

**AGREEMENT**

**FIRST TRANSIT, INC.**

**PHOENIX, ARIZONA**

**and**

**OPEIU LOCAL UNION NO. 30**

**Operation Supervisors/Dispatchers**

**FEBRUARY 7, 2017 THROUGH June 30, 2022**

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## **PREAMBLE**

This Agreement is entered into this Seventh day of February 2017, by First Transit Inc., hereinafter known as the "Company," and Office and Professional Employees International Union, Local 30, hereinafter known as the "Union," covering Operations supervisors and Dispatchers at its Phoenix, Arizona facility.

This Company recognizes the Union as the sole collective bargaining agent with respect to wages, hour and working conditions for employees classified as Operations Supervisors and Dispatchers.

Now, therefore, the parties hereto agree to be bound by the provisions set forth in this Agreement, inclusive of such appendices attached hereto.

## **ARTICLE 1 – RECOGNITION**

The Company pursuant to the certification of the National Labor Relations Board, Case No. 28-RC-6761, dated March 11, 2011, recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time operations supervisors and dispatchers employed at its facility located at 405 North 79<sup>th</sup> Avenue, Phoenix, Arizona; but excluding all other employees including office clericals, managers, guards, drivers, fuelers, washers, maintenance employees, supervisors as defined in the Act and all other employees and/or professionals not specifically identifies in the aforementioned certifications case number.

## **ARTICLE 2 – NON-DISCRIMINATION**

The Company and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, creed, disability, color, national origin, sex, age, sexual orientation, disabled veterans and any other covered veterans, or as otherwise provided by Federal, State or local law. Any reference to gender in this Agreement shall apply to both genders.

## **ARTICLE 3 – COOPERATIVE EFFORTS**

Section 1. It is the intention of the parties, that this Agreement shall establish sound relations between the Company and its employees, which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; and to facilitate peaceful adjustment of differences which may arise, from time to time, between the Company and the Union, or between the Company and any employees covered by this Agreement; and to achieve uninterrupted operations, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort.

Section 2. The Company agrees to meet in good faith with the duly authorized representatives of the Union or their respective designees and attempt to resolve all questions arising between the parties regarding and subject to the terms and conditions of this Agreement. The Union fully agrees that within its ability each of its members shall render faithful service in their respective positions as outlined in the clauses of this Agreement, and will cooperate with the Company in the operation of its business and the transit system in accordance with the rules, regulations, and operating conditions as announced by the Company, and will cooperate and assist in fostering cordial and positive relations between the Company, the Company's Client and the public.

Section 3. Employees and officials of the Union shall, in all matters pertaining to this Agreement, take into consideration that the transportation business is a public service and that the safety and goodwill of the general public, including patrons of the transportation service. Are of primary importance. Accordingly, the parties hereby agree that it is in the best interest of the Company's passengers to promote the consistency of passenger comfort and safety by having all contact with all of the Company's customers, including other employees and client representatives, be positive, cordial and harmonious in promoting public and Company goodwill at all times.

#### **ARTICLE 4 – ASSIGNABILITY**

This Agreement shall be binding upon both parties, their successors and assigns, in the event the Company is sold or otherwise legally acquired by another organization.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

Section 1. Except as otherwise expressly provided in this Agreement, the Company reserves all of the fundamental rights, powers and authority regularly and customarily exercised by management, including but not limited to: The management of the Business in all its phases and details and the direction of its working force including the right to: direct, plan and control the operations, promote, demote, transfer and suspend; discipline or discharge employees for just cause; relieve employees for lack of work or for other legitimate reasons; introduce new or improved methods, facilities and equipment; determine the services to be rendered, the process and means of rendering such services, and the location, relocation and closing of facilities are exclusively the rights and responsibilities of the Company.

Section 2. The Company has the absolute right to carry out all direction of the City of Phoenix not withstanding any provision of this Agreement to the contrary.

Section 3. The Company shall further 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 that they do not conflict with any provisions of this Agreement. In order to enable the Union to be currently informed, the Company will furnish the Union copy of the applicable changes in advance of employees being informed.

Section 4. The Company recognizes the right of the Union to challenge Company rules, regulations and policies through the Grievance and Arbitration process at the time they are applied or enforced.

Section 5. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. The exercise or non-exercise of rights retained by the Company shall not be construed to mean that any right is waived.

