditions of this Article.

**Section 11.7:** The Company agrees to furnish the Union, upon request, copies of the applicable forms to facilitate the Union's investigation of grievances concerning the application of this Article.

**ARTICLE 12  
SAFETY & ACCIDENT REVIEW**

**Section 12.1:** The Union recognizes that accident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and will urge them to attend all safety meetings held and conducted by or for the Company and to take an active part and interest in accident prevention work.

The Company and Union agree to continue their effort to prevent injury to employees and passengers.

The Company and the Union will make every effort to comply with all safety rules promulgated by the city, state, and federal government, which apply.

**Section 12.2:** All accidents / incidents, connected with the operation of Company owned or Operated vehicles, and all accidents resulting in injury to any employee shall be properly reported by the employee(s) involved to his / her supervisor /radio immediately.

All employees are required to fill out incident reports following accidents.

All employees will fill out the incident reports as soon as possible following the accident and shall be paid a maximum of thirty minutes (30) to complete the incident report.

First Transit's goal is zero accidents.

**a) Determination**

Each accident will be reviewed by the Safety and training Department who shall render a decision of preventable and non-preventable and shall notify the employee as soon as possible after the accident occurs. The safety and training Department shall use the National Safety Council's book "A guide to Determine Motor Vehicle Accident Preventability" as a guideline.

**b) Definition**

The Company will follow the National Safety Councils Definition for a preventable accident as follows (or as modified by the National Safety Council) "Any accident involving an organizational vehicle which results in property damage and/or personnel injury, regardless of who is injured, what property was damaged, to what extent, or where it occurred, in which the

driver in question failed to exercise every reasonable precaution to prevent the accident".

c) Retraining

Retraining should be based on the primary or root accident cause, secondary or associated accident causes and any defects noted in the behind-the-wheel evaluation. It can include behind-the-wheel training, accident scene review, classroom training, safety films, and other training resources or materials. Employees will be paid for retraining.

d) Procedures

The following corrective action procedures are requirements where a motor vehicle accident (MVA) is determined preventable. This procedure does not apply to For Record Only (FRO) vehicle accidents with no damage.

e) Discipline

On occasion accidents may be considered to be severe preventable accidents and they may lead to termination upon final determination of preventability.

1. Employees may be subject to termination following a preventable accident based on the following circumstances: Three (3) preventable accidents within the previous twenty-four (24) floating months, as long as that accident drops off within 24 months from that date.
2. Accidents involving extreme bodily injury or property damage

Preventable accidents involving bodily injury and/ or high property damage (\$10,000 - or more) will be considered severe.

When a preventable accident is determined to have contributing factor that involves willful negligence during the operation of a company vehicle the company may impose additional discipline. This discipline may include suspension and up to including termination.

Willful negligence is defined by the parties as intentional or willful acts or omissions in flagrant or reckless disregard of the consequences to person or property. This is to include cases of inattentiveness or indifference by the employee to the foreseeable dangers or injurious results of their acts or omissions

**Section 12.5: Accident Review Policy**

The Company as to preventability or non-preventability will judge accidents as soon as possible after the accident occurs. Notification of a determination of preventability will be furnished to the employee for hearing consideration on their next regular scheduled work day.

If an accident is judged preventable and then reversed by the Review Board, the employee who has been assessed a penalty shall be reimbursed any wages lost due to penalty by the Company. In the event of termination, the employee will be reinstated with full seniority; benefits and lost pay, and their record changed to reflect a non-preventable.

The Accident Review Board shall consist of three (3) representatives: one (1) from the Company, one (1) from the Union (Chief Steward) and a mutually agreed upon Safety Specialist (DPS, National Safety Council, etc.) paid for by the Company. They shall meet once a month, if necessary, for the purpose of reviewing accident reports. Upon mutual agreement the parties may implement a peer review system for the purpose of reviewing accident reports. When the Accident review board meets there shall be one (1) presenter for the Company and one (1) presenter for the Union for the purposes of presenting all pertinent information to the board for their consideration. For the purposes of training the Company and the Union may each have one (1) nonparticipating observer for the purpose of training new presenters.

**ARTICLE 13  
GRIEVANCE PROCEDURE**

**Section 13.1:** A grievance shall be defined to mean any dispute, controversy or disagreement as to the application or interpretation of any of the terms and provisions set forth in this Agreement. Any employee having a grievance shall; with or without the aid of a Union Representative, first meet with the employee's immediate supervisor, who shall attempt to resolve it.

**Step 1**            If a resolution satisfactory to the employee is not reached, a grievance shall be submitted in writing (containing details of the nature of the grievance and the Articles of Agreement allegedly violated) as promptly as possible, and in no case in excess of fourteen (14) calendar days from the date of the occurrence of the incident and or knowledge which led to the grievance.

**Step 2**            The Employer shall call an authorized Union Representative within five (5) working days of the receipt of the written grievance. All time limits hereinafter may be extended by mutual consent. Participants in this step shall be the Union Representative and a Company Representative who shall have ten (10) working days to settle the grievance.

**Step 3** If the grievance remains unsettled, the parties, with seven (7) calendar days shall be advanced to the General Manager or his designee. Participants in this step shall be the Union Representative and the General Manager who shall have ten (10) working days to settle the grievance.

**Step 4** If no settlement or agreement is reached in Step 4, then within ten (10) calendar days of the Step 4 grievance meeting; the matter may be referred to arbitration. A request for arbitration shall be presented to the Company in writing. Within ten (10) working days of receipt of a request for arbitration, the parties shall:

1. Meet to mutually select an arbitrator.
2. If unable to select an arbitrator at the meeting, then the moving party shall within five (5) working days, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
3. Upon receipt of the panel of seven (7) arbitrators, each party shall strike three (3) names alternately with the remaining arbitrator authorized to hear the case.

No grievance shall be submitted to arbitration under Step 3 unless the time limits in Steps 1 and 2 have been complied with. Any grievance submitted after the time limits have expired shall be forfeited and waived.

The arbitrator may not change, modify or alter any of the terms and provisions of the Agreement. The findings of the arbitrator shall be rendered within thirty (30) days of the date of hearing and shall be binding and enforceable on all parties. The expenses of the arbitrator and the hearing room shall be borne equally by both parties. It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances and there shall be no suspension or interruption of normal operations as a result of any grievances.

**Section 13.2: Exclusions.** 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. Failure to comply with the time limits herein shall result in forfeiture of the failing party's position. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day. Time limits will be determined by postmark or by timestamp by Company clock.

**Section 13.3: Extension of Time / Discussing.** Nothing in this Agreement shall prevent the proper representatives of either party from discussing any and all matters pertaining to grievances prior to their submission. Time limits may be extended by agreement between the parties.

**ARTICLE 14  
NO STRIKES OR LOCKOUTS**

During the term of this agreement or extension neither the Union nor the employees will engage in any strike, slowdown, work stoppage, or any concerted action of any kind that would interfere with operations; provided, however, no employee shall be discharged or disciplined by refusing to cross a legal primary picket line.

During the term of this agreement or extension the Company agrees that there shall be no lockout of the employees covered herein.

The primary purpose of this article rests in the mutual desire of the parties to this Agreement to provide uninterrupted transportation service to the citizens and residents served by the Company.

