

# **LABOR AGREEMENT**

Between

**First Transit, Inc.  
Hartford, Connecticut**



And

**Amalgamated Transit Union  
Local 1763**



**April 1, 2018**

**Through**

**March 31, 2021**

## AGREEMENT

This Agreement entered into by and between, First Transit, Inc.'s facility located at 148 Roberts Street, East Hartford, Connecticut, hereinafter referred to as "Company" and the Amalgamated Transit Union Local 1763, hereinafter referred to as "Union."

### ARTICLE 1 – RECOGNITION

The Company recognizes the Union as the sole collective bargaining representative with respect to mandatory subjects for bargaining which are wages, hours and other working conditions for all employees in the work classifications set forth in this Agreement as deemed appropriate on November 18, 2004 by the National Labor Relations Board in 34-RC-2096 and 34-RC-2321 on July 27, 2009.

Whenever used in this Agreement, the term "employees" shall mean all non-probationary regular full-time and regular part-time paratransit drivers and all non-probationary full-time and part-time reservationists, fuelers and dispatchers employed by the Company at its facility presently located at 148 Roberts Street, East Hartford, Connecticut, but excluding all other employees, fixed route transit drivers, mechanics and maintenance workers, utility workers, office clerical, administrative, guards, professional employees and supervisors as defined under the National Labor Relations Act, and any other employees not specifically set forth in the aforementioned National Labor Relations Board Certification. Non-bargaining unit employees may perform bargaining unit work only in the case of an emergency. This provision will not be used to avoid paying overtime.

For purposes of this Agreement, whenever the terms he, his, him or any male appellation appears, it is understood to include the female as well.

### ARTICLE 2- DEFINITION OF EMPLOYEES

Section 2.1 - Probationary Employees Effective with the ratification of the Agreement, an employee, who has never accrued seniority under this Agreement shall be in a probationary status until he/she has completed ninety (90) working days. Employees who are serving their introductory period shall not have access to the grievance procedure and may be disciplined or discharged at the sole discretion of the Company. Any employee reinstated through the grievance process, arbitration or through other voluntary or legal settlement shall not be subject to the ninety (90) day probation period.

#### Section 2.2 – Regular and Full-time Employees

The classification of employees is defined herein as follows:

- a. A regular full-time employee is defined as an employee regularly scheduled to work forty (40) hours or more in a workweek.

b. A regular part-time employee is defined as an employee regularly scheduled to work less than thirty two (32) hours in a workweek. From time to time, regular part-time employees may be required to work more than thirty two (32) hours in a workweek to meet service demands or unusual situations. This provision may not be used to avoid the payment of overtime. Part-time employees shall inform the Company of the days they are available for work and must work at least four (4) days per month. The Company shall not employ more than eighteen (18) part time drivers.

### **ARTICLE – 3 COOPERATIVE EFFORTS**

The Company and Union agree to mutually cooperate in their efforts to promote harmony and efficiency among all the Company's employees. It is recognized that the Company and its employees are obligated to perform essential public services and that these services must be continuously performed in a courteous, on time, competent, efficient and safe manner.

This Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the promotion of economical transportation services, and the settlement of disputes. However, the Union shall maintain the right to involve itself and others in bringing awareness to the importance of its services and its impact on the community at large.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

#### Section 4.1 – Management Rights

The Company retains, solely and exclusively, all the rights, powers and authority which is exercised or possessed prior to the execution of this Agreement, except as specifically amended by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Company and not amended by this Agreement include, but are not limited to the following: to manage, direct, and maintain the efficiency of its business and personnel; to manage and control or eliminate jobs and operations in whole or in part; to discontinue and/or subcontract work for economic or other reasons; to direct the work force; to increase or decrease the work force and determine the number and nature of employees needed; to hire, promote, suspend, discharge and maintain the discipline and efficiency of its employees; to lay off employees; to establish operating standards, schedules of operation and work load; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to adopt work rules and rules of conduct, appearance and safety and penalties for violations thereof, and amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes and means and places of providing services; to adapt, install, or operate new equipment, technology or operations; to determine the location and relocation of operations and to effect technological changes; 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 the client.

The Company's failure to exercise a 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. Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not. It is further agreed that the above detailed enumeration of management's rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated herein. The Company shall not, however, issue a rule or policy which conflicts with the terms of this Agreement. Should the Union claim that a rule or policy conflicts with the terms of this Agreement they shall have the right to grieve the matter. The Company will provide the Union and discuss, with the Union any change of rules, regulations or policies, at least fifteen (15) days before distribution of the rule, regulation or policy to its employees. The Union shall have the right to grieve the rule, regulation or policy if it deems it a violation of this agreement however it cannot interfere with its distribution.

#### Section 4.2 - Client Contract

The Company and the union agree to ensure that the services to be provided under the Company's contract with its client shall be provided without interruption regardless of the labor relation's issues that may arise at any time.

### **ARTICLE 5 - CUSTOMER RIGHTS AND CONTINGENCIES**

#### Section 5.1 – Termination of Transportation Services Contract

If the transportation services contract between the Company and its client to provide service for the Company's client terminates for any reason, the rights and obligations of this Agreement also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the 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 representatives of such other transportation provider, if known.

#### Section 5.2 – New Work

An employee becoming a member of the bargaining unit, as the result of new work shall be covered by all the terms and conditions of this Agreement. The union agrees to cooperate in assisting the Company in obtaining new work.

### Section 5.3 – Successor Clause

This Agreement shall be binding upon the successors and assigns of the parties hereto.