#### **ARTICLE 6 – SEPARABILITY**

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and in effect for the duration of this agreement and the parties agree immediately to negotiate regarding the invalidated portion.

#### **ARTICLE 7 – COMPLETE AGREEMENT**

This Agreement contains the complete understanding between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by mutual written consent of the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence including past practices.

#### **ARTICLE 8 – NO STRIKES – NO LOCKOUTS**

Section 1. It is agreed that there shall be no picketing, hand-billing, supporting strikes, sit-downs, slow-downs, work stoppage or any other activity which interferes with the Employer's operations during the life of this Agreement, nor shall any officer or official of the Union or any of its locals, assist or encourage any such activities which interfere with the Employer's operations during the life of this Agreement. Violation of the provisions of this section shall be grounds for disciplinary action up to and including discharge. The Union will notify the Company of all sanctioned strikes. If any employee in this union, or group of employees represented by the Union, should violate the intent of this Section, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps to the end that work will be properly and orderly resumed.

Section 2. The Union recognizes that in the event of a work action, as described above, the Union, its Officers and Stewards, have an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. In no event shall a Union officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

Section 3. The Company agrees that it will not cause a voluntary complete cessation of operations of the Company to support the Company's bargaining position, commonly called "lockout," so as to prevent employees from working. Temporary or permanent shutdown by the Company for economic reasons beyond its control shall not be considered lockouts. In no event shall a Union officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

### **ARTICLE 9 – UNION ASSOCIATION**

The Company agrees to deduct from the wages of any employee included in the bargaining unit, the regular monthly membership dues of the Union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will forward such dues and assessments, and service fees to the properly accredited officer of the union on or before the fifteenth (15<sup>th</sup>) work day following the date 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.

The Union agrees to hold the Company harmless and indemnify the Company against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

### **ARTICLE 10 – UNION ACTIVITIES AND BULLETIN BOARDS**

Section 1. No employee shall be discriminated against because of Union membership, taking an active part in Union affairs or participating in lawful Union activity.

Section 2. The Company agrees to provide suitable space for an acceptable Union bulletin board at its Phoenix, Arizona facility. Postings by the Union on such bulletin boards are to be confined to official business of the Union and Union information for the members in the bargaining unit. No defamatory or derogatory material concerning the Company, any of the Company's employees or the Company's clients or passengers shall be permitted.

## **ARTICLE 11 – UNION STEWARDS AND UNION REPRESENTATIVES**

**Section 1.** All business related to this Agreement shall take place between the properly accredited officers and agents of the Company, and the elected officers or International Officers of the Union. Representatives of the Union, including representatives of the International Union, shall be permitted access to the Company's premises for the purpose of determining that the Agreement is being observed and for the adjustment of complaints and grievances with the Company. Union visitors must check in with the location's dispatch office prior to the site visit and may enter locations beyond the drivers' lounge only with specific permission of the Company. In no event may any visitor interfere with the business of the Company, or with an employee actively working.

**Section 2.** The Union may designate up to two (2) Union Stewards from the Company's seniority list for the bargaining unit positions covered by this Agreement. The Union will ensure to provide the Company with a list of the names of current Union Stewards and Officials.

**Section 3.** Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials or to attend the Union's Steward training seminars once each year. The request for time off shall be submitted at least 24 hours in advance, whenever possible. With expectations for urgent circumstances. The Union Stewards have no authority to take strike action, or any other action interrupting the Company's business.

**Section 4.** Representatives of the Union, including representatives of the International Union, shall be permitted access to the Company's premises for the purpose of determining that the Agreement is being observed and for the adjustment of complaints and grievances with the Company. Union visitors must check in with the location's dispatch office prior to the site visit and may enter locations beyond the drivers' lounge only with specific permission of the Company. In no event may any visitor interfere with the business of the Company.

**Section 5.** The Company shall grant Union Business Leave, upon advance written request, to any member of the Union who may be elected or appointed to any full-time Union office. Upon retiring from said office the employee shall be returned to his or her place formerly held in the service of the Company with seniority rights continuing. The Company shall not be responsible for any pay or benefits to an employee on Union Business Leave of Absence.

**Section 6.** The Union agrees to notify the Company in writing of duly accredited representatives and committees representing the Union, promptly upon their election or appointment to such office.

