



COLLECTIVE BARGAINING AGREEMENT BETWEEN
FIRST TRANSIT, INC. ("THE COMPANY"),
PARATRANSIT OPERATION
COLUMBUS, OHIO
AND
TRANSPORT WORKERS UNION OF AMERICA, LOCAL 212

EFFECTIVE DATES: August 1, 2019 THROUGH July 31, 2022

PREAMBLE

This Agreement is made and entered into this August 1, 2019 by and between First Transit, Inc. (Company) for employees at the Company's Columbus, Ohio location, and Transport Workers Union Local 212 (Union).

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, as determined by the National Labor Relations Board in Case # 9-RC-17177, with respect to wages, hours and working conditions for all full time and part time non-probationary bus drivers of the Company at 1333 Fields Avenue, Columbus, Ohio 43201, or other address in the event the facility relocates, excluding all maintenance technicians" service workers, dispatchers, road supervisors, administrative employees, security guards & supervisors, as defined by the National labor Relations Act.

ARTICLE 2 - SENIORITY

- A. A full time driver is defined as a driver regularly scheduled to work thirty-five (35) or more hours in a workweek.
- B. A part time driver is defined as a driver regularly scheduled to work less than thirty-five (35) hours in a workweek. The Company will make every effort to limit the number of part-time drivers to 28%. If this cannot be accomplished, the Company will meet with the Union to discuss scheduling options. The Company agrees that the number of part-time drivers will be established solely on the basis of operational needs and not as a means to avoid offering medical benefits.
- C. There will be two types of seniority:
1. Hire Date: The date in which you began employment with Mainstream or First Transit. Hire Date will be used for the purpose of determining years of service for wages.
 2. Classification Seniority: The date on which you entered a part time or full time classification. Employees who move between part time and full time begin new classification seniority dates. Classification seniority will be used for the purpose of benefits, layoffs, vacation bids, bidding runs, plus voluntary and mandatory work, on a rotating basis.
- D. The parties agree that, once a part-time employee who has accumulated 1820 hours worked in a twelve (12) consecutive month period becomes a full-time employee, he/she is eligible for one (1) week of paid vacation on January 1. Thereafter, the employee will become eligible for additional paid vacation based on the date he/she became a full-time employee. The employee may elect to stay on as a part-time employee and not move to full-time status.

ARTICLE 3 - MANAGEMENT RIGHTS

A. Except as otherwise specifically limited by this Agreement, the Company retains all rights to fully control all matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of an express provision of this Agreement.

B. The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

C. The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Before implementation of any new or revised work rule, the Company will post a copy and will provide a copy of the rule to the Union President seven (7) days prior written notice before implementation of any new or revised work rule. The Company will meet with the Union to discuss the rule, if requested. The Company will provide each employee with a copy of the Company Rules and Regulations.

ARTICLE 4 - UNION SECURITY AND RECOGNITION

A. The employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees covered by the terms and conditions of this Agreement.

B. On the thirty first (31) day of employment, all bus drivers shall be required to become and remain members in good standing of the Union or be subject to payment of a fair share fee that will not exceed the dues paid by the members of the Union. Union membership does not afford an employee access to any grievance process during the probationary period. Upon receipt of a written individual authorization, the employer agrees it will deduct from such employees' earnings; initiation fees, Union dues, fare share fees, C.O.P.E. contributions, upon the specific request of the Union. The said dues, fair share fees, and contributions shall be forwarded to the Union on a monthly basis. Any C.O.P.E. contributions are sent with a separate check.

C. The Union shall indemnify and hold harmless the Company from all claims, demands, suits, or any other forms of liability of any kind which may arise out of actions taken or omitted by the Company for the purpose of compliance with the provisions of this article of the Agreement.

ARTICLE 5 - UNION REPRESENTATIVE

A. All business related to this Agreement shall take place between the properly accredited officers and agents of the Company, and the officially elected or appointed local officers or International Officers of the Union.

B. Business representatives of the Union shall be permitted limited access to the Company's premises during regular business office hours, 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 Operations Manager, or designee, prior to a 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.