## **ARTICLE 6 – SEPARABILITY**

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement, which are not affected by such decision. It is specifically understood that all unaffected contract language shall remain in effect.

## **ARTICLE 7 - FULL NEGOTIATIONS AND COMPLETE AGREEMENT**

### Section 7.1 - Full Negotiations

The Company and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

### Section 7.2 - Past Practices

All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement unless they have been reduced to writing and expressly incorporated into the terms of this Agreement. Any practices occurring subsequent to the effective date of this Agreement shall not be evidence or be used to establish a practice binding in any way upon the Company, unless expressly agreed to as such in a writing executed by the parties hereto.

### Section 7.3 - Complete Agreement

It is understood and agreed that this Agreement fully and completely sets forth all existing understandings and obligations between the parties, that it constitutes the sole and entire existing agreement between the parties, and that there are no understandings or agreements by the parties which are not expressly set forth in this Agreement.

### Section 7.4 - Waiver of Bargaining During Term

The Company and the Union 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 are set forth in this Agreement. Further, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject, matter or practice not specifically referred to or covered by this Agreement, and the effects of any change made during the term of this Agreement, which is not prohibited by the Agreement. Both parties, on their own behalf and on behalf of their respective employees and members, waive any past and future claims or demands during the term of this Agreement.

## **ARTICLE 8 – UNION SECURITY**

### Section 8.1 - Union Membership

It shall be a condition of employment that any employees covered by this Agreement shall apply for Union membership on or by the completion of his 90th day of employment. Such employee shall then be eligible for membership in the Union and shall maintain his membership in good standing as a condition of continued employment.

### Section 8.2 – Suspension

The Company shall suspend any employee covered by this Agreement within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing. This Section will be administered in a manner conforming with all legal requirements.

## **ARTICLE 9 - CHECK-OFF**

The provisions of this Article shall apply to any employee assigned to a covered classification who is employed by the Company on the date of contract ratification, who voluntarily elects to become a member of the Union.

The Company agrees for and on behalf of those employees covered by this Agreement and who voluntarily furnish the Company with an individual written authorization duly completed and signed in accordance with the Federal laws and law of the State of Connecticut to deduct Union initiation fees, dues and assessments from the wages of such employees and remit such deducted Union dues to the Financial Secretary of the Local Union. The amount deducted shall be equal to the regular monthly dues of the Union. Such deduction will be made from the weekly paychecks of each union member and transmitted monthly to the Secretary-Treasurer of the Union.

The authorization for the deduction set forth herein will be on a form supplied by the Union. The Union will be responsible for obtaining the signature of the employee on the

deduction form. Such form will comply at all times with applicable provisions of state and federal law, and the current constitution and by-laws of the Union.

It is understood that the above monthly membership dues are those regular periodic dues applicable to members of the Union and shall not include, fines, or penalties of any kind or any sum.

The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this article in reliance on any list, notice or authorization provided by the Union hereunder.

## **ARTICLE 10 - GRIEVANCE AND ARBITRATION**

### Section 10.1 – Grievance Procedure

A sincere endeavor will be made by all parties to dispose of grievances arising out of differences between employees and the Company before a written grievance is filed. If any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

Step One: Within ten (10) calendar days from the date the employee knew or by reasonable diligence could have known the aggrieved employee or his representative shall file a written statement of the grievance with the General Manager. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the Agreement allegedly violated and the date and place where the grievance occurred. Within ten (10) calendar days after the written statement has been filed, the aggrieved employee or the representative shall be accorded a hearing by the General Manager. The request must be in writing and presented to the Company. Should the aggrieved employee request the assistance of the shop steward or Union officer the request shall be granted. The General Manager or his designee shall render a written decision within ten (10) calendar days from the conclusion of the hearing.

Step Two: Within ten (10) calendar days following Step One, the employee or the Union may request in writing a hearing with the District Manager or his designee. The request must be in writing and presented to the Company. The hearing shall be held within a period of fifteen (15) calendar days from receipt of the request. Should the employee request the assistance of the shop steward or Union officer the request shall be granted. The District Manager or his designee shall render a written decision within ten (10) calendar days from the conclusion of the hearing.

Step Three: In the event the decision of the District Manager or his designee is not satisfactory to the employee or the Union, the grievance must be appealed to the Joint

Resolution Committee. This request must be filed within fifteen (15) working days of the District Manager's decision.

The Joint Resolution Committee shall be composed of the following:

- A. Company's District Manager, or his designee.
- B. Company's General Manager.
- C. President/Business Agent, Local 1763.
- D. Member of the Union Negotiating Committee.
- E. A neutral third party mutually agreed upon by the parties to act primarily as a facilitator.

The decision of the Joint Resolution Committee is intended to settle the grievance because this step is specifically designed to minimize the need to resort to arbitration. Therefore, the parties agree to promote a settlement of the grievance and in so doing will be constrained by the limits and terms of this Agreement. A settlement agreed upon by the parties shall be set forth in writing and will be duly signed by all the members of the Joint Resolution Committee. Such settlement will fully and completely resolve the grievance and the grievance shall not proceed to arbitration.

#### Section 10.2 - Grievance Arbitration

If the grievance is not resolved in the written response provided for in Step Three, and if the Company has processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and sent to the General Manager via certified mail (return receipt requested). Such filing must take place within forty-five (45) calendar days from receipt of the final decision from the Company.