## **ARTICLE 12 – PROBATIONARY PERIOD**

**Section 1.** The probationary period as herein established is intended to provide time during which the Company may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he or she is employed. The probationary period shall be for one hundred twenty (120) calendar days from the date of hire. Upon mutual written



agreement the Union and the Company may extend an employee's probationary period for an additional thirty (30) calendar days. Eligibility for medical benefits as set forth in Article 22 shall not be impacted by an extension of probation.

Section 2. The Company may terminate the employment of an employee during the probation period with just cause, and such decision shall not be the subject of grievance or arbitration.

Section 3. Employees hired into a bargaining unit position from within the Company shall have the right to return to the position from which they came within the first forty-five (45) days and suffer no loss of seniority in that position.

### **ARTICLE 13 – SENIORITY AND LAYOFFS**

Section 1. Classification Seniority shall mean length of service with the Company as a Supervisor or Dispatcher. If two or more individuals have the same seniority, the employee's seniority position will be determined by the date of his company seniority.

Section 2. Company Seniority shall mean length of continuous service with First Transit, Inc.

Section 3. Employees may not hold seniority in more than one (1) bargaining unit of the Company.

Section 4. When it is necessary to reduce the workforce, layoffs will be effected in the inverse order of seniority provided, however, ten (10) calendar day's notice will be given before any such layoffs. Employees laid off will retain and accumulate seniority rights during such lay-off for a period of nine (9) months.

Section 5. When the regular work force of the company is increased, former employees of the Company who were laid off within the last six months shall be recalled in the reverse order in which they were laid off.

Section 6. In the recall persons, the following procedure shall be followed:

First: The Company will attempt to notify each person to be recalled to report for work by registered U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By doing so, the Company shall have discharged its notice obligations under this Article. Employees who were laid off must keep the Company and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and recall rights hereunder.

Second: Persons notified to report for work must report for work within ten (10) calendar days of mailing of the registered letter or lose their seniority and recall rights hereunder. Persons notified shall have five (5) days after receipt of notification to advise the Company of their intent.

Section 7. Persons recalled under the provisions of this Article must be able to perform the then existing work requirements of the Company, It shall be the responsibility of the Company to retrain any recalled personnel on all new equipment.

Section 8. Seniority List. The Company agrees to post a current seniority list each calendar year. Upon the event of a new hire or loss of a Supervisor, a new seniority list will be posted within seven (7) days of that event. Operators transitioning to Supervisor will go to the bottom of the seniority list.

Section 9. Termination of Seniority. An employee's seniority shall be broken so that no prior periods of employment shall be counted and their company seniority shall cease upon:

- A. Discharge for just cause; or
- B. Voluntary quit; or
- C. Nine (9) consecutive calendar months on layoff due to a reduction in the Workforce, this being a voluntary resignation; or
- D. Absence for two (2) consecutive working days, without notifying the Company when it is possible to do so; or
- E. Any no-call, no-show; or
- F. Failure of any employee to return to work upon recall within (5) calendar days after a letter is sent to the employee by the Company at the employee's last known address appearing on the Company's record; or
- G. If an employee is barred by the Client and no other work is available for which he or she is qualified; or
- H. Loss of working privileges for six months or more.

#### **ARTICLE 14 – WORKWEEK AND OVERTIME**

Section 1. The workweek shall begin at 12:01AM on Sunday and shall end at Midnight Saturday. Employees shall be paid every two weeks, with payday on alternate Fridays.

Section 2. Time and one half shall be paid for all hours actually worked in excess of 40 hours per week. Staff meetings or any work related activities.

#### **ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involved undue difficulty, members of the bargaining unit represented by the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

Section 2. All contract language differences, disputes, suspensions, discipline cases and discharge cases, hereinafter collectively referred to as "grievances" between the parties arising out of or by virtue of this Agreement shall be disposed of as provided in this Article. This Article

does not apply to the determination of accident chargeability. All “days” refers to calendar days. Grievances concerning termination from employment shall be processed at STEP TWO, within ten (10) calendar days permitted for the initial filing of the grievance.