The intent of this Article is not to waive the employee's federally protected rights as recognized in section 7 of the National Labor Relations Act.

**ARTICLE 15  
SENIORITY**

**Section 15.1: Seniority Defined.** Seniority shall mean the length of time an employee has been employed as an employee by this Company or predecessor on the Client project, measured in calendar days from the date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee who has submitted their employment application earlier shall be deemed the more senior. In the event that application dates are identical, then a lottery method at time of hire will determine seniority. Seniority shall be applicable only as expressly provided in this Agreement.

The seniority and "date of employment" of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

**Section 15.2: Seniority List.** For all purposes relating to seniority, there shall be two separate location seniority lists (Tempe and Mesa). Within these location seniority lists the following departments of the Company shall be recognized: namely, the Maintenance Departments, Parts departments, and Fleet Care Department (Tempe). Classification seniority shall be the length of service in a particular classification within the Maintenance Departments but shall not exceed company seniority. The date an individual first moves into a Technician "A", "B", "C" or "Parts Clerk" or Fleet Care (Tempe) classification position within the location shall determine the individual's classification seniority date.

Employees may not hold seniority in more than one (1) department of the Company. Seniority for part-time employees and full-time employees in the Maintenance, Parts, and Fleet Care shall have their own seniority roster. Those employees choosing to move from part-time to full-time will be placed at the bottom of the seniority roster for bidding purposes. The same shall be followed for full-time employees going to part-time.

**Section 15.3: Transferring.** There shall be no transferring of employees into the bargaining unit from other locations outside this Agreement unless mutually agreed between the Company and the Union. Employees who mutually agree to transfer within the bargaining unit, shall retain company tenure seniority but will be placed on the bottom of department/classification seniority at the time of transfer.

**Section 15.4: Posting.** The Company agrees to keep posted in an accessible place an up-to-date and revised seniority roster showing the name, "date of employment," and seniority standing of all the employees coming within the scope of this Agreement.

**Section 15.5: Revised list monthly.** The Company shall provide the Union, upon request, with a revised seniority list as changes to the list occur to include the following: add newly hired employees, remove those employees that have resigned, retired, or have been separated.

**Section 15.6: Notification of Employees outside bargaining Unit.** The Company will notify the Union within five (5) working days of all bargaining unit persons who accept non-bargaining unit duties with the Company and the approximate duration of the same. Any employee who has taken a position or has worked out-side the bargaining unit for more than three (3) months cumulative over the term of this agreement, they will lose their department/classification seniority rights. If the employee returns to the bargaining unit, they will be treated as a new hire or employee transfer for department/classification seniority.

## ARTICLE 16 MERGER PROTECTION

**Section 16.1: Requirements.** In the event any transit company, or any part thereof, is transferred to, consolidated or merged with the First Transit, Inc. that is not governed by this Agreement, federal, state or local laws the Company and the Union will hold a meeting. This meeting/negotiations will discuss how, if any, employees transferring will be handled and any working condition changes that may be affected due to the before mentioned changes.

**ARTICLE 17**  
**REDUCTION IN PERSONNEL/RECALL**

**Section 17.1: 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 in reverse order in seniority. The Union shall be notified five (5) days in advance prior to the effective date of all layoffs.
- (c) Benefits. Employees laid off will be entitled to all layoff time counted toward any progressive pay increases or fringe benefits, if they are recalled within the six (6) month limitation of this section.
- (d) As long as there is work available which they are capable and qualified to perform, the Stewards shall hold seniority over all employees in their respective jurisdiction and shift. This paragraph shall apply only in case of layoff.

**Section 17.2: Recall.**

- (a) Order of Recall. The employee with the most Seniority relevant to job classification will be the first one recalled from layoff.
- (b) Notice of Recall. The Company will forward notice of recall by mail to the last known address of the employee as reflected on Company records. The employee must, within ten (10) working days of delivery or attempted delivery (Certified Mail) of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date unless mutually agreed delay in return to allow a 2-week notice to their then current employer.

**Section 17.3: Separation of Seniority.** An employee's Seniority shall be separated and his rights under this Agreement forfeited for the following reasons:

- (a) Resignation by the employee or separation 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 17.2(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) Failure to return to work upon expiration of an approved leave of absence, (emergency situations may waive this section by mutual agreement with the Company and the Union).
- (d) Layoff for a period of twelve (12) months.
- (e) Misuse of leave to accept employment elsewhere or for purposes other than stated upon request for leave.
- (f) Failure to return to full-duty from an industrial injury after twelve (12) months from the date of injury. The employee shall be dropped from employment and seniority; provided, however, an extension may be granted if verifiable information can be given to the Company indicating the employee will be returning to full duty within thirty (30) days.

## **ARTICLE 18 SHIFT BIDDING**

**Section 18.1: Shift Bidding.** Regular, full-time and part-time employees who are currently working in the capacity of Maintenance Technicians of any skill level, Parts Department or Fleet Care Department have the right to bid for work shifts in their respective category at their respective location. Work shifts shall be posted and bid at least one (1) time per calendar year. Additional bids may occur and the Union will be notified at least 5 days prior to such. Posted shifts shall show hours, days of work and the lunch time for that shift. Shifts shall be designated as either full or part-time and posted in a common area for no less than seven (7) consecutive days prior to the bid date.

**Section 18.2: Shift Bid.** The shift bid at each location will be conducted in December and in effect on the first pay period in January. All bids will be completed and posted at least two (2) weeks prior to being effective. There shall be separate bids for current full-time and for current part-time employees. No employee shall bid for nor be awarded a shift for which they are not properly trained and certified.

**Section 18.3: Bid Time.** Each day's bids must be completed and turned in to the Maintenance Manager or designee by 12:00 noon on the day each employee is scheduled to bid. The bid days will exclude (Saturday, Sunday, and Holidays) unless coordinated with the Union prior to implementation.

A. Before going on vacation, employees may leave with the Chief Union Steward (or his/her designee) a written authorization of their choice to bid on any job openings which may be posted during their absence.

B. If an employee is out on a medical leave due to illness or injury, or any other leave of absence, arrangements must be made with the Union Chief Steward (or his/her designee) to submit the bid.

C. Any employee who fails to leave a bid for any reason during the bid will be assigned by the Union Chief Steward (or designee) to what is remaining at the end of the bid. In the event there are two or more employees that fail to bid, they will be assigned to their work at the end of the bid in seniority order. Senior employee being assigned first and so on.

**Section 18.4: Procedures.** Bids will be subject to the following procedure:

Each day of bidding after the bidding for that day is closed, a representative of the Company and the Union will take the bid for that day and tabulate them and post the results by 3:00 p.m. so the employees who are scheduled to bid the next day know what has been taken and is now available.

Bids need to be written down, turned in, and awarded according to seniority, as follows:

Day 1            Fifty percent of the seniority in the A, B, C technicians and Parts Clerks will bid.

Day 2            Fifty percent of the seniority in the A, B, C technicians and Parts Clerks will bid.

Day 3            Part time employees will bid for any part time work

In order for an employee to bid into a specialty department, i.e. Electronics or AC shop that technician must have the proper qualifications and or the certifications necessary for that department.

This procedure continues each day until the bid is complete. The Chief Steward (or his/her designee) will be present for the tabulation and posting of all bids and shall be paid by the Company for this purpose.