C. Union employees and officials may request un-paid leave of absence. If Union leave is granted, it shall be with no loss of seniority.

D. The Company will allow the Union to give no more than one (1) hour Orientation to newly hired probationary employees at the end of the classroom training period.

ARTICLE 6 - NONDISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees. The Company and the Union agree that there shall be no discrimination against any employee on the basis of sex, race, color, and disability for which with or without a reasonable accommodation the employee can perform the essential functions of the job.

ARTICLE 7 - NO STRIKES/NO LOCKOUTS

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

B. During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies provided by statute for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees or the Union and the Company. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing.

C. 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 the Officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

D. An employee who has been determined by the Company to have violated the provisions of this Article may be disciplined up to and including discharge.

E. The Company shall institute no lockout of employees during the term of this Agreement.

ARTICLE 8 - PROBATIONARY PERIOD

- A. An employee shall be on probation for the first 90 calendar days from the date of hire.
- B. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications needed to do his or her required job. Probationary employees may request Union representation at disciplinary meetings. However, the Company has the absolute right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.
- C. Should an employee take a position out of the bargaining unit and later return to the bargaining unit, the employee will be assigned to the bottom of the seniority list for bidding purposes and will return to the wage scale in the previous bargaining unit position.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

A. For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the written terms of this Agreement. Disciplinary action may be grieved under this Article.

B. Grievances shall be processed in the following manner:

The Company and the Union believe in order to foster good Labor-Management relations, potential grievance issues may be best addressed if they are informally discussed as early as possible after the issue is known. Therefore, the Company and the Union encourage Operators to discuss the matter with the Operator's immediate supervisor as soon as possible after the issue comes to the Operator's attention.

STEP 1 - A written grievance must be submitted to the Department Manager no later than ten (10) calendar days after the Union or the Operator knew of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, the provision or provisions of the Agreement violated by the Company, and the remedy requested. The department manager must give a written response to this first step grievance within 10 calendar days.

Grievances concerning termination from employment may be submitted directly to STEP 2 of the grievance procedure.

STEP 2 - In the event the grievance is not resolved to the satisfaction of the Operator in STEP 1, above, the Union may submit the grievance in writing to the General Manager, or designee, within ten (10) calendar days following the date of the Company's answer in STEP 1. The General Manager, or designee, and the Union representative shall schedule a grievance hearing as soon as possible but no later than twenty (20) days to hear the grievance.

The General Manager, or designee, shall respond to the Grievance in writing as to the decision regarding the Grievance within ten (10) calendar days after the Step 2 Grievance Hearing.

STEP 3 - In the event the grievance is not resolved in STEP 2, the Union may refer the Grievance to arbitration by written notice to the General Manager within forty-five (45) calendar days following the date of the General Manager's response in STEP 2.

C. After a demand for arbitration has been made, within ten (10) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) 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, and a toss of the coin shall determine who strikes first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

D. This Collective Bargaining Agreement shall be the first joint exhibit in any arbitration proceeding. The Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement.

E. The fee and all related expenses of the Arbitration shall be shared equally between the Company and Union. Each party shall be responsible for costs it incurs and for the expenses of presenting its case.

F. The Arbitrator's decision shall be in writing and served on the Company and Union and is due thirty (30) calendar days following the date of hearing or submission of briefs by the parties. The decision of the Arbitrator shall be final and binding upon the Company, the Grievant and, the Union.

G. It is the intent of the parties that the time limits provided for in this Article shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. Failure of either party to adhere to the time limits set forth in this Article shall cause forfeiture of that party's case.

ARTICLE 10 - DISCIPLINE

A. The Company shall not discipline an employee without just cause. However, nothing shall prevent the Company from removing an employee from work while it conducts an investigation.

B. The Company recognizes the concept of progressive discipline, including counseling, oral and written warnings, suspension, and discharge. However, the Company and the Union agree that that some infractions, such as dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of the Company's Drug and 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, are of such a serious nature that they may be addressed by discharge on the first offense.

The Union will be provided a copy of all written discipline.

C. The Company shall issue discipline within ten (10) calendar days after the Company knew of the event giving rise to the discipline. For any issue requiring more than ten (10) calendar days to investigate, the Company will present a status update to the employee and Union every ten (10) calendar days.