- a. The arbitrator shall be appointed by the Company and the Union by whatever means both agree to or from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. If a panel is obtained from the Federal Mediation and Conciliation Service, selection shall be made within twenty (20) calendar days of receipt of said list, with the order of striking being determined by lot.
- b. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall have no authority to accept for submission or render an award in a grievance in which the specific procedures of



this Article, including the express time limits at each step, have not been adhered to. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company provided it complies with the provisions of this Article.

c. An award rendered in arbitration proceedings, which conforms to the provisions of this Article, shall not be subject to judicial review at the instance of either party.

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

### Section 10.3 - Extension of Time

Any action required in Article 10 which does not comply with the time and procedural requirements as stated above shall be deemed waived and abandoned by the party failing to comply with such requirements, unless either party requests in writing to extend or waive any of the time limitations, not to exceed thirty (30) days.

### Section 10.4 – Burden of Persuasion in Discipline and Discharge Matters:

Employees may be disciplined or discharged for just cause.

In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue whether the discipline imposed was excessive, unreasonable or an abuse of management rights shall rest on the union.

Employees may be placed on unpaid leave for a period not to exceed seven (7) calendar days pending an investigation by the Company. That period will be extended to fourteen (14) calendar days if the Police are conducting an investigation and employees will be paid for those periods if disciplinary charges do not result from the investigation.

### Section 10.5 - Precedent:

A decision made by the Arbitrator, or an agreement entered into, in writing, between the Company and the Union, with respect to any grievance concerning the interpretation of a contractual provision of this Agreement, or a Company policy, shall be binding upon the Company and the Union during the term of this Agreement. This shall not apply to discipline and discharge matters.

### Section 10.6- Discipline for cell phone use while driving:

First (1<sup>st</sup>) offense in a two-year period                      Five (5) day suspension without pay

Second (2<sup>nd</sup>) offense in a two year period                      Termination

10.7 Violations other than accidents

The look back period shall be twenty four (24) months.  
Discipline shall be progressive and on separate tracks.

|               |                                |
|---------------|--------------------------------|
| <u>Step 1</u> | Verbal Warning                 |
| <u>Step 2</u> | Written Warning                |
| <u>Step 3</u> | One day suspension without pay |
| <u>Step 4</u> | Two day suspension without pay |
| <u>Step 5</u> | Subject to discharge           |

Steps may be skipped for serious violations

10.8 Attendance policy

Definitions:

**TARDY:** An occurrence whereby an employee reports to work six (6) minutes or more after the scheduled starting time.

**ABSENCE:** An occurrence whereby an employee reports off work at least sixty (60) minutes prior to the scheduled start time in accordance with call-in requirements.

**MISSOUT: (No Call / No Show)** An occurrence whereby an employee fails to show up for work for an assigned work shift and fails to notify the designated person in charge at least sixty (60) minutes prior to the scheduled reporting time, or when an employee reports off work fifty-nine (59) minutes or less prior to the scheduled start time.

**FAILURE TO COMPLETE SHIFT:** An occurrence whereby an employee leaves work prior to the end of their scheduled end time without previous management approval.

**FAILURE TO COMPLETE MORE THAN HALF OF SHIFT:** An occurrence whereby an employee leaves work prior to completing at least half of their shift. For instance, if you have a split shift and you did not return for the PM portion or if you have an 8.5 hour shift and left before completing 4.25 hours.

|  |                  |
|--|------------------|
| Tardy                                    | one (1) point    |
| Failure to complete shift                | one (1) point    |
| Absent                                   | two (2) points   |
| Failure to complete more than half shift | two (2) points   |
| No call No show (miss out)               | three (3) points |

Floating ninety (90) day period

Eight (8) Points      written warning  
Ten (10) Points      two (2) day suspension without pay  
Twelve (12) Points    five (5) day suspension without pay  
Fifteen (15) Points    termination

Floating twelve (12) month period

A total of twenty eight (28) points during a twelve (12) month period will result in discharge.

The following absences shall be an excused absence

Jury duty, Military duty, Bereavement leave paid or unpaid, Worker's Compensation, FMLA, Approved time off, Leave of absence, Company related Court appearances, Sick or Accident leave with medical documentation.

Two (2) or more consecutive work days of absence, shall count as one (1) occurrence.

Attendance violations shall be on a separate track.

Other violations and the Attendance policy cannot be changed without the agreement of the Union and the Membership.

10.9- Audio/Video

Discipline shall not result solely from any viewing of tapes. The Company shall not view any Audio/Video without just cause or a reported reason for doing so, such just cause or reported reason shall require that a bona-fide incident/accident or report (either direct report or a triggered event) has occurred.

Union officers will be allowed to view Audio/Video devices that are being used to determine discipline and will be provided with a copy of Audio/Video device should the Union request Arbitration.

10.10 – Imposing Discipline

The Company may discipline an Employee whom the Company determines committed a violation. Notice of such decision to discipline shall be furnished to the Employee within fifteen (15) calendar days from the date the Company first obtains knowledge of the incident or act, which forms the basis of the charge or charges. This period may be extended to thirty (30) calendar days by written notice to the Union. The Employee shall have the right to file a grievance in accordance with the time limits outlined in Section 10.

## **ARTICLE 11 - DRUG AND ALCOHOL TESTING**

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. Such provisions are adhered to and expressly made part of this Agreement. Such provisions must comply with the DOT regulations. The Company acknowledges that reservationists are not subject to random DOT testing.