Section 3. Grievances shall be processed in the following manner:

**STEP ONE** – Grievances must be submitted in writing to the Assistant General, or his respective designee, no later than 20 calendar days after the date of the event giving rise to the grievance or when the grievant or the Union should have reasonably known about the incident. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, and the provision or provisions of the Agreement violated by the Company. The Assistant General Manager or his designee, shall schedule a meeting, if requested by the Union, within ten (10) calendar days after receipt of the written grievance with the employee and the appropriate Union representative designated by the Union to handle the grievance. The Assistant General Manager, or his designee, shall respond to the Union representative in writing as to his or her decision regarding the Grievance within fifteen (15) calendar days after receipt of the grievance by the Assistant General Manager, or their respective designee, or in the case of a meeting, within fifteen (15) calendar days following the date of the meeting.

Grievances concerning termination from employment shall be processed at STEP TWO, with ten (10) calendar days permitted for the initial filing of the grievance.

**STEP TWO** – In the event the grievance is not resolved to the satisfaction of the employee in STEP ONE, above, the Union may submit the grievance to the General Manager, or designee, within fifteen (15) calendar days following the date of the receipt of the Company’s answer in STEP ONE. The General Manager, or designee, and the Union representative shall hold a meeting, if requested by the Union within fifteen (15) calendar days of the date Grievance is appealed to STEP TWO, to discuss the grievance. The General Manager, or designee, shall respond to the Union in writing as to his or her decision regarding the Grievance within fifteen (15) calendar days after receipt of the grievance by the General Manager or designee in the case of a meeting, within fifteen (15) calendar days following the date of the meeting.

**STEP THREE** – In the event the grievance is not resolved in STEP TWO, the Union may refer the Grievance to arbitration by written notice to the General Manager within 20 calendar days following the date of receipt of the General Manager’s response in STEP TWO.

Section 4. After a demand for arbitration has been made, within fifteen (15) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the Company’s premises. The Company and the Union shall, within ten (10) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains. The order in which the parties shall strike names shall be determined by the toss of a coin. The remaining Arbitrator shall act as the Impartial Arbitrator who shall hear and decide the issue.

- A. It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in anyway any provision of this Agreement.

- B. The salary and all expenses of the Arbitrator, and the cost of FMCS panel, shall be shared equally between the Company and the Union. Unless otherwise specially agreed in advance, each party shall be responsible for costs it incurs and for the expense of presenting its case.
- C. The Arbitrator's decision shall be in writing and served on the Company and Union. The decision of the Arbitrator shall be final and binding upon the Company and the Union.

Section 5. It is the intent of the parties that the time limits provided for shall be strictly adhered to. Expectation 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.

## **Article 16 – OPERATIONAL REQUIREMENTS**

In recognition and acceptance by the Union and the Company's employee's, that the outstanding performance of employees covered under the Agreement is essential to ensure that all performance, quality and safety standards are met on a consistent, on-going and increasingly efficient basis, as determined by the Company, the following policies, principles and requirements shall be adhered to by all employees' subject to the provisions of this Agreement.

Section 1. The Union and the employees recognize and accept that the successful operation of the Company, as determined by the Company, is paramount to an employee's initial and continued employment. Therefore, employees' performance shall be evaluated on an on-going basis and formalized as frequently as necessary but at least annually. Job performance standards, performance evaluation and determinations as established by the Company, must be adhered to by the employees throughout their period of employment. Failure to so adhere will subject any employee to disciplinary action up to and including possible discharge.

Section 2. Address Changes: All employees must furnish the Employer with a telephone number where the employee may be reached by telephone as well as their address. The employee is responsible for notifying the Employer in the event of a change in telephone number within one day of such move or change and within three (3) days of a change in address. Disciplinary action may be taken for failure to furnish the required information.

Section 3. Drug and Alcohol Testing: In acknowledgement of the nature of the Company's operations, the parties have adopted, and must occasionally revise, formal provisions for drug and alcohol screening. The Company policy is zero tolerance. A positive test will result in termination. Prior to any modification of the drug testing policy the Company will forward such modification to the Union. If the Union deems such modification as unreasonable, they may avail themselves to the grievance and arbitration process.

Section 4. Personnel Files: An employee may review his personnel file at reasonable intervals and upon reasonable notice, and he may, at his option, be accompanied by a Union representative during such review. A Company representative must be present.

## ARTICLE 17 – SAFETY

Section 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.

Section 2. The Company and Union agree to continue their effort to prevent injury to employees and passengers.

Section 3. The Company and the Union will make every effort to comply will all safety rules promulgated by the city, state, and federal government, which apply.