D. If an employee does not receive any discipline for twelve (12) floating months, the employee's prior discipline will be removed from the files, except for safety discipline.

E. Upon Request by the Union Representative, the Company shall provide an opportunity for the Union Representative to view video clips and/or scheduling logs pertaining to an investigation.

F. Employees may review all training materials upon request.

ARTICLE 11 - BIDDING

A. The Company shall conduct General Bids at least twice annually, in January and July. The General Bid shall be posted at least fifteen (15) calendar days prior to bidding, when possible. Posted runs shall show the start and end times of the run and pay time. Bus Operators shall bid in seniority order as quickly as reasonably possible, so as not to hold up the bidding process. The Company will cooperate with employees to assure each employee has a reasonable opportunity to bid. Employees may leave a list of proxies with the Company prior to the bid.

B. When new or open runs become available, they will be posted for seven (7) days and bid on by seniority. Runs that need to be filled immediately will be filled by the extra board for the seven (7) day posting period and then will be assigned to the most senior driver applying for that run.

C. The Company will make every effort to work operators the number of hours they bid. The Company will note on bid sheets which routes are more likely to run longer than the scheduled bid time.

ARTICLE 12 - BULLETIN BOARD

The Company shall provide the Union with space for a bulletin board for its own use. All material posted on the Union bulletin board shall be limited to the official business of the Union in its role as the exclusive bargaining agent of this bargaining unit and shall be approved and initialed by the authorized Union Executive prior to being posted. It is understood that no offensive or derogatory material shall be placed on such bulletin board.

ARTICLE 13 - WORKWEEK AND HOURS OF WORK

- A. The workweek shall begin at 12:01 AM on Sunday and shall end at Midnight Saturday. Employees shall be paid every two weeks.
- B. Time and one half shall be paid for all hours actually worked in excess of 40 hours per week.
- C. There shall be an opportunity for volunteers to sign up for additional work. An Extra Board will be maintained. A forty-eight (48) hour notice will be given, when possible in the case of mandatory overtime and the most junior employee, by classification seniority, full-time employee will be forced first when no volunteers or part-time employees are available, and such assignment shall rotate. Part-time employees will be excluded from any forced assignments under this Section.

ARTICLE 14 - PHYSICAL EXAMINATION

Physical exams, when required by the Company, whether for federal, state or any other exam performed at the Company's direction shall be paid for by the Company so long as the employee is examined by the physician or medical facility designated by the Company. In the event an employee is required to submit to a physical exam during his/her normal run time, such time spent taking the physical, as required by the Company, shall be paid by the Company. The employee will be notified at least one (1) week in advance, or earlier, of the exam date.

ARTICLE 15 - VACATIONS

Full-time covered by this Agreement shall receive vacation with pay each year, as follows:

<u>Years of Full-time employment</u>	<u>Vacation</u>
After one year	One Week
After two years	Two Weeks
After seven years	Three Weeks
After ten years	Four Weeks
After fourteen years	Five Weeks

In order to receive full vacation, an employee must have worked at least 80% of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 80%, his or her vacation will be prorated to the nearest full workday. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, approved union business and FMLA will be counted as days worked for purposes of this provision.

Vacation shall be paid on the basis of eight hours per day, not to exceed 40 hours per week.

Vacation to which an employee will become eligible for the calendar year will be bid at the annual vacation bid. The vacation bid will be posted for the month of November, and employees will bid according to seniority starting on December 1. Employees may cash out one (1) week of unused but earned vacation in May, up to two (2) weeks of unused but earned vacation in October, and any remaining unused vacation days will be paid out at the end of the calendar year upon notification before the last pay period of December.

Once a part-time employee has accumulated 800 hours worked in the previous twelve (12) months, the employee shall receive two (2) paid vacation days on January 1. Each vacation day will be paid at four (4) hours of pay per day.

Vacation pay shall be granted, per the vacation schedule, each January 1. Vacation may be taken beginning January 1 of the calendar year with the understanding that vacation pay used but unearned shall be repaid or deducted if the employee is terminated or resigns prior to the date when it would have been earned.