**Section 18.5: Bid Schedules.** The Company will make copies of the posted bid so that the employees bidding each day may have easier access to bid and have their own copy.

**Section 18.6: Effective Date.** New schedules become effective on the posted date.

**Section 18.7: Vacancies:** In case of a vacancy on any shift and the Company elects to post, all employees within the location may bid in the order of their seniority and qualifications. Vacancy is defined as a piece of work that is temporary in nature or that is being eliminated.

**Section 18.8: Open Work:** Any position that is not being eliminated and becomes open due to attrition all employees within the location shall be eligible to bid by seniority and qualifications.

**Section 18.9: New Work:** When new assignments are added, all employees within the location shall be eligible to bid by seniority and qualification.

**Section 18.10: Priority of Work.** Vacant, open, and new work will be awarded by seniority and qualifications within the location. In the event the available work remains open, it shall be offered to employees at the other location within this Agreement in order of their seniority and qualifications. If the work still remains open, the Company may hire from outside the bargaining unit.

**Section 18.11: Posting:** Initial Vacancies, open work, and new work assignments shall be posted and bid for seven (7) consecutive days and shall become effective on the first day of work week of that assignment. If assignment is not bid, Company may assign lowest qualified employee. Before any new hires are brought into the bargaining unit all upgrades will happen first provided that the appropriate qualifications and requirements are met (example: qualified C technician move up to B, and/or qualified B technician's move up to A). When an employee moves up into a new classification their bidding seniority will start over from the date of advancement (only for the effected classification).

## ARTICLE 19 SUBCONTRACTING WORK

**Section 19.1: Subcontract work.** The Company may subcontract work, however, the work subcontracted will not be to the extent that any bargaining unit employee in the maintenance, parts, Fleet Care (Tempe) department will be laid off or to have their presently scheduled workweek reduced.

One of the duties of the Labor Management Committee will be to discuss subcontracting issues which may arise (prior to implementation).

**Section 19.2: Subcontracting for Layoffs.** The Company shall not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the Mesa and Tempe Locations, when such subcontracting is for the purpose of laying off bargaining unit employees.

**Section 19.3: Inter-change of work segments.** There shall be no inter-change of work segments between First Transit, Inc. and any other company, except through mutual consent of First Transit Inc. and the Union.

In the event consent is reached the rules, working conditions, regulation that each Technician, Parts Clerk and/or Fleet Care (Tempe) is entitled to under this Labor Agreement will remain in full force while working for another entity.

**ARTICLE 20  
OVERTIME/DAYS-OFF WORK**

All full-time employees will be placed on a days-off roster in order of their seniority. Employees must initial this roster beside their name on the day(s) they are requesting extra work on a bi-weekly basis. The Company, in every effort to equally distribute overtime within the classification, will offer overtime within the classifications in accordance with the seniority standing of the employees. Overtime rosters will be maintained in the following categories:

**Section 20.1: DAY OFF WORK PROCEDURES.**

1. Day off employees shall consist of any full-time employees on a day off wanting extra work.
2. Part time employees are limited to the number of hours that will retain their part time status. Full time employees shall have first right to refusal for any overtime.
3. Day off employees will be assigned work when available, in the following manner;
  - (A) All Technicians in classifications "A", "B", and "C" will be included on the same overtime roster. Parts Clerks, Tire Potter and Fleet Care (Tempe) will be included on another overtime roster. Job qualifications shall be considered on overtime distribution.
  - (B) Overtime will be offered by seniority to the personnel in the appropriate overtime category list within the location. If overtime remains open, it will be then be offered by seniority to the personnel in the appropriate overtime category list at the other location in this Agreement. Personnel will not have the right to turn down overtime within their location if they have signed up for it. If an employee does not show up for the overtime work, they will be subject to the provisions of the attendance policies. If no personnel in a particular category have signed up for overtime, the person on the bottom of the rotating list will be required to fill the overtime (senior volunteer, junior forced).
4. Overtime will fall into three categories:
  - (A) Planned. Planned overtime is considered overtime for which management has prior knowledge and can schedule personnel to work in advance. Personnel will be notified of planned overtime at least 72 hours in advance.
  - (B) Unplanned. Unplanned overtime is considered to be overtime that

management had no prior knowledge of and has no opportunity to pre-plan. Personnel will be notified as soon as the need for unplanned overtime is known.

- (C) **Emergency.** Emergency overtime is defined as an unforeseen event that required immediate action. Emergency overtime will be assigned as needed.

5. There will be a separate seniority roster for each day of the week. Each days rotation will start with the senior Employee and move down the list filling all known work until it is filled from those Employees that signed up to work. Once all work is filled the next employee immediately after the last employee that received work will be the next one that the scheduler will start with the following week. This rotation is done to provide a fair disbursement of extra work for those that sign up for it.

**Section 20.2: Day Off Requests.** Please attempt to submit all day off requests by the Wednesday proceeding the week of the requested day off and make the request in writing to the Maintenance Manager. The Company will make every effort to provide written approval in a timely manner but, if written approval is not given, do not assume the request has been approved. If no written request is made and written approval not received, nor express permission attained from the Maintenance Manager, and you do not arrive for your shift, attendance violation will be recorded. Day off requests that do not exceed 5 days consecutively is not to be used in conjunction with a leave of absence for the calculation of total time allowed by contractual requirements.

Timely submittal of a request does not guarantee approval, but increases the likelihood.

## **ARTICLE 21 DRUG AND ALCOHOL PROGRAM**

**Section 21.1: Regulation.** In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted formal provisions for fitness for duty drug and alcohol screening. The policy is based on the requirements set forth in the FTA regulations 49 CFR parts 663 - 655 and 49 CFR part 40. The FTA mandates the requirements and/or actions under this policy. Revisions will be made in accordance with FTA changes as required. Such provisions are adhered to and expressly made part of this Agreement.

**Section 21.2: No Tolerance.** Employees will comply with the Company's Drug and Alcohol policy. Any changes to this policy will be presented to the Union a minimum of 30 days prior to implementation.

**Section 21.3: Lost time.** The Company will follow DOT rules and regulations as it pertains

to random drug testing. All random drug tests will be selected during the employee's shift. An employee will not suffer any loss of pay as a result of submitting to a drug test which comes back negative and the employee is in compliance.

## **ARTICLE 22 HOURS OF WORK**

**Section 22.1: 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.

**Section 22.2: Workweek.** The workweek shall consist of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

**Section 22.3: Regular Workweek.** All full time work schedules will pay no less than forty (40) hours per workweek.

**Section 22.4: Overtime Pay.** The Company shall pay employees who work in excess of forty (40) hours in one-work week overtime pay at time and one-half of the regular rates of pay.

**Section 22.5: Regular Pay.** All regular full time work days shall pay eight (8) hours or 10 hours per day including all time allowances.

**Section 22.6: Nine-Hour Rule.** All employees will have a nine (9) hour off-duty period between the end of an assignment that commenced the previous work day and the start of their first assignment the following day.

**Section 22.7: Forcing other entity work.** No employee will be forced or assigned to work for another entity to include other locations of the employing company outside of this Agreement.