Section 4. Statement of Purpose:

- A. The establishment of an Accident Review Board (ARB) for the employees if First Transit has a three-fold purpose:
  - 1. To enhance the awareness of the means and methods of accident prevention and to stress the importance of thorough, accurate accident reports, and
  - 2. To ensure each employee involved in an accident has the opportunity for a fair review of the circumstances in determining the preventability or non-preventability of such accident.
  - 3. To ensure that First Transit fully understands and processes the circumstances of each accident in order to identify potentially hazardous trends. Further, the review procedures should establish objective criteria for review, and should complement First Transit post accident training program by identifying areas requiring improvement.

B. Accident Review Board Members

The ARB shall be made up of three members, as jointly appointed by the parties:

The ARB shall represent all departments of the organization directly involved in the safety program.

1. One management representative to serve as chairperson, who is trained in the principle of accident prevention and safety supervision.
2. One bargaining unit member representative from the transportation department. This person should be familiar with operating rules pertaining to schedules, routes, speed limits, hours of work, and related subjects.
3. One representative from the safety department

### C. Procedures

1. Each accident will be reviewed by the Safety and Training Department, which shall render a decision of preventable or non-preventable, and shall notify the employee.
2. The committee shall use the National Safety Council's book, "A guide to Determine Motor Vehicle Accident Preventability", as its guideline.
3. For each accident reviewed the employee has the right to be represented by an appropriate Union official. No other person or persons shall be allowed to come as representative or companion for the employee. This committee will use the following sources for gathering facts related to the accident:

Supervisor's report  
Police investigation reports  
Accident investigator reports  
Witness statements  
Diagrams, photographs, and any other available evidence  
Supplemental reports by: witnesses, supervisors, or driver

4. When the chairperson is satisfied that the members of the committee are completely familiar with all the facts of the accident and have discussed it at sufficient length, the chairperson will ask for a secret ballot from the committee members. The chairperson only votes in case of a tie.
5. Following the meeting, the chairperson should inform each driver in writing of the committee's decision. A copy of the written decision should be given to the driver and another copy will be placed in the driver's personnel file.
6. If the vote of the ARB calls for the ruling to be changed to that of non-preventable, the ARB decision is final.
7. The ARB will be convened as needed, if an appeal is pending, the Company shall notify the employee in writing of the scheduled date the ARB will meet to consider the appeal, no later than seven (7) calendar days prior to meeting.

## ARTICLE 18 – DISCIPLINE

The parties hereby agree that all disciplinary matter shall be handled in keeping with the principles of “just cause” and shall be in conformance with the provisions set forth in the First Transit Employee Handbook. It is further recognized and agreed that in certain instances termination may be necessary for first violations of Company, rules, policies and procedure as set forth in said Handbook. In addition, it is recognized that this Agreement provides for the processing of grievances associated with disciplinary actions which the Company may be required to impose.

Section 1. 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 (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.

Section 2. All disciplinary processes will be performed by the Operation Director or his/her designee.

- A. The respective Operations Director, to whom the individual is requested to report, shall give a prompt, fair and impartial hearing to all employees. This shall also include corrective interviews, through the progressive disciplinary procedure.
- B. Nothing in this article shall prevent the Union from appealing the decision of the respective Operation Director to the next level of management prior to a possible grievance being filed; however, such action will not serve to delay the grievance time limits unless the Union has advised the Company in writing, in advance.
- C. All hearings which may result in a penalty shall be attended by the charged employee. A Union official shall also attend the hearing if so requested by the employee. Hearings and/or Corrective interviews will not be held on an employee’s scheduled days off, Saturday, Sundays, or any Holiday identified in the Labor Agreement, unless mutually agreed by the parties involved.
- D. Such hearing shall be held within a seven (7) calendar day period following the delivery of a written notice.
- E. All time spent in hearings shall be paid at actual time.
- F. If, as a result of a hearing, grievance procedure, arbitration or otherwise, it is found that the employee has been unjustly deprived of wages as a result of lost service time, suspension or dismissal, the employee shall be reimbursed by the Company to the extent of the loss. In no event shall the employee be paid twice for the same time.
- G. An employee shall be given the basis of the charges against him in writing. The hearing on these charges shall not be held until a twenty-four (24) hour period has

expired. This twenty-four (24) hour period can be waived only by the employee. The hearing shall only deal with the charges against the employee.