## **ARTICLE 12 - REPRESENTATION**

### Section 12.1 - Union Officers and Stewards

a. Recognition of Officers and Stewards: From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than three officers and two stewards, or their duly appointed designee(s) to serve as the Union's agent in the representation of employees of the Bargaining Unit. The Company shall not be required to recognize any employee as an Officer/Steward unless the Union has informed the Company, in writing, of the employee's name.

b. Compensation of Officers/Stewards While Engaged in Union Activity: The Officers/Stewards shall not be compensated by the Company for his/her duties as and Officer/Steward, and shall perform such duties during the times when he/she is not scheduled to work for the Company.

c. Union Officers or other designated union representatives employed by the Company shall receive their regular base pay if the Company requests their presence at a meeting or hearing which they attend concerning the application or interpretation of this Labor Agreement during the union officer's or representative's regularly scheduled shift.

### Section 12.2 - Distribution of Union Literature

The Company will provide the Union with a bulletin board, which shall be used by the Union for posting of official notices, meetings and other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory, offensive or derogatory notices or materials related to the Company or its Customers will be posted on the bulletin board.

### Section 12.3 Leave for Union Officers

Union officers will be allowed excused time off to attend grievance meetings, Union training, Union conferences, Union conventions and Union meetings.

Section 12.4 - Local Union Business

The President/BA shall be excused for 8 scheduled workdays per month, for the exclusive purpose of conducting the local union business. The Company shall be provided with forty – eight (48) hours' notice.

**ARTICLE 13 - NO STRIKES OR LOCKOUTS**

Section 13.1 - No Strikes or Lockouts

During the term of this Agreement, or any extension thereof, (a) neither the Union nor its members will, directly or indirectly, cause, encourage, sanction, condone, assist in or participate in any strike, work stoppage, slowdown, picketing or boycott against the Company and, (b) there will be no lockouts by the Company.

Section 13.2 - Discipline for Violation of Section

The failure or refusal on the part of any employee to comply with the provisions of Section 13.1 of this Article shall be cause for immediate discipline, including discharge. If any conduct prohibited by this Section occurs, the Union shall immediately do everything within its power to terminate such conduct.

Section 13.3 – Liability

The Company agrees that the Union shall not be financially liable to the Company as a result of any violation of this Article by an employee or group of employees if the Union has: (a) taken every reasonable means to terminate any such acts by the employees or any of them, (b) promptly and publicly declared that such conduct is unauthorized and directed such employees to return to work or to cease any other acts in violation of this Article, and (c) not directly or indirectly assisted, encouraged, or condoned such activity by such employees.

**ARTICLE 14 - NON-DISCRIMINATION**

The Company and the Union agree that there shall be no discrimination against any individual in hiring, compensation, terms and conditions of employment because of the individual's race, color, religion, sex, age, disability, veteran status, national origin, gender identity, union affiliation or union activity.

## ARTICLE 15 – SENIORITY

### Section 15.1 - Seniority Defined

Seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding, runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employee's seniority position will be determined by alphabetical order by last name. Seniority shall be applicable only as expressly provided in this Agreement.

### Section 15.2- Lay Off

a. Determination of Lay Off: The Company will determine the timing of a lay off, and the number of employees to be laid off by classification.

Employees who are subject to layoff shall be given a notice in writing at least seven (7) days prior to being laid off.

Part time employees by classification shall be laid off before any full time employees are laid off.

b. Lay Off: When a reduction in the work force becomes necessary, as determined by the Company, such lay off shall be in reverse order of seniority by classification.

### Section 15.3 – Recall

a. Order of Recall: The employee with the most seniority will be the first one recalled from a lay off by classification.

b. Notice of Recall: The Company will forward notice of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Company records. The employee must notify the Company within seven (7) days of receipt of certified letter of the intent to return to work and must return within fourteen (14) days of receipt of certified letter.

### Section 15.4

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

- a. Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.
- b. Failure to give notice of intent to return to work after recall within the time period specified, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Except for layoff, time lapse of six (6) months since the last day of actual work for the Company, regardless of reason, unless precluded by law.
- d. Failure to return to work upon expiration of an approved leave of absence.
- e. Layoff of a period of six (6) months or for a period equal to the employee's seniority, whichever is less.
- f. Absence of three (3) consecutive days without notifying the Company.
- g. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

#### Section 15.5 - Seniority List:

The Company will, by the first day of each month provide the Union with an up to date seniority list, which will include the employee's wage rate. The Company will provide a list by the first of the month with the names, address, and phone numbers of all new employees and a list of employees who leave the service of the Company. Such lists shall be deemed accurate unless challenged by the Union or an employee within ten (10) days of receipt. Dispatcher initial seniority will reflect the seniority order in place as of date of this Agreement.

#### Section 15.6 - Return of Personnel to Bargaining Unit:

A person who, after promotion out of the bargaining unit, for a period of ninety (90) days or less, remains in the continuous employment of the Company and, notwithstanding any other provision of this Agreement, will be returned to any designated job classification in the bargaining unit previously held by the person. If the transfer or such a person to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off. An employee who with the approval of the Company returns to the bargaining unit after the aforementioned ninety (90) days will not retain his previous bargaining unit seniority. Dues deductions will automatically cease on the 90<sup>th</sup> day.

#### Section 15.7 Posting of Openings

Reservationist/Dispatcher and Fueller openings shall be posted on a job posting bulletin board. Bargaining unit members including paratransit driver's, shall be eligible to apply, however, the Company reserves its right to hire a person it deems most appropriate for such positions.