**Section 22.8: Split shifts.** No work shift shall have a split that is not paid for.

**Section 22.9: Mixing of work Assignments.** All eight (8) hour assignments will have two (2) consecutive days off per week.

**Section 22.10: Rest Periods.** The nature of work covered by this Agreement allows for paid rest periods. The Company shall provide two (2) rest periods, one in the first half of the shift and one in the second half of the shift as workflow permits equivalent to fifteen (15) minutes each. It will be the responsibility of each employee to take such rest periods. If an employee does not take a rest period, then the employee must notify his/her supervisor and a rest period will be provided.

**Section 22.11: Lunches.** Technicians, Fleet Care Employees, and the Parts Clerks shall receive a half-hour (1/2) unpaid lunch period at approximately the halfway point in the shift.

If, at the direction of the Company, an employee is not afforded the opportunity to take a lunch period within these parameters the employee will be allowed 30 minutes to eat their lunch without any loss of time resulting.

The employee lunch period will be a continuous uninterrupted break.

Clean Up. Employees will be allowed 5 minutes to clean up before meals. Employees will be allowed 15 minutes prior to the end of their shifts to clean their work area.

**Section 22.12: Shift Differential.** The Company shall provide shift differential pay which shall be:

- a. \$0.60 per hour for second shift (Technicians only)
- b. \$0.75 per hour for third shift (Technicians only)

The Company shall provide shift differential pay for Fleet Care and Parts Clerks:

- a. \$0.30 per hour for second and third shift.

## **ARTICLE 23 LEAVE OF ABSENCE**

**Section 23.1: Definition and requirements.** A leave of absence is defined as an absence in excess of five consecutive workdays.

An employee may be granted a leave of absence for a good and sufficient reason for a period not to exceed ninety (90) consecutive days by mutual agreement. Applications for leaves of absence must be in writing, stating the reason for the request and specifying the number of days desired. Such leaves shall be without pay and without loss of seniority. If such leave is for more than thirty (30) days, the employee, in order to maintain his insurance coverage and pension, must make the required contributions in advance.

An employee on leave of absence as provided for in this section must secure from the Company, a letter showing the leave is permitted and such letter shall also show the termination date of such leave. A copy of the application and the letter of permission shall be furnished to the Union.

Requests for leave of absence shall be made as far in advance as possible, in writing. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement time spent on Leave of Absence shall be without pay.

**Section 23.2: Obligations of Employees while on Approved Leave.**

In the event he has not returned to work at the end of six (6) months from the date he last worked, he shall be dropped from the employment and seniority rolls; provided, however, an extension may be granted if justified.

Any employee, at his option, may return to work prior to the expiration of his leave of absence. Employees returning from leave of absence prior to expiration of said leave shall notify the Maintenance Manager before 12:00 noon the day prior to displacing employee involved (excluding Saturdays, Sundays and holidays). Copies of such notification shall be sent to the proper union official. The superintendent shall give notification of displacement to employee involved.

Employees on leaves of absence for personal reasons, who accept other employment, shall be considered as having resigned.

An employee on sick or industrial leave must keep the Company advised of his current address and telephone number.

The Company and Union agree to jointly encourage those employees off on disability, industrial or non-industrial to return to their duties at the earliest possible date.

**Section 23.3: Personal Leave.** Unpaid Leaves of Absence up to ninety (90) days may be granted at the Company's sole discretion, upon receipt of written request from the employee stating the reason for the requested leave. The Company may extend a leave of absence on a case by case basis. Failure to return from an authorized leave said employee will be dropped from the roles of the Company and will be considered as a resignation of employment.

**Section 23.4: Military Leave.** The Company will comply with the provisions of the Veterans Re-Employment Rights Act and the Uniformed Services Employment & Re-employment Act (USERRA).

If an employee of the Company shall enlist or be conscripted into the Armed Forces of the United States, such employee shall be granted a leave of absence without loss of seniority and in the order of his seniority shall take precedence over other employees of the Company in his former line of work provided application for reinstatement is made within thirty (30) days after his date of discharge from such Armed Forces and he can meet the qualifications and requirements for the position that are in effect at the time of his return (excluding any additional formal educational requirements).

**Section 23.5: Civic Leave.**

Any employee receiving notification to report for jury assignment and so used, and who submits proof of reporting for the same, shall receive their regular pay for each day served, less any compensation received for such jury function. Such payment from the Company will not exceed one hundred (100) hours in any calendar year.

Bargaining unit employees required reporting to, or who are selected for jury duty are ordered to appear in court on a day the employee is otherwise scheduled to work, will be excused from work. If the effected employee scheduled shift is 3rd shift, said employee shall be allowed sufficient rest pursuant to Section 22.6: Nine-Hour Rule before reporting for Civic Leave. When the employee is selected for trial, they will not be required to work on the days they are ordered to serve as a juror.

On days when the employee takes no time off from their Company assignment, they will retain all jury payment made to them by the court. Hours missed from work due to jury assignment will be counted toward benefit accruals for employees if being paid by the Company as outlined in this Article.

Employees assigned to the work of a jury assignment employee may be relieved from this work at any time to allow the jury assignment employee to regain his own work. The relieved employee will be paid only for the time actually worked. This section specifically exempts of the presently effective labor agreement, as it related to jury assignment only.

Any employee on jury assignment will receive no Company compensation if he fails to submit verification to the Company within 2 days. Such verification will be supplied on jury commission forms, signed by commission personnel, date and release time provided. Said forms shall be submitted for each and every day the employee expects to be paid by the Company.

If the civic leave extends past the Company agreed paid time, the employee will be granted an unpaid extension to fulfill their obligation with the courts.

**Section 23.6: Union Leave.**

The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the union, provided reasonable notice shall be given, and their seniority and all other rights with the Company shall not be affected due to their absence.

Any employee with at least six (6) months of continuous service credit, shall, on written request of the Union, be granted a leave of absence for Union activity for a two (2) year period after the use of all earned paid leave. Extensions of two (2) year duration shall be requested and granted on written request of the Union prior to the termination of such leave. Continuity of service and full seniority privileges shall be retained and accumulated during such leaves of absence.

When the Union activity for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing and if application is made therefore within ten (10) days thereafter, such Union member will be given re-employment in the Union Member's former position, if same still exists, or a comparable position, in accordance with the Local Union but in no case will more than two employees be on leave for union activity simultaneously in the same unit.

The company will afford the elected or appointed officer all seniority rights set forth in this Agreement while they are serving in this capacity. Additionally, the company will also pay out any sick leave cash-out, vacation pay, or floating holidays that the full-time officer earned or accrued while classified as an Operator.

**Section 23.7: Family Leave.** The Company shall comply with State and Federal Family Leave Laws to include FMLA. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by First Transit's established sick leave policy. FMLA also runs concurrently with any worker's comp claims/or absences due to work related injuries.

**Section 23.8: Sick Leave Benefits and Accruals.** The following will apply to all sick or disability leave:

A. An employee off on a bona fide leave of absence due to illness or disability that exceeds three (3) months may continue his insurance coverage by paying the total premium as established on a group basis, each month in advance.

B. No floating holiday or vacation pay shall continue for an employee on sick or disability leave that exceeds three (3) months, unless such leave is for industrial reasons, and further, no sick leave or lost time benefits shall accrue or continue after he has expended that available to him at the beginning of such sick or disability leave.