- H. Any charge based upon a supervisory report shall include the name of the individual making the complaint or report. The charge, including the name of the individual making the complaint or reports, shall be made available to the Union Business Agent, upon request to investigate and settle this dispute. The Company will not provide the name of the spotter unless the matter is scheduled for arbitration. The Company shall present employees with copies of all complimentary letter. Upon request, complaints (excluding complaint's name, address and telephone numbers) and spotters reports received from any source regarding said employees shall also be made available to the subject employee.

Section 3. Discipline will not be considered for more than 12 months from the date given; except that discipline for safety violations will be considered for 36 months.

Section 4. Employees may be disciplined only for just cause; however, nothing shall prevent the Company from removing an employee from work while it conducts an investigation.

Section 5. The Company recognizes the concept of progressive discipline including the following steps:

- Written counseling;
- Written warning;
- Suspension without pay (final warning); and
- Termination

It is understood that such steps will be applied on a case-by case basis as determined by the Company based on the seriousness and severity of the violation. Further, Class I violations, and serious safety violations, including most serious-matters as set out in the Company's Employee and Operator Handbooks, such as, dishonesty, fighting in the workplace or while on duty, insubordination, violation of the Company's Drug & Alcohol policy, failure to report an accident, incident, or moving violation as required by the Company's accident and moving violation policy, harassment of any kind, and major safety infractions, may be addressed by termination on the offense.

Except as provided for the most serious violations described above, the Company shall not discharge an employee unless the Company has given the employee at least one documented counseling or warning within the previous 12 months for same or, similarly classed offense.

Section 6. All Disciplinary time off must be given upon in consecutive work days. If an employee on suspension is called back to work by the Company prior having served his full suspension, the balance of the penalty days shall by withdrawn by the Company.



Section 7. If it is mutually agreed that a situation arises which 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 8. Written notice of a violation or infraction shall not be issued to the employee no later than ten (10) calendar days after the violation or infraction occurred or after such infraction was known to the Company, whichever is the latter (holidays, days off, sickness, vacation and leave of absence excluded).

Section 9. After discipline has been assessed either by a written notice or a hearing, no other disciplinary action shall be taken against the employee for that infraction. Nothing in this section or other section will prevent the employer from following the progressive discipline for just cause based on properly written and timely issued citation to an employee.

If an accident is initially judged preventable and then reversed by the ARB., the operator 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.

## **ARTICLE 19 – LEAVES OF ABSENCE**

Section 1. Personal Leave: Unpaid leaves of absence up to thirty (30) days may be granted at the Company's discretion, upon receipt of a written request from the employee stating the reason for the requested leave. Such request for leave must be provided a minimum of fourteen (14) days in advance of the leave. An employee who does not return to work at the conclusion of such approved leave or who engages in other employment which on such leave will be considered to have voluntarily resigned his employment with the Company.

Section 2. Family and Medical Leave Act: The Company will comply with the provisions of the Family and Medical Leave Act of 1993. During an approved leave, the employee shall be responsible for his share of insurance premiums.

Section 3. Military Leave: The Company will comply with the provisions of the Uniform Services Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

Section 4. Written Requests: A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company.

Section 5. Bereavement Leave: The Company will provide three (3) days paid time off for in town services with proof of service (death certificate, pamphlet etc.). Two (2) additional unpaid day for out of state services with proof of service (death certificate, pamphlet etc.). Eligible immediate family members include: spouse, registered domestic partner, father, mother, son,

daughter, brothers, sisters and grandparents of the employee, or other family members for which the employee is their legal guardian that are living in the immediate household.

### **ARTICLE 20 – HOLIDAY PAY**

All regular, non-probationary full-time employees shall receive pay for the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a floating holiday.

Employees must work their regular full shift on the scheduled workday preceding and the scheduled workday after a paid holiday to be eligible for holiday pay, unless the absence has been pre-approved by management. In the event an employee is required to work on a holiday, failure to work the holiday will result in the loss of holiday pay.

Eligible employees not working paid holidays will receive their normal straight-time rate of pay.

Paid holidays shall not be considered time worked for overtime purposed. An employee who works on a day recognized as a holiday in this Article shall receive holiday pay plus his straight-time hourly rate for all hours worked on the holiday.