### Section 15.8 Daily Sign-In Sheet

Copies of the daily sign-in sheet, from the previous week, shall be furnished to the Union upon request within one (1) business day. Such week's list shall be furnished as an identical copy of each day's sheet.

## **ARTICLE 16 - HOURS OF WORK**

### Section 16.1 - Purpose of Article

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

### Section 16.2 – 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. Employees will be paid weekly on Friday. Should a holiday fall on a Friday, efforts will be made to pay employees on Thursday. Employees will have the option of direct deposit.

### Section 16.3 - Work Shift

a. A driver's time shall start when he reports to work at his designated time and shall end at the completion of his shift. All shifts shall include fifteen (15) minutes prior to vehicle pull out to perform the Daily Bus Report and other preparatory matters. Ten minutes will be allowed at the end of each shift to handle post shift matters such as fare-box reporting and other duties.

Drivers and Dispatchers shall be given a thirty (30) minute unpaid lunch break during their scheduled shift. An Employee shall be given a lunch break no sooner than two and one half (2 ½) hours after the start of a shift and no later than six (6) hours into their shift. In the event that the Company requires a lunch break before or after the above stated time, the Company shall be required to provide a thirty (30) minute paid lunch.

Drivers who finish work after their scheduled finishing time shall fill out an exception slip which will include the reason for being late.

b. A reservationist shall be entitled to one (1) paid fifteen (15) minute break between the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) hour of work and a ½ hour unpaid lunch break between eleven (11) am and one-thirty 1:30 pm.



#### Section 16.4 - Work Qualifications

In order to qualify for work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently, and must possess all required licenses and certificates for the work desired and all required training or in-service hours must be current.

#### Section 16.5 – Overtime

An employee shall be paid one-and-one half (1 ½) times the straight time rate of pay then in effect for work performed when the total number of hours exceeds (40) in a workweek.

Overtime for reservationists will be awarded on a rotating basis. Reservationists wishing to work overtime will place their name on a list which will be updated monthly. Overtime will be granted in rotating seniority from those who sign the monthly list.

### **ARTICLE 17 - WORK SCHEDULE BIDDING**

#### Section 17.1 - Work Schedule Pick

- (a) The Company will conduct a bidding of regular Driver work schedules three (3) times a year, to be effective in January, June and September. The number of regular Driver work schedules will be at the discretion of the Company. When a full time shift becomes available that shift will be open for bid by applicable drivers junior to the vacant position.
- (b) Fuelers, the Company will conduct a bid of regular works schedules at least once per year, to be effective each April. Additional bids, and the number of work tours will be at the discretion of the Company. When a full time shift becomes available, that shift will be open for bid to applicable Fueler's junior in seniority to the Fueler vacating the position.
- (c) Reservationists, the Company will conduct a bid of regular work schedules at least once per year, to be effective each April. Additional bids, and the number of work tours will be at the discretion of the Company. When a full time shift becomes available, that shift will be open for bid to applicable reservationist's junior in seniority to the reservationists vacating the position. Two (2) Spanish speaking individuals must be on duty at all times. Part time shifts will be identified and bid by part-time reservationists after the full-time bid is completed.
- (d) Dispatchers, the Company will conduct a bid of regular works schedules at least once per year, to be effective each April. Additional bids, and the number of work tours will be at the discretion of the Company. When a full time shift becomes available, that shift will be open for bid to applicable Dispatcher's junior in seniority to the Dispatcher vacating the position.

### Section 17.2 – Drivers Posting

The Company will post work schedule times and descriptions of work to be performed seven (7) working days prior to the day bidding is scheduled. Work will be designated as ADA or Grocery runs if applicable on the bid schedule. Operators will work other driver assignments when not needed for Grocery work.

Holiday work sign-up lists will be posted a minimum of 14 days in advance of the date of the holiday. Work will be picked by seniority. Inverse seniority will be used if there are not enough volunteers to cover the holiday work. Employees will not be forced to work a holiday if the holiday falls on the employees' regular day off.

Reservationists - The company will post work schedules requirements of each bid, hours and days off, seven (7) days prior to the date the bid is to be effective.

Holiday work sign-up lists will be posted a minimum of fourteen (14) days in advance of the date of the holiday. Work will be picked by seniority. Inverse seniority will be used if there are not enough volunteers to cover the holiday work. Employees will not be forced to work a holiday if the holiday falls on the employee's regular day off.

Reservationists will be allowed to split shifts on holidays subject to review and approval of the Company.

### Section 17.3 – Drivers Bidding Order

On the day bidding is performed, operators may select work schedules by order of seniority. The following procedures shall apply: Copies of the work schedules will be posted on the bulletin board and given to the Union at least one (1) week prior to the first day of the bid process. The Company will determine the work, regular day off combinations and Extra Board assignments. Bidding shall be conducted and administered by the Company completed bids must be returned to the Company within five (5) days of the date bidding starts. The Union will have a Union officer or shop steward observe the bidding process, however, at no cost to the Company. At the end of the bidding process all bids are final, however if an error occurs the pick will begin where the error occurred.

Reservationists - On the day of bidding, reservationists may select schedules, based on their qualifications, in seniority order.

One (1) English only position may bid a Saturday and Sunday schedule off by seniority. A new bid will be held within thirty (30) days of ratification.

The parties agree to create a Labor – Management Committee in order to adopt a pilot program for the bidding procedure, for the remaining term of the contract. In the event both parties cannot agree on a pilot program, the bidding process shall revert to the current CBA language.