## **ARTICLE 24 GENERAL CONDITIONS**

**Section 24.1: Pay day.** All paychecks will be distributed every other Friday at nine (9) a.m. local time. If there is a pay discrepancy due to Company error in excess of \$100, then the Company shall issue a check for the discrepancy within two business days. Should the Company fail to reimburse the employee within two week from the point of knowledge, then the Company will pay an additional 10% of the total discrepancy per day up to the total amount of the discrepancy.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages when the Company makes direct deposits.

**Section 24.2: Company Meetings.** Safety meetings are held at least monthly. Attendance at one meeting per month is mandatory. The Company may also require Informational meetings from time to time. Employees will be compensated at their regular hourly wage for attending any safety or Company meeting. The payment of compensation for any meeting is subject to the payment of time and one half if the employee exceeds forty (40) hours in any work week.

**Section 24.3: Citations.** No employee shall be required to violate traffic or parking laws. Employees are required to pay for the cost of citations received. If a citation is issued for a mechanical reason beyond the control of the driver, the driver will not be responsible for paying the citation. They must submit the citation to a manager within twenty-four hours of receiving said citation. Failure to do so may result in the driver paying all late fees and possible citation.

**Section 24.4: Extra Contract Agreements.** The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

**Section 24.5: Employee Contact Information.** All employees must furnish the Company with a telephone number where the employee may be reached by telephone as well as their address. The employee is responsible for notifying the Company in the event of a change in telephone number or address change within 5 days of such move or change. Disciplinary action may be taken for failure to furnish the required information.

**Section 24.6: Company ID.** No later than ninety (90) days after starting with the Company, each employee shall be issued Company identification.

**Section 24.7: Employee files.** Any employee will be permitted to review their personnel file after giving reasonable notice.

**Section 24.8: Working out of regular assignment.** If and when an employee agrees to be taken off his regular assigned work to perform other work, such other work shall be considered to be his days work and he shall be compensated for it as such. Employees working out of regular assignment will be compensated for actual time worked. However, he shall not receive less compensation than he would have received for working his regularly assigned work shift. Such other work shall be limited to non-supervisory bargaining unit work.

**Section 24.9: Light Duty Return to Work** It is agreed that the Company may return an injured member to light duty status from an industrial injury when allowed by the employee's doctor. The Company has the discretion to determine if light duty work is available, and if so, the number of hours and duration of available work. If such light duty work is available, light duty functions may not be work of other classifications covered by this Agreement. At no time will the employee's total earnings be less than his/her full time loss compensation under industrial insurance. The employee will be provided with a full fringe package, as per this Agreement, over and above total remuneration. Should the employee on light duty have to be laid off due to no work available, the employer will not adversely affect his/her ability to continue to receive loss time benefits from Industrial Insurance provided they are still medically eligible.

**Section 24.10: Hiring of Workers:** Whenever the Company needs employees to perform work covered under the agreement, it shall contact the hiring hall. The Union will have the opportunity to refer qualified individuals from the out of work list, but the Company shall have no obligation to hire referred individuals.

The Company agrees to abide by the following procedures when referring workers under this Article:

1. The Company will not discourage any applicant from joining the Union.
2. The Company will refer the individual to the Chief Union Steward for information pertaining to their rights and obligations about the Union.

In the event that the provisions of the Union's Hiring Hall Language as posted on the Union Bulletin Board are in conflict with the provisions of this Article, the provisions of this Article shall control the right and obligations of the parties hereto.

## **ARTICLE 25 MANAGEMENT PERSONNEL**

**Section 25.1: Operation in service.** Maintenance employees shall not operate buses in service under any circumstances unless in an emergency situation.

**Section 25.2: Employee issuance of discipline.** While a maintenance employee is holding any position outside the bargaining unit other than a full time permanent position outside the bargaining unit with the Company they shall not issue any form of discipline to another employee of any department of the Company.

**ARTICLE 26**  
**EXAMINATION AND DRUG SCREEN**

**Section 26.1: Physical and Drug Screen Cost.** In the event the Company requires an employee to take a physical examination or drug screen, the Company, must pay the cost of the procedure. The Company retains the right to have an employee examined by a Company physician at the Company's expense to determine an employee's fitness for duty. An employee refusing to submit a medical examination will be subject to dismissal.

**Section 26.2: Physical Examination.** The Company may at its expense, at any time, for reasonable cause, require a physical examination by a doctor of its choice to determine the physical fitness of an employee for continued employment. An employee so examined, may, if he takes exception to the results of the examination, be examined at his own expense by a doctor of his choice to verify the findings of the doctor designated by the Company. If the findings of the two doctors are not in agreement, a third doctor, selected jointly by the employee and the Company, may examine the employee.

The majority opinion of the three doctors will be accepted as final, by both the employee and the Company. The cost of the third doctor shall be borne equally by the Company and the employee.

**Section 26.3: Failure to pass.** In the event an employee fails to pass a physical as required by the Company, such employee will be advised of the reason for his failure to pass and will be provided with a copy of his examination by the Company.

**Section 26.4: Failure to take DOT Physical.** Failure of an employee to take his DOT physical examination during the month in which it is due may result in disciplinary action.

**Section 27.5: Hearing.** It is agreed and understood by all parties that when an employee in the bargaining unit cannot obtain a D.O.T. for any reason, they will be put on an unpaid suspension pending a hearing.

**ARTICLE 27  
WAGES**

<b>Technician A</b>						
	<b>2017 (Jan - Mar)</b>	<b>2017 (Apr - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Wage Increase - New Hire		\$1.30	\$1.00	\$1.00	\$1.00	
New Hire Wages	\$ 22.00	\$ 23.30	\$ 24.30	\$ 25.30	\$ 26.30	\$ 26.30
Wage Increase - Current	\$ 0.25	\$ 1.25	\$ 1.25	\$ 1.00	\$ 1.25	\$ 1.50

<b>Technician B</b>						
	<b>2017 (Jan - Mar)</b>	<b>2017 (Apr - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Wage Increase - New Hire		\$2.65	\$1.00	\$1.00	\$1.00	
New Hire Wages	\$ 17.50	\$ 20.15	\$ 21.15	\$ 22.15	\$ 23.15	\$ 23.15
Wage Increase - Current	\$ 0.25	\$ 1.25	\$ 1.25	\$ 1.00	\$ 1.25	\$ 1.50

<b>Technician C</b>						
	<b>2017 (Jan - Mar)</b>	<b>2017 (Apr - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Wage Increase - New Hire		\$2.20	\$1.00	\$1.00	\$1.00	
New Hire Wages	\$ 15.00	\$ 17.20	\$ 18.20	\$ 19.20	\$ 20.20	\$ 20.20
Wage Increase - Current	\$ 0.25	\$ 1.25	\$ 1.25	\$ 1.00	\$ 1.25	\$ 1.50

<b>Fleet Care</b>						
	<b>2017 (Jan - Mar)</b>	<b>2017 (Apr - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Wage Increase - New Hire		0.87%	2.00%	2.00%	2.50%	3.00%
New Hire Wages	\$ 14.25	\$ 14.37	\$ 14.66	\$ 14.96	\$ 15.33	\$ 15.79
Wage Increase – Current Employees	\$ 0.25	0.87%	2.00%	2.00%	2.50%	3.00%