Single vacation days should be requested as far in advance as reasonably possible, however, no later than 72 hours prior to the day desired, and shall be awarded subject to the Company's operational needs at the time.

If a holiday occurs on an employee's chosen vacation day, the holiday will be paid according to the Holiday provisions of the Agreement, and the vacation day will be taken at another time.

ARTICLE 16 - HOLIDAYS

Full-time employees covered by this Agreement shall be paid for the following holidays, or the days celebrated as such by the Company:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Veterans' Day

Part-time employees covered by this Agreement who average sixteen (16) or more hours per week over the prior twelve (12) weeks shall be paid for the eight (8) holidays listed above at four (4) hours of pay per holiday.

To be entitled to holiday pay, a driver must work their last scheduled workday before the particular holiday, and their first scheduled workday after the particular holiday, and the holiday if scheduled to work unless excused in advance by the Company.

Full-time operators who work on a paid holiday shall earn an hourly rate of time and one half (1.5) in addition to the holiday pay. A part-time operator who works on a named holiday will be paid time and one half (1.5) for all hours worked.

Holiday pay shall be based on the employee's regular day of pay, not to exceed eight (8) hours of pay for full-time employees and hour (4) hours for part-time employees, except

that an employee who is forced off work on a paid Holiday will be kept whole for that day.

ARTICLE 17 - LABOR / MANAGEMENT COOPERATION

Union and management representatives shall meet on a monthly basis to discuss issues which are important to the parties.

ARTICLE 18 – P.T.O. DAYS

Full-time employees, who have completed their probationary period, are eligible for five (5) paid Personal Time Off (P.T.O.) days per calendar year based on the employee's regular day of pay, not to exceed eight (8) hours of pay. At the end of the calendar year, if a day has not been used, it shall be paid out at 100% to the employee. Employees shall also be permitted to carry over two (2) unused personal days to the following calendar year and the remaining P.T.O. days shall be cashed out at the end of the year. Upon termination, an employee shall be paid out a pro-rated portion of his or her remaining P.T.O. days for the current calendar year. Similarly, a New Hire shall receive a pro-rated number of P.T.O. days for the calendar year in which he or she is hired.

No points will be incurred if a driver has PTO days to be used during days off.

All employees will be awarded one (1) PTO day for every three (3) months of perfect attendance.

ARTICLE 19 - WAGES

Employees shall receive the following scheduled wages:

Years of Employment	Wage Scale on 8/1/19	Wage Scale on 8/1/20	Wage Scale on 8/1/21
Start	\$14.25	\$14.50	\$15.00
1 year – 2 years	\$14.50	\$14.75	\$15.25
3 years – 6 years	\$14.75	\$15.00	\$15.50
7+ years	\$17.80	\$18.05	\$18.55
Hired 2000 or prior	\$20.75	\$21.00	\$21.50

- All wages will increase on August 1 each year in accordance with the above schedule and at the Years of Employment Steps – 1 year, 3 years, 7 years.
- Each bargaining unit employee shall receive the designated increase over his/her current hourly rate as of the date of ratification, retroactive to August 1, 2019. Retroactive pay will be paid no later than the 2d paycheck after ratification.

- The Company may increase the Start rate above as needed. When the Start rate is increased, adjustments will be added to increase if needed to maintain a minimum \$0.15 differential between each pay rate.

The starting rate of pay shall be equivalent to the lowest existing wage rate.

The Company will provide \$2.00 premium pay for Trainers while training.

Payroll Note #1:

Overtime will be paid at time and one half (1 1/2) for all work in excess of forty (40) hours worked in a workweek. Overtime is mandatory.

Failure to appear for or refusal to accept an overtime assignment shall constitute insubordination and be grounds for discipline.

Payroll Note #2:

Any employee possessing a current Commercial Drivers License (CDL) with a Passenger endorsement and already receiving the CDL premium at the time of ratification will maintain his/her \$0.25 per hour premium. Should the employee lose their CDL license with passenger endorsement, the premium shall cease.

An Operator will receive a \$0.50 per hour driving premium when operating CDL equipment.