### Section 17.4 Drivers - Change in Schedules

The Company, at its sole discretion and at any time, may change the times and hours of any work schedule, however, the report time of any run may not be made earlier without the consent of the employee, or be made later by more than thirty (30) minutes. The Company, based on needs of service, can adjust end times. However, no employee will be required to remain thirty (30) minutes beyond the employees end time without the employees consent. The Company shall however, have the right to change report times by more than thirty (30) minutes late ten (10) during the schedules effective January and September and eight (8) times during the schedule effective in June due to decreases in service needs. When changes may have a substantial affect upon scheduled shift starting and scheduled shift stopping times or scheduled days off, a re-bid will be allowed once from the affected runs(s) down in seniority order; however this process does not apply to open routes.

#### Section 17.5 – Run Bid Scheduling

All employees run bids, not otherwise classified as “part-time”, shall have the following; All full-time run bid’s shall be required to have no less than forty (40) scheduled hours of work, including standby and extra-board. All four (4) day run bids shall be a scheduled straight ten (10 hours a day up to a maximum of fifteen (15) runs unless mutually agreed to by the Union and the Company at any time.

### **ARTICLES 18 - LEAVES OF ABSENCE**

#### Section 18.1 - Personal Leave

Leaves of absence of up to sixty (60) days may be granted at the Company’s discretion, upon receipt of a written request from the employee stating the reason for the requested leave.

#### Section 18.2 - Family and Medical Leave Act

The Company will comply with the provisions of the Federal and State Family and Medical Leave Acts.

#### Section 18.3 - Military Leave

The Company will comply with the provisions of the Veterans Re-Employment Rights Act.

#### Section 18.4 - Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in advance in writing by the Company.

### Section 18.5 - Requests for Leave

Requests for leaves of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence; however, time spent on leave of absence shall be without pay and shall not be credited towards tenure of employment or towards working time for benefits.

## **ARTICLE 19 – SAFETY COMMITTEE**

### Section 19.1 – Safety Committee

A committee of two drivers, one reservationist and one dispatcher shall be appointed by the Union. Two members shall be appointed by the Company. The purpose of this Committee is to review and to propose safe operating and working conditions.

## **ARTICLE 20 – FUNERAL LEAVE**

Section 1: Funeral Pay Eligibility: An employee shall, upon request, be granted up to three (3) consecutive days off with pay to attend the funeral and attend to the personal affairs of his/her current spouse, domestic partner, parent, child, sister, brother, grandmother, grandfather, grandchild, current mother-in-law and father-in law of the employee, and step-child and step-parent of current spouse or domestic partner. One (1) day must be the day of the funeral. In the event travel time is necessary, 3 additional days of unpaid leave may be granted if travel of one hundred (100) miles or more in each direction is necessary. Employees may use one (1) paid sick day or one (1) paid vacation day to attend the funeral of an aunt or uncle. The Company shall have the right to require proof of death of the relative or other documentation to substantiate the request for Funeral Leave. The name of the domestic partner must be registered in advance with the Project manager, using a form provided by the Company in keeping with State law.

Section 2: Funeral Pay 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 run schedule up to a maximum of eight (8) hours for each day. Employees will not be paid for days that they are not scheduled to work.

## **ARTICLE 21 – JURY & COURT DUTY**

Section 1 – Court Appearance: If an employee is required to serve as a witness in any Company-related legal proceeding, the Company will pay for any approved time associated with that appearance.

Section 2 – Jury Duty: The Company will pay an employee who serves as a juror in a legally constituted court, or who is called for jury duty interview, for time lost from the employee’s current run schedule. Employees are required to immediately report to work upon being released from jury duty if there are three (3) or more hours remaining in their scheduled shift. Jury Duty shall apply only to those hours for which an employee must reasonably be absent during his regularly scheduled hours. No employee will receive jury duty pay for more than five (5) days in any calendar year.

## **ARTICLE 22 - HOLIDAY PAY**

Section 1: All regular, full-time employees shall receive pay for the following holidays: New Years’ Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Birthday and effective 1/1/2014 the Employee’s Birthday. Employees scheduled to work on a holiday must do so unless excused in advance by the Company. Part-time employees shall be paid for Christmas Day.

Section 2: Holiday pay shall be calculated at the employee’s straight-time regular service rate and will be based on the employee’s regularly scheduled shift. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

Section 3: In order to be eligible for holiday pay, an employee must work his/her scheduled day before, the day of the holiday if scheduled to work and the scheduled day after the holiday. For the purpose of this article funeral leave, jury duty, military duty, FMLA and court appearance for the company shall count as time worked.

## **ARTICLE 23 – VACATIONS**

Section 1: Eligibility: All regular, full-time employees shall receive, after one (1) year of continuous full-time employment, vacation benefits as further detailed in this Article.

Section 2: Vacation Days: Employees who complete one (1) full year of continuous full-time employment shall receive five (5) days of paid vacation time off equal to 40 hours. Employees who complete two (2) years of continuous full-time employment will receive ten (10) days of paid vacation time off equal to 80 hours. Employees who complete ten (10) years of continuous full-time employment will receive fifteen (15) days of paid vacation time off equal to 120 hours. Employees who complete fourteen (14) years of continuous full-time employment will receive twenty (20) days of paid vacation time off equal to 160 hours. Vacation pay shall be calculated at the employee’s straight-time regular service rate and will be based on the employee’s regularly scheduled shift. Vacation pay will not be counted as hours worked for the purpose of computing overtime.