<b>Clerks</b>						
	<b>2017 (Jan - Mar)</b>	<b>2017 (Apr - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Wage Increase - New Hire		0.87%	2.00%	2.00%	2.50%	3.00%
New Hire Wages	\$ 14.25	\$ 14.37	\$ 14.66	\$ 14.96	\$ 15.33	\$ 15.79
Wage Increase – Current Employees	\$ 0.25	0.87%	2.00%	2.00%	2.50%	3.00%

<b>Tire Porter</b>						
	<b>2017 (Jan - Mar)</b>	<b>2017 (Apr - Dec)</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Wage Increase - New Hire		0.87%	2.00%	2.00%	2.50%	3.00%
New Hire Wages	\$12.00	\$12.10	\$12.35	\$12.59	\$12.91	\$13.30
Wage Increase – Current Employees	\$0.25	0.87%	2.00%	2.00%	2.50%	3.00%

\*In the event that a current employee's wage rate is less than the hiring wage scale for the same classification that employee shall earn the higher wage scale. That current employee shall then continue on that classification scale for the life of the Agreement.

\*The above wages are a base wage scale. The Company reserves the right to increase an employee's wage.

**ARTICLE 28  
PAID HOLIDAYS**

**Section 28.1:** All active full time employees covered by this Agreement shall receive holiday pay for holidays in accordance with the provisions as set out in this Article, provided he works his regular assignment the day before and the day after the holiday (vacation or other authorized time listed in the attendance article excluded). In the event an employee's regularly assigned days off fall on the day before or the day after such holiday, for holiday purposes only, then the next/ previous regularly scheduled work day will apply. Bargaining unit employees will receive holiday pay for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees with five (5) years or more of service add Veterans Day.

**Section 28.2: Floating Holidays:** All full employees shall receive two (2) floating holidays per year in addition to vacation, sick leave, and the Company's regular scheduled holidays listed in section 28.1. A floating holiday must be scheduled by the employee and approved in advance by the employee's immediate supervisor. A "floating holiday" will be awarded on first-come, first-served basis. If two or more requests come on the same day they shall be awarded by seniority within their classification at the time of request.

Holiday pay shall be as follows:

Day off Full time Employee	Eight (8) Hours
Regular Employees (working)	Bid Shift Time
Floating Holiday	Bid Shift Time

**Section 28.3: Floating Holiday Proration:** Floating holidays are available on January 1 of each year for all fulltime employees employed as of that date. New employees hired before May 31 will receive two floating holidays for the year and an employee hired June 1 through September 31, will receive one floating holiday. Those employees hired October 1 through December 31 will receive no floating holidays for that year.

**Section 28.4:** Employees must be present at work on his or her scheduled last day prior to the holiday and the first scheduled day thereafter to receive holiday pay.

**Section 28.5:** Time lost by officers and Stewards of the Union while attending to Union duties (negotiation, hearing, etc.) shall be considered as time worked for Holiday purposes.

**Section 28.6:** Holiday pay is computed at an individual employee's base rate of pay and will not be counted as time worked for the purpose of overtime calculations.

**Section 28.7:** When a holiday falls within an eligible employee's vacation, the employee may elect to extend the vacation period by one day or may retain that vacation day for later use if approved in advance by the employee's immediate supervisor.

**Section 28.8:** Floating holidays are not accumulative and must be used in the calendar year they are awarded. Failing to schedule and use a floating holiday will result in the loss of the holiday

**Section 28.9:** First Transit shall not be liable for the costs associated with those benefits cashed out to the employees from Veolia Transportation including floating holidays for the 2013 calendar year. Upon ratification and submission of unused paid out floating holidays (substantiated through payroll stub(s)), the Company will grant such floating holidays as an unpaid non-chargeable absence and in accordance with Section 28.2.

**ARTICLE 29**  
**401(k)**

Employees shall be able to participate in the Company's 401(k) in accordance with the eligibility, conditions, and restrictions of the plan. Effective the date of ratification, the Company will provide to all participating full-time employees a matching contribution equal to 50% of the first 6% of contributions which employees make to the Plan.

<u>Period of Service</u>	<u>Vested Percentage</u>
Less than 1 year	0%
1 year but less than 2 years	33%
2 years but less than 3 years	67%
3 years or more	100%

**Article 29 PENSION**

29.1 - Amounts. Effective on the dates listed below, and monthly in accordance with the provisions of the Trust Agreement, the Employers shall pay the sum indicated below for each hour worked by employees covered under the provisions of this Agreement to the Trustees of the Operating Engineers Local No. 428 Pension Trust Fund:

February 8, 2017 - \$0.20 from the negotiated settlement.  
February 8, 2018 - \$0.20 from the negotiated settlement.  
February 8, 2019 - \$0.20 from the negotiated settlement.  
February 8, 2020 - \$0.20 from the negotiated settlement.  
February 8, 2021 - \$0.20 from the negotiated settlement.

29.2 - If additional monetary increases are deemed necessary, they will be designated by the Union as to rates and amounts, and will be taken from the negotiated settlement. The Union can revise the economic package so long as the combined total of wages, pension, does not exceed the economic package figure. It is agreed that the Union will give the Company sixty (60) days advance notice, in writing, of proposed changes to the contribution rate.

- 29.3 - Employer's Obligations.
- 29.4 - The said payment by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained in Article 13, hereof, and shall not be deemed to be a dispute concerning wages, hours or working conditions.
- 29.5 - Declaration of Trust. The parties shall cause the said Trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 25<sup>th</sup> day of January, 1963, and as amended thereafter, creating the said Operating Engineers Local No. 428 Pension Trust Fund for the duration and the term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 25<sup>th</sup> day of January, 1963, and as amended thereafter, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust Plan itself.
- 29.6 - The Employer signatory hereto agrees to the appointment as his representative the Trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local No. 428 Pension Trust Fund as Employer representatives and further agrees that they shall be bound by all the terms and conditions of said Agreement, and Declaration of Trust dated January 25, 1963, and as amended thereafter, and to all amendments thereto during the term hereof.

### ARTICLE 30 VACATIONS

**Section 30.1:** All full time employees covered by this Agreement shall be entitled to an annual vacation as provided herein.

For each pay period that a qualified fulltime employee has a minimum of fifty-five (55) paid hours [such as time worked, vacation, holiday, sick] the employee will accrue vacation pay as follows:

1 Year Anniversary	1.54 hours per pay period	equals 40.04 hours per year
2 Year Anniversary	3.08 hours per pay period	equals 80.08 hours per year
5 Year Anniversary	4.62 hours per pay period	equals 120.12 hours per year
10 Year Anniversary	6.16 hours per pay period	equals 160.16 hours per year

Vacation has an accrual cap of 160 hours. Employees will not accrue more vacation after accruing a total of 160 hours until vacation is used and the balance drops below 120 hours.

**Section 30.2:** Time lost by officers and Stewards of the Union while attending to Union duties (negotiation, hearing, etc...) shall be considered as time worked for vacation purposes.

**Section 30.3:** Vacation pay shall be as follows:

Regular employees shall receive vacation hours, if they have an accrued balance, equal to his regular assignment during the vacation period.