### **ARTICLE 21 -VACATIONS**

Section 1. All full-time employees covered under this Agreement shall receive vacation time off in accordance with the following schedule subject to business necessities: Employment shall receive one week of paid vacation after one year of continuous full-time employment, two weeks after two years of continuous full-time employment, three weeks after five years of continuous full-time employment and four weeks after ten years of continuous full-time employment, and five weeks after fifteen (15) years or more of continuous full-time employment. The term "week" shall mean five days at the number of hours the employee is regularly scheduled to work not to exceed 40 hours.

Section 2. Vacation time off requests will be accepted in April of each year and awarded by bargaining unit seniority.

Section 3. All available vacation time for a given year must be used within that year. There shall be no carryover of vacation time. Unused vacation within the Company's fiscal year may be cashed out at the end of each year.

Section 4. Pro-ration. Employees shall not be eligible for any vacation time for the first year of employment. Employees shall be entitled to any prorated vacation pay in the event their employment is terminated prior to each anniversary date.

Section 5. Vacation Pay. Vacation pay shall be calculated at the employee's straight-time regular hourly rate and will be based on the employee's regularly scheduled shift to a maximum of ten hours. Vacation pay will not be counted as hours worked for the purpose of computing overtime.

## ARTICLE 22 – INSURANCE

The Company will provide a group medical insurance plan which is also available to other bargaining unit employees at this location (including health, dental & vision) for eligible full-time employees, in keeping with the Plans' provisions. The current cost sharing of monthly premiums for group medical insurance coverage will be continued as presently constituted. Future premium increases shall be shared evenly by the participating employee and the Company.

New employees shall be eligible to participate in the Company's health insurance program after completion of the probationary period.

The Company shall continue to provide the existing paid Life Insurance for which employees are presently eligible subject to applicable plan provisions. The company acknowledges that should necessity dictate the Company changing insurance plans, advance notification will be provided to the union so if the union desires, the parties may negotiate the possible impact upon the cost sharing arrangements.

## ARTICLE 23 – WAGES

Hourly Rates of Pay: Employees covered by this Agreement as of date of ratification of this Agreement, will receive following contract ratification.

Upon Ratification starting wage rates will be:

<u>Upon Ratification</u>	<u>Effective July 1, 2018</u>	<u>Effective July 1, 2019</u>	<u>Effective July 1, 2020</u>	<u>Effective July 1, 2021</u>
<u>\$17.50</u>	<u>\$18.00</u>	<u>\$18.00</u>	<u>\$18.00</u>	<u>\$18.00</u>

The Company shall provide each employee with a letter indicating his or her wage salary increase throughout the term of this agreement.

## ARTICLE 24 – UNIFORMS

Section 1. Operations Supervisors and Dispatchers are required by the Company to wear uniforms as specified by the Company. New employees will be given five (5) sets of uniforms (five pants and five shirts). Existing employees will be issued five (5) additional sets of uniforms annually.

Section 2. The Company shall make arrangements to supply replacement uniforms for those damaged in the conduct of their jobs at its expense. Uniforms needing replacement due to neglect or misuse will be replaced at the employees' expense.

### **ARTICLE 25 – RETIREMENT**

The Company will continue to make available to employees' participation in the Company's current 401(k) plan dependent on the continued existence of the plan. The Plan shall be administered in accordance with all Plan provisions, including the current Company matching contribution provisions.

### **ARTICLE 26 – MEDICAL EXAMINATION**

In the event of a dispute between the employee's personal physician and the Company's selected physician, the employee may, within ten (10) days, request a third party medical opinion. The third-party medical physician shall be selected jointly by the Union and the Company. The third-party physician shall conduct an examination and use as criteria the Department of Transportation and the Company's medical standards, along with the required work of the Supervisor. The findings of the third physician shall rule. The expenses of the third physician shall be borne equally by the employee and the Company. It shall be the employee's responsibility for obtaining the appropriate waivers and the employee shall be responsible for the expense of such.

### **ARTICLE 27 – COURT APPEARANCES**

Employees who are required by the Company or required, as a result of completing a Company accident or incident report, to attend work-related court or hearings on regular working days, shall receive pay for earnings lost. Employees required by the Company to attend court on their days off shall be put on the schedule as a regular work day and receive another day off to compensate. This time will also be counted as time worked for overtime purposes.