Section 3: Vacation Use: Paid time off can be used for either sickness or other personal time. If the days are used for sickness, all rules applying to adequate notice to the

Company will apply. If an employee is absent three (3) or more consecutive work days or more due to sickness, a doctor's note documenting the necessity of the days off may be required. If used for other personal time, an employee must give the Company at least seven (7) days' notice of the need for the time off and if business conditions permit, the Company will approve the time off.

Section 4: Forfeiture: No rollover of vacation days from one year to the next will be permitted. However, should a justifiable emergency arise, the Company may grant an employee the opportunity to carryover one (1) week of accrued, but unused vacation time to the following calendar year.

Section 5: Vacation Bidding Drivers: Vacation periods for operators will be determined by the Company and posted for bid on or about November 15 for the following calendar year. Vacation bids will be based on department seniority. Anyone who doesn't sign-up in November, will be assigned on a first come first serve basis. Request for vacation must be made two weeks prior to the time off desired. Vacation trades may be allowed with prior approval of the Company.

Section 6: Vacation bidding Reservationists: Requests for the use of vacation days and or weeks shall be made at least two (2) weeks in advance of the day(s)/week(s) desired. The Company will consider such requests and approve same when the needs of service allow. No more than one (1) reservationist will be allowed off on vacation at any one (1) time.

#### **ARTICLE 24- SICK DAYS**

Effective upon ratification of the membership all full-time employees, who have completed one (1) or more year(s) of service, shall be awarded four (4) paid sick days and effective April 1, 2014 and each April 1<sup>st</sup> thereafter employees shall be awarded five (5) paid sick days.

Employees can accumulate up to twelve (12) days of paid sick leave.

Sick pay shall be the employee's regular run pay, up to a maximum of eight (8) hours per day. Employees may use paid sick leave in the event of closure due to weather.

Employees may cash out up to five (5) paid sick days starting in December of 2014 and each December thereafter. Payment will be made by January 31<sup>st</sup> of each year.

Employees must call in at least one (1) hour prior to their start time in order to receive paid sick leave. The proper use of sick days will not cause the issuance of sick points. Pay for sick days shall not be counted as hours worked for the purpose of computing overtime.

#### **ARTICLE 25- INSURANCE**

Section 1 - Provisions: The Company shall provide group health, group dental and group vision insurance for all regular, full-time employees. Coverage will be effective the first of the month following completion of 90 days of employment. These Plans shall be administered in accordance with respective Plan provisions.

Section 2 - Eligibility: Employees shall be eligible for the Plans on the first day of the month following ninety (90) days of full-time employment.

Section 3 - Contributions: For participating employees in the group medical plan, the Company shall pay 70% per month of the cost of single coverage and 50% per month of the cost of family coverage under the group health insurance program. Effective April 1, 2019, the Company shall increase its contribution to 75% per month of the cost of single coverage and 70% per month of the cost of family coverage under the group health insurance program. Participating employees will pay the balance of the monthly premiums for the group health insurance coverage. The monthly premiums for the Dental and Vision plans are the participating employees' full responsibility. The Company contribution shall not increase by more than 10% per month per year during the term of the contract. Such increase in contribution shall only occur should the cost of the plans be increased by the insurance carrier. The increase in the Company contribution shall be on the effective on any premium increase. The employee shall continue to pay the balance over the Company contribution.

Section 4 - Life and AD&D Insurance: Regular, full-time employees within the bargaining unit shall be eligible to participate in the Company's group life insurance and accidental death and dismemberment insurance plan consistent with all the Plan's provisions. The coverage provided shall be \$15,000. The Company will pay the premium for this benefit.

## **ARTICLE 26-- RETIREMENT PLAN**

Effective January 1, 2015 the Company will match up to 2% of regular full time employees gross earnings for regular full time employees with six (6) months or more of service. The Company contributions shall be placed in the ATU 401 K plan no later than April 30<sup>th</sup>, July 31<sup>st</sup> and October 31<sup>st</sup> of each year.

## **ARTICLE 27-- WAGES**

The Company retains the right to establish training and starting wage rates for all classifications throughout the life of the Agreement. In no event shall the training or starting wage be increased above the rates noted below. It is also understood, that no incumbent employee shall earn a rate lower than any new hire in the same classification, nor shall a starting rate established by the Company be reduced. The paragraph above shall sunset at the conclusion of the term of this agreement.

Upon entering revenue service the hourly rates of pay shall be:

| Driver's | Current Rate         | As of 4/1/18                           | As of 1/1/19 | As of 4/1/19 | As of 4/1/20 | As of 10/1/20 |
|----------|----------------------|--|--------------|--------------|--------------|---------------|
|          | \$15.25              | \$15.50                                | \$16.25      | \$16.50      | \$17.25      | \$17.50       |
|          | \$16.10              | \$16.35                                | \$16.75      | \$17.25      | \$18.00      | \$18.25       |
|          | \$16.35              | \$16.60                                | \$16.75      | \$17.25      | \$18.00      | \$18.25       |
|          | \$17.05              | \$17.30                                | \$17.50      | \$18.00      | \$19.00      | \$19.25       |
|          | \$17.65 -<br>18.25   | \$17.90 -<br>\$18.50<br>(Respectively) | \$19.25      | \$20.00      | \$21.75      | \$23.00       |
|          | \$20.90 -<br>\$21.00 | \$21.15 -<br>\$21.25<br>(Respectively) | \$21.75      | \$22.25      | \$22.75      | \$23.00       |