Payroll Note #3:

Should there be an increase to the Ohio or Federal minimum wage beyond the lowest existing wage rate, this Article shall be reopened no later than forty-five (45) days prior to effective date of the increase.

ARTICLE 20 - INSURANCE

A. The Company shall make available a group health insurance plan, dental, and vision plans, for all full time operators who have completed their probationary period. The available plans and required employee contributions shall be detailed every year in an open enrollment packet. The plans shall be selected by the Company at its sole discretion. This Article shall be reopened in August 2020 and 2021 in accordance with Article 27, Duration of Agreement.

The Company shall contribute the following amounts per month towards health insurance coverage for full-time employees:

Effective October 1, 2019:

Single	80%
Single +1	70%
Family	60%

The Company shall make available the same dental and vision plans, to all part-time operators, who have completed their probationary period, at their own expense.

B. Full time employees, who have completed their probationary period, are eligible for the Company's group life insurance and accidental death and dismemberment insurance pursuant to the terms and conditions of the Company's plan. The benefit is \$10,000 and is fully paid by the Company. Full time employees, who have completed their probationary period, are eligible to purchase additional life insurance and accidental and dismemberment insurance at their own expense.

C. Full time employees, who have completed their probationary period, will be provided with Short Term Disability Insurance of \$150 per week at no cost, with the option to buy additional levels of coverage, pursuant to the terms and conditions of the Company's plan.

ARTICLE 21 - FUNERAL LEAVE

Paid funeral leave of up to three (3) consecutive workdays lost shall be granted to full time and part time employees in the event of the death of the employee's spouse, child, stepchild who resided with the employee, parent, parent of spouse, stepparent, grandparent, sister or brother. One of the paid days must be the day of the funeral. Proof of relationship may be requested.

ARTICLE 22 - JURY DUTY

Full time and part time employees shall be released from work with pay on the workdays serving on jury duty, until they are released from jury duty. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received.

ARTICLE 23 - UNIFORMS

Bus Operators are required to wear uniforms as directed by the Company. Upon commencement of revenue service, the Company will provide Bus Operators with uniform items consisting five shirts (long or short sleeve) and five pairs of pants and shall replace worn or damaged items as necessary.

ARTICLE 24 - 401(K)

Regular, full time employees within the bargaining unit shall be eligible for participation in the Company's 401(k) plan, subject to the plan's rules, regulations and eligibility. The Company will match 50% of the employee's contribution, up to 6% of an employee's contribution of annual gross earnings.

ARTICLE 25 - FULL AND COMPLETE AGREEMENT

This Agreement as written contains the entire existing Agreement between the parties and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof and not set forth herein, or any subsequent side agreement or addendum unless reduced to writing and signed by both parties to this Agreement. 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. Therefore, during the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations on any subject not referred to in this Agreement, except by mutual agreement, and with respect to those subjects referred to in this Agreement only as to the interpretation and application of such terms as may be required by law. It is understood that an issue not addressed in the contract will not be a subject of negotiations during the life of this Agreement, unless mutually agreed.

ARTICLE 26 - SAVINGS CLAUSE

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.


ARTICLE 27 - DURATION OF AGREEMENT

This Agreement shall be effective from August 1, 2019 through and including July 31, 2022, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing.

Effective August 1, 2020 and August 1, 2021, this Agreement shall be reopened solely as to Article 20, Insurance, should there be changes to the AVA which affect the plans. The Parties agree to begin meeting no later than 45 days prior to the start of the Company's 2020 and 2021 Open Enrollment period.

This Agreement shall be automatically renewed from year-to-year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least 90 days but not more than 120 days prior to the expiration date or any anniversary date thereof.

For the Company:

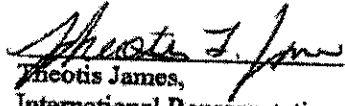

Patrick Smith
Area Vice President
First Transit, Inc.

9-24-19
Date



Mike Sessanen
General Manager,
First Transit, Inc.

9-24-19
Date

For the Union:


Theotis James,
International Representative
Transport Workers of America

9-19-19
Date


Marvin Mallory
President, TWU Local 212

9-19-19
Date