If an employee is granted vacation time and the company requests those to work, then the employee will be paid their accrued vacation pay in addition to the employee's regular pay for those granted vacation days they were required to work.

**Section 30.4:** An employee's vacation pay shall be made available to him on the regular paycheck covering the pay period they took vacation.

**Section 30.5:** Vacation days must be scheduled in advance and approved by your supervisor. Employees must take vacation time in increments of at least eight hours. Employees may wish to take vacation in four (4) hour increments if it is not burdensome on the employer. In general, the Company tries to allow employees to schedule vacation at their convenience. From a practical stand point, however, the Company reserves the right to determine when vacation may be taken based upon business needs.

**Section 30.6:** Requests for floating vacation days must be made with at least 48 hours' notice. Granting of such request will be based on availability and scheduling requirements.

**Section 30.7:** Employees leaving the Company shall be entitled to their accrued vacation balance.

**Section 30.8:** When an illness or injury occurs that will conflict with a vacation schedule, a vacation may be rescheduled (if work conditions permit) upon employee's request and approval of employee's department head. If conditions do not permit, vacation pay will be paid as scheduled with sick pay benefits saved for those days in which employees are off due to illness or injury and are not already covered by vacation pay. When vacation pay is used for sick leave purposes, as outlined above, the employee shall be allowed to take the used vacation time unpaid at a later date (if work conditions permit and seniority is not violated).

## **ARTICLE 31 HEALTH/DENTAL**

**Section 31.1:** The Company shall make available a health benefit program (medical, dental, vision) for non-probationary full-time employees.

**Section 31.2:** The Company will pay the cost for employee-only coverage. The Company will further make available dependent coverage for these employees. Those employees electing to enroll their dependants will pay the difference between the Company's employee-only coverage cost and the total premium through payroll deductions each pay period.

Any future increases to the premium rates for the health insurance program(s), or their equivalent, shall be split 50/50 between the Company and the employee; however the maximum annual increase for any employee's premium is 5% of the total premium rate.

**Section 31.3:** Life insurance will be provided to all (both part-time and full-time) employees in the amount of \$25,000. A Company beneficiary form must be on file with the Company for this benefit to be paid.

**Section 31.4:** The Company may from time to time offer other benefits on a voluntary basis to the employees which may be purchased by the employee through payroll deductions.

**Section 31.5:** The Company's health benefit plan(s) shall comply with the Patient Protection and Affordable Care Act and any amendments thereto.

**Section 31.6:** The cost-share ratio between the Company and employee for Dental and Vision coverage shall be as follows:

	<b>Dental</b>	<b>Vision</b>
	<b>Employee/Company</b>	<b>Employee/Company</b>
	<b>Cost Share</b>	<b>Cost Share</b>
<b>Employee Only</b>	27.5/72.5	25/75
<b>Employee + Spouse</b>	45.3/54.7	25/75
<b>Employee +Children</b>	45.2/54.8	25/75
<b>Employee + Family</b>	50/50	25/75

Increases to the premium rates for Dental and Vision coverage above will be shared in the same ratio noted above.

## **ARTICLE 32**

### **SICK PAY**

**Section 32.1:** The Company shall comply with the provisions of the Fair Wages and Healthy Family Act. If the Fair Wages and Healthy Family Act is repealed the original sick leave language will automatically control.

**(OLD LANGUAGE)**

~~Sick leave may be used for an employee's personal illness, well care and medical appointments. Sick leave may also be used for illness and well care in an employee's immediate family such as spouse, child, or parent.~~

~~**Section 32.2: Sick Accrual:** Each calendar year on January 1st, fulltime employees will receive four (4) sick days. For accrual purposes (only) a sick day is equal to eight (8) hours. During an employee's first calendar year of employment, an employee who has not yet completed one year of service by December 31st, is entitled to one (1) sick day for each three months worked from the employee's start date through December 31st (with a maximum of four (4) days per calendar year). Sick days not taken during the year will be carried over to the next year, to a maximum of thirty (30) days.~~

~~**Section 32.3: Sick Pay Increments:** Sick leave benefits can only be used after they have accrued. Employees requesting the use of sick leave may use accumulated leave for the number of regularly scheduled hours for the day they missed due to illness or injury. Employees must take sick leave in four (4) hour increments (Sick leave may be used in increments of 2 hours if an employee's sick leave balance contains only 2 hours of available sick leave). Sick days will be paid on the basis of a normal work schedule and are not credited as hours worked for the purpose of overtime calculation.~~

~~**Section 32.4: First day Sick:** Sick leave benefits shall begin on the first (1<sup>st</sup>) work day of any one illness. Sick leave allowance may only be used for a scheduled day of work which that is not covered by Workmen's Compensation Law and only for the number of days which he is entitled to the allowance.~~

~~**Section 32.5: Doctors Notes:** The company may, whenever sick leave allowance is claimed, require a physician's certificate as proof of illness when the employee is absent three (3) or more consecutive days.~~

**ARTICLE 33  
UNIFORM AND SAFETY EQUIPMENT**

**Section 33.1: Uniforms Provided:** The Company will provide employees with all uniforms which will consist of no less than eleven (11) authorized shirts and eleven (11) authorized bottoms (shorts, pants,) of the employees choosing. In addition, the company will supply two uniform jackets per employee. The employer shall provide the cleaning for all uniform items. In addition each employee will receive one-hundred fifty (\$150.00) dollars each year for work boots. Upon presentation of a receipt of purchase, this payment shall be made each year during the month of their anniversary in which they were hired.

**Section 33.2: Protective equipment:** The Company will make available suitable protective clothing for the employees working in the wash rack area, for steam cleaning and for other jobs when necessary. All equipment will be supplied by the company to include but not limited to (goggles, safety masks, rubber aprons, rubber boots, rubber and latex gloves, reflective safety vest, water resistant suits).

Non-prescription safety glasses will be provided for all hazardous work areas. If an employee wears prescription glasses, then safety goggles that fit over the employee's glasses will be provided.

#### **ARTICLE 34 TOOLS**

Technicians shall furnish all hand tools less than 1 ½ inch opening as required to perform equipment maintenance as specified by the employer. All technicians shall be furnished all hand tools over 1 ½ inch opening

The following labor saving power tools may be furnished by the technicians: ½ inch air impact wrench and 3/8-inch air drill. Any labor saving power tools or specialty tools supplied by the technician's which wear out or fail due to normal use will be repaired or replaced by the employer with the same or equal replacement value.

The Company will insure the necessary personal tools kept in the workplace in accordance with policies and procedures in the Employee Tool Reimbursement policy. Employees will be required to submit an inventory of the tools regularly kept in the workplace on forms provided by the Company. Employees will be required to update the tool inventory list at any time the tool inventory changes. The Company will have the right to audit the inventory report. Employees will be required to keep their toolbox locked when they are not on duty and to take other reasonable precautions to safeguard their personal tools.

The Company will supply all specialty tools required by the employer to perform equipment maintenance as specified by the employer.

Non-Probationary technicians shall receive a \$200.00 tool allowance with a receipt at the end of each calendar year.