| Reservationists | Current Rate         | As of 4/1/18                           | As of 1/1/19 | As of 4/1/19 | As of 4/1/20 | As of 10/1/20 |
|-----------------|----------------------|--|--------------|--------------|--------------|---------------|
|                 | \$13.25 -<br>\$13.85 | \$13.50 -<br>\$14.10<br>(Respectively) | \$14.50      | \$14.75      | \$15.00      | \$15.50       |
|                 | \$17.25              | \$17.50                                | \$17.50      | \$17.75      | \$18.00      | \$18.25       |

| Fuelers | Current Rate | As of 4/1/18 | As of 1/1/19 | As of 4/1/19 | As of 4/1/20 | As of 10/1/20 |
|---------|--------------|--------------|--------------|--------------|--------------|---------------|
|         | \$11.50      | \$11.75      | \$14.00      | \$15.00      | \$15.50      | \$16.00       |
|         | \$12.75      | \$13.00      | \$14.00      | \$15.00      | \$15.50      | \$16.00       |
|         | \$14.25      | \$14.50      | \$15.00      | \$15.50      | \$15.50      | \$16.00       |

| Dispatchers | Current Rate         | As of 4/1/18                           | As of 1/1/19 | As of 4/1/19 | As of 4/1/20 | As of 10/1/20 |
|-------------|----------------------|--|--------------|--------------|--------------|---------------|
|             | \$14.50 -<br>\$15.73 | \$14.75 -<br>\$16.00<br>(Respectively) | \$16.00      | \$16.50      | \$17.25      | \$17.50       |
|             | \$17.00 -<br>\$18.50 | \$17.25 -<br>\$18.75<br>(Respectively) | \$19.00      | \$19.00      | \$19.50      | \$19.75       |

Employees will be paid an additional \$0.75 per hour when actually conducting behind-the-wheel training of other employees.

An employee covered by this Agreement, except as noted above for behind-the-wheel training, will be paid \$0.50 per hour above their current rate of pay when assigned to train another employee, this differential will be paid for all actual time spent training.



The wage rates above are collapsed for the intentional purpose of eliminating a tiered wage structure by 4/1/20. After the 4/1/20 wage rates go into effect, it is understood between the parties, that a “wage progression” structure has been adopted, therefore eliminating the previous “tiered” wage scale. The operation of the wage progression has not been determined, and it is agreed that such determination shall be negotiated in the next agreement.

All wages retroactive from 04/01/18 to be paid in a separate check.

All Employees in represented classifications shall receive a signing bonus of \$100.00, to be paid in a separate check.

#### **ARTICLE 28-UNIFORMS**

Full time employees will be issued three (3) pairs of pants, with a fourth (4<sup>th</sup>) pair issued on the first anniversary of employment, five (5) shirts, a three (3) season jacket, a hat and a tie. The Company will issue replacements, when the Company deems replacement appropriate.

Part time employees will be issued a pair of pants and a shirt for the number of days the employee works, with a maximum of three (3) each, a three (3)-season jacket, a hat and a tie. The Company will issue replacements, when the Company deems replacement appropriate.

A \$25.00 shoe allowance will be issued each April 1<sup>st</sup> to all employees. Solid black footwear with black rubber heels shall be worn.

#### **ARTICLE 29 – RESTROOM USAGE**

An operator whom has a need to utilize a restroom, may do so upon proper notification to the Employer, and shall be required to secure their vehicle appropriately. In no event shall a driver be disciplined for utilizing a restroom facility when such previously stated requirements are met.

#### **ARTICLE 30- TERM OF AGREEMENT**

1. Upon expiration or termination of the Company's contract with its client, the Client shall designate a successor and may require the successor to fulfill the obligations of said Labor Agreement.
2. This Agreement shall be in effect from April 1, 2018 and shall remain in effect until 11:59 p.m. on the March 31, 2021 and shall continue in full force and effect from year to year thereafter unless either party hereto notifies the other party, in writing, on a date not less than sixty (60) nor more than one-hundred and eighty (180) days prior to the expiration date of the Agreement or the appropriate expiration date of any

extension hereof, of its desire to amend or terminate this Agreement. Changes in the Agreement shall be limited to those outlined in writing and all items on the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.

3. If the parties have not reached an agreement by the end of the contract term or any extension thereof, all the provisions of the Agreement shall remain in full force and effect unless either party shall give a fourteen (14) day written notice of termination to the other party. Such notice shall state the date and the hour of such termination. All provisions of this Agreement shall remain in full force and effect until the specified time has elapsed. During this period, both parties shall continue in good faith in their efforts to reach an agreement.
4. Subject to all the provisions of the immediately preceding paragraph 2 of this Article, should the Union elect to take economic action against the Company, all the provisions of the Agreement shall remain in full force and effect unless the Union gives the Company an additional fourteen (14) day written notice of their intent to use economic action. Such action, if used must be lawful and must not impair the Company's obligation to provide transit services to the Client or any other areas in which service is provided. Such notice shall state the date and the hour of such action will commence. All provisions of this Agreement shall remain in full force and effect until the specified time has elapsed. During this period, both parties shall continue in good faith in their efforts to reach an agreement.

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signatures of their authorized representative on the \_\_\_ day of \_\_\_\_\_, 2019.

Name & Title

Signature

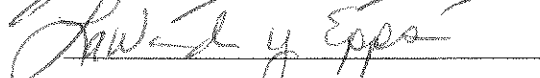
Andrew Burke - FT Gen. Mgr.



Anthony Taylor, President 1763



LaWanda Y. Epps F.S./Treasurer



Raymond Blethen - FT NE Director/ops.



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Rev. 01/04/2019