Section 1. Jury Duty Leave: All non-probationary full-time employees shall be entitled to jury duty pay if they are summoned to serve by a court of jurisdiction. Employees shall be entitled to receive compensation for the amount of scheduled hours worked missed in any given week due to jury service, less the amount compensated by the Court for their service. In order to be eligible for jury duty pay, the employee must report to work for the remaining portion of their shift immediately after jury duty service is completed. Employees must also report for any additional work scheduled by the Company during the week of jury service to be eligible for jury duty pay. In order to be eligible for compensation, the employee must submit signed documentation from the court specifying the hours served. Jury duty pay shall not exceed ten (10) days in any calendar year.

Paid time off for citation issued to the employee for traffic violations is not included in this provision.

## **ARTICLE 28 – PERSONAL -TIME OFF PTO**

Effective April 1, 2017 employees shall receive-(5) PTO with pay per year.-PTO shall be credited using the April 1 – March 31 year. Utilization of PTO is subject to all the requirements relating to the company having sufficient personnel to operate successfully at any one time.

Employees may request a PTO with at least three (3) calendar days advanced notice to the Company, however if a PTO is to be used to deal with and unexpected absence all the rules and procedures for calling off shall apply. Personal Days that remain unused as of the end of the Company's fiscal year are not carried over to the next year. Unused PTO within the Company's fiscal year may be cashed out at the end of each year.

In the event an employee leaves his employment for any reason, other than during his probationary period, he/she shall be paid his unused PTO on a pro-rated basis. In the event an employee is not scheduled to work due to minimum need by an employer, the employee may elect to use PTO time to compensate for the less hours.

## **ARTICLE 29 – MISCELLANEOUS**

Section 1. Training Pay: In the event an employee is required to train another employee, said employee shall be paid an additional \$1.00 per hour for all hours while training.

Section 2. Lead Supervisor: Supervisor who is required or asked to be a Lead Supervisor shall receive \$1.00 per hour additional for all hours worked as a Lead.

Section 3. Scheduling/ Call-Ins: It is the responsibility of an employer or its designee (Lead Supervisor/Dispatcher) to call in Supervisor's to fill any open shifts for Roads or Dispatcher by seniority.

Section 4. Call-Out: Supervisor needs to call manager in charge one hour before their shift to allow time to cover shift. Supervisor then needs to call Dispatch to let them know that they are calling out for shift.

Section 5. Operators Transitioning to Supervisor: Operators transitioning to Supervisor will keep their vacation and PTO until April 1, then will go to Supervisors scale for vacation and PTO based on years of service.

- a) Operator has the option to go back to their original work duties without losing their seniority within forty five (45) days of probationary period.
- b) Operator have the option to cash out vacation and PTO not used as an operator before April 1.

Section 11. Transfers from other yards: All transfers from other yards will start at the bottom pay scale and bottom of the seniority list.

Section 12. Cell Phones: If a Supervisor needs to use a cell phone or a company radio while driving a company vehicle he/she must pull over to a safe place, put the vehicle in park and turn on the four ways. Supervisor will be allowed to be behind the wheel to make work related phone calls as long as the above requirements are met. Supervisors are not permitted to make or receive personal phone calls in a company vehicle.

**ARTICLE 31 – DURATION-TERMINATION-RENEWAL**

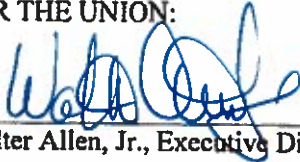
This Agreement shall become effective Date of Ratification and shall remain in effect until and including June 30, 2022

Such Agreement shall be automatically renewed from year to year thereafter, unless either party desiring to terminate or alter same shall give written notice to the other party no less than sixty (60) days in advance of the date of expiration.

This Agreement may only be extended beyond that point by mutual agreement of the parties.

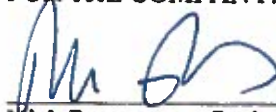
In witness whereof, the parties hereto have hereunto set their hands and seals this seventh day of February 2017.

FOR THE UNION:



Walter Allen, Jr., Executive Director/CFO

FOR THE COMPANY:



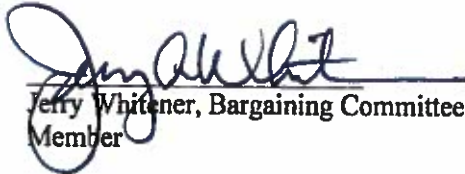
Nick Promponas, Senior Vice President,  
Operations Western US & Alberta



Mark Bailey, Business Agent



Dan Slaughter, Bargaining Committee  
Member



Jerry Whitener, Bargaining Committee  
Member