#### **ARTICLE 35 TRAINING AND EDUCATION**

Effective July 1, 2017, A Technicians need to obtain and maintain four (4) ASE Certifications and B Technicians need to obtain and maintain two (2) ASE Certifications and C Technicians need to obtain and maintain one (1) ASE Certification. One of the ASE Certifications must be Transit Brakes. Failure to obtain and maintain the required ASE Certification shall be just cause for termination. All employees must obtain and maintain the required ASE's and fulfill the competency requirements established by the Company in order to be considered for a promotion.

Fleet Care, Tire Porter, and Parts employees shall not be required to obtain and maintain at least one ASE as a condition of employment. Such employees, at their option, can participate in the Company's ASE Certification program and obtain a (H8) Preventive Maintenance (Fleet Care) and (P1) Medium Heavy Truck Parts Specialist (Parts Clerk) and will be eligible for the same rate premium increases upon Certification.

A Technician, at his option, may participate in Company provided training. The Company shall pay for the ASE testing up to two times per ASE. Technicians will be required to pay for any additional testing costs thereafter. If a technician fails a specific H Series ASE test more than two times, then that technician will only be reimbursed for that H Series ASE test when he or she passes.

The Company will pay a premium of \$.30 per hour in addition to the current hourly wage to an employee for each H Series, ASE certification. The current wage rate for current employees will become that employee's base pay. All current employees must maintain their current H series ASE's to continue to receive the incentive. The Company will pay an additional premium of \$.30 per hour to the current hourly wage to an employee that receives a Master Transit Bus Technician after successfully obtaining and maintaining seven (7) ASE Certifications.

In the event that a minimum of 25% of Technicians at each maintenance facility fail to obtain and maintain Master Transit Bus Technician Certification in accordance with the Client's Revenue Contract, the Company reserves the right to hire Master Transit Bus Technicians from outside sources. Should any Master Transit Bus Technicians be hired from outside sources, then the Company may perform a layoff in accordance with Article 17.

The Union and the Company agree to form a committee and to develop and implement a structure for identifying required proficiency for each level of technicians to promote, within six months of ratification of this Agreement. This committee will be comprised of the Assistant General Manager of Maintenance, the Maintenance Managers and two members appointed by the Union. If the appointee is an employee, then they must currently be an A Technician.

The Company and the Union must agree on the frequency of these proficiency review meetings. If there is a tie under the provision in this paragraph, the Assistant General Managers vote will be the controlling vote. If the parties are unable to mutually agree to develop and implement a specific proficiency evaluation program within 6 months of ratification of this Agreement the Company shall provide notice to the union and then implement its own proficiency evaluation program.

**ARTICLE 36  
BEREAVEMENT LEAVE**

**Section 36.1: Bereavement Leave** A full-time employee with more than one (1) year employment shall, upon request, be granted up to three (3) days with pay, to attend the funeral of their spouse, parent, child, spouse's parents, sibling, grandchild, grandmother or grandfather, or domestic partner. Two (2) days of unpaid leave shall be granted if more than 400 miles of one-way travel is required to attend the funeral. The Company shall have the right to require proof of death of the relative and of attendance at the funeral.

**Section 36.2: Additional Time Off**. Additional time off without pay will be allowed if a need is demonstrated and this is approved, preferably in advance, by the General Manager or his/her designee. Any earned and unused vacation days may be used.

**Section 36.3: Bereavement Calculation**. Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's current work shift based on their daily schedule and shall not be counted as hours worked for the purpose of computing overtime.

**ARTICLE 37  
ASSIGNABILITY**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or management of either party hereto.

**ARTICLE 38  
SCOPE OF AGREEMENT**

**Section 36.1: Duration**. This Agreement shall become effective immediately upon ratification, and shall continue in full force and effect through midnight, 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, or written receipt of delivery not later than sixty (60) days prior to an expiration date. If there is a decision to modify, then the two parties will establish a meeting to occur no later than thirty (30) days prior to expiration of the current term.

**Section 36.2: Separability**. It is understood and agreed that if any provision herein shall conflict with any valid state or federal law, then, and in that event, such Article, Section or portion shall yield and that state or federal law shall control.

In this event, the parties agree to immediately reconsider and if necessary 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.

**First Transit**

**And**

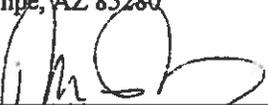
**International Union of Operating Engineers Local 428 AFL-CIO**

**Mesa & Tempe Locations**

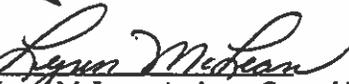
**Effective Date.** It is further agreed that the classifications, wage rates and working rules contained herein shall be applicable in the area for work covered by this Agreement and shall be effective on February 8, 2017, or as otherwise specifically indicated.

**Length of Agreement.** This Agreement shall remain in effect from February 8, 2017 through December 31, 2021. Either party desiring to terminate the Agreement or to change its terms shall notify the other in writing not more than one hundred twenty (120) days, nor less than sixty (60) days prior to December 31, 2021. If such notice is not given, this Agreement shall be renewed for the period from December 31, 2021 through December 31, 2022 and from year to year thereafter until terminated at the end of a yearly period by such notice in writing by either party given to the other not more than one hundred twenty (120) days, nor less than sixty (60) days before the end of such yearly period.

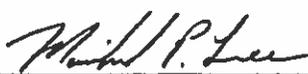
For the Company:  
First Transit  
2050 W. Rio Salado Parkway  
P.O. Box 1507  
Tempe, AZ 85280

By   
Mick Promponas, Senior Vice President

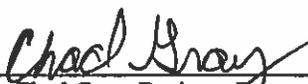
By   
Roger Chapin, General Manager

By   
Lynn McLean, Assistant General Manager

For the Union:  
IUOE Engineers LOCAL NO.428  
6601 N. Black Canyon Hwy.  
Phoenix, AZ 85105

By   
Michael P. Lee, Business Manager

By   
Rosie Chavez, Business Representative

By   
Chad Gray, Business Representative

Date 4-21-17

Date 4-21-17

**Letter of Understanding**  
*Between*  
**First Transit**  
**And**  
**Operating Engineers, Local 428**

In the spirit of good faith bargaining, the Company and Union agree to the terms as set forth in this LOU, as indicated by our signatures affixed hereto.

**ARTICLE 35 TRAINING AND EDUCATION**

Effective upon ratification of this agreement, Current Technicians (as of December 31, 2016) will be grandfathered in at their current base pay with the previous ASE incentive rate of \$0.15.

The current employees must maintain their current H series ASE's to receive the \$0.30 incentive upon recertification. In order to maintain their current Technician level, the technician must maintain their current H ASE's, if that technician currently has H ASE's.

For the Company:  
First Transit  
2050 W. Rio Salado Parkway  
P.O. Box 1507  
Tempe, AZ 85280

For the Union:  
IUOE Engineers LOCAL NO.428  
6601 N. Black Canyon Hwy.  
Phoenix, AZ 85105

By \_\_\_\_\_  
Abhi Novotny, Labor Counsel  
By \_\_\_\_\_  
Roger Chapin, General Manager  
By \_\_\_\_\_  
Lynn McLean, Assistant General Manager

By Michael P. Lee  
Michael P. Lee, Business Manager  
By \_\_\_\_\_  
Rosie Chavez, Business Representative  
By Chad Gray  
Chad Gray, Business Representative

Date 1-31-17

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