



Board of Directors

January 8, 2020 at 4:30 p.m.

114 Valley Street | Portland ME, 04102
METRO Conference Room

MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
1. Call Meeting to Order (4:30)	Belinda Ray, Board President	N/A
2. Public Comment (4:30-4:35) The METRO Board of Directors welcomes public comment. For items NOT listed on this agenda, the chair will recognize speakers at this point on the agenda. For items on the agenda, the chair will recognize public comment following the staff presentation. There is a three-minute time limit per citizen.	Belinda Ray, Board President	Information
3. Collective Bargaining Agreement (CBA) Renewal (4:35-4:45) The CBA between Metro and ATU Local 714 expired December 31, 2019. Management and union leadership reached a series of tentative agreements in November. These were presented to the Board at its December 12, 2019 meeting. Pursuant to 1 MRSA Section 405 (3) and 1 MRSA Section 405 (6) (D) the Board may vote to enter executive session to discuss the agency’s positions as it relates to the agreement with ATU Local 714. Any action(s) taken must be conducted in open session.	Glenn Fenton, METRO Chief Trans. Officer Jennifer Ogden, METRO, HR Director	ACTION
4. Non-union Staff 2020 Wage Adjustments (4:45-4:55) Historically, Metro has extended the same wage and benefits terms to non-union staff as stipulated in the CBA for union staff. Action on this item will approve a 2% cost of living increase for non-union staff.	Greg Jordan, METRO General Manager	ACTION
5. Future Agenda Items (4:55-5:00) Board members may request future agenda items.	Belinda Ray, Board President	Information
6. Upcoming Meetings (5:00) <ul style="list-style-type: none"> • Finance Committee – February 5, 2020 at 4:00 p.m. • Executive Committee – February 12, 2020 at 4:30 p.m. • Ridership Committee January 16, 2020 at 4:00 p.m. • Board of Directors – January 23, 2020 from at 4:00 p.m. 	Belinda Ray, Board President	Information
7. Adjournment (5:00)	Belinda Ray, Board President	N/A

BOARD OF DIRECTORS

AGENDA ITEM 3

DATE

January 8, 2020

SUBJECT

Collective Bargaining Agreement

PURPOSE

Review terms of Collective Bargaining Agreement.

BACKGROUND/ANALYSIS

In August 2019, staff entered into contract negotiations with Amalgamated Transit Union (ATU) Local 714. Both sides presented various proposals over the first days of negotiations. After the first round of meetings, it was mutually agreed by the parties to pursue a “fast-track” style of negotiations in which the parties focused solely on a small number of high priority proposals in order to expedite the negotiation process. Through this method of bargaining, the sides were able to reach tentative agreement on contract changes on November 21, 2019. The ATU 714 presented these tentative agreements to the union body and held a vote on Sunday, December 1, 2019. The union ratified the new contract by a majority vote.

Staff believe that the agreements reached match with Metro’s goals of improving safety, retaining and attracting high caliber employees, and positioning the organization for long-term sustainability.

The most important tentative agreements for the agency are outlined below:

- Requirement that all new employees in safety-sensitive positions must maintain a valid Federal Motor Carrier Safety Administration (FMCSA) medical certificate as a condition of employment. This provision will gradually ensure that employees in safety-sensitive positions meet the most stringent medical standards and will, over time, improve system safety for our customers and the public while also reducing the agency’s exposure to employee absences, accident risk, and insurance liability and associated costs.
- Phase out of agency sponsored health insurance for retirees age 62 to 65 beginning with employees hired after January 1, 2020. Phasing out this provision will reduce Metro’s financial liabilities, improve its net position, reduce the portion of the liability that must be annually expensed, and improve access to the most competitive borrowing rates.

As part of a strategy to secure the above agreements and combat the ongoing statewide challenge of recruiting and retaining qualified and well-fitted bus operators and mechanics, staff agreed to the following terms for wages and benefits:

- Annual percent wage increase: 2% (2020); 3% (2021) and 3% (2022). The annual average of 2.7% is slightly higher than in the previous contract in which wages rose an average of 2.5%. The average FY 2020 wage increase for area municipalities (Portland, Westbrook, Falmouth, and South Portland) was approximately 2.4%
- Employer match on 401a Retirement Program: increase from 6.5% to 7.0% in 2021 and to 7.5% in 2022. The average employer match for area municipalities for selected employee groups (Portland, Westbrook, Falmouth, and South Portland) in 2020 was approximately 7.4% (this figure is based on data readily available from municipalities). Please note that Portland, South Portland, and Falmouth do not contribute to Social Security while Westbrook does for non-union employees otherwise not covered by Maine State Retirement.

Table 1 summarizes each tentative agreement and the justification for it.

Table 1: Overview of Tentative Agreements

#	Tentative Agreement	Description/Justification
1	Contract term: 3 years	This is a typical contract for Metro and the industry
2	Change in bereavement leave to include “other family members living in the household”.	Provides same bereavement leave for union employees as nonunion employees.
3	Union to provide input on uniform vendor	Union has complained about uniform vendors. Management retains the ability to award to the vendor of its choice.
4	Union to get time with new employees	Provides Union officials 2 hours to meet with new employees to talk to them about the benefits of joining the Union.
5	Two bus operators guaranteed a day off on any given day	Provides employees with more certainty about time off requests.
6	Increase the number of PTO days from 11 to 12.	This change will not take place until year 2 of the contract.
7	Change in return to work program	Closes the current loophole that allows employees out on long-term absences to return to work for a short period of time and renew their benefits for 12 months.
8	FMCSA Medical Certificates	Requires all employees hired after 1/1/20 to maintain FMCSA medical certificates. This puts Metro on a course to having all its safety-sensitive employees receiving regular medical exams. Over time, it will help improve the overall health of the work group. By removing potentially unhealthy employees from service, the overall safety of the operation will improve. This change is expected to directly help in lowering insurance premiums and workplace injuries.
9	Eliminate eligibility for health insurance for retirees 62 – 65 for all employees hired after 1/1/20	Reduces Metro’s OPEB liability. Puts Metro on a path to eliminate OPEB liability over time. This will help Metro’s credit rating when borrowing for cash flow or bonding.

10	Increase the insurance opt out payout from \$500 to \$750 per quarter	Currently, six union employees exercise this option. This increase hopes to incentivize high opt out rates.
11	Increase tool/boot allowance to \$300/\$600 for Maintenance Department employees	Increase in tool/boot allowance improves efficiency and safety of Maintenance Department employees. Tool prices have risen significantly. A heavy-duty set of sockets now costs approximately \$250.
12	Overtime pay for work on Martin Luther King Day	Changes pay for work on MLK holiday to be the same as all other holidays.
13	Increase the 401a match to 7.0% in 2021 and 7.5% in 2022.	These increases are on the voluntary match amount to the 401a plan. This change positions Metro close to the average of its municipal member communities and South Portland. It will serve as an employee retention tool.
14	\$0.50 stipend for A/C certification and state inspection license.	Works as an incentive to get maintenance department employees to obtain valuable certifications. Also helps raise the starting wage for well-qualified mechanics, making Metro more competitive in the skilled labor job market. Currently, two mechanics hold the A/C certification and six hold state inspection licenses.
15	Wages: 2% in 2020, 3% in 2021, 3% in 2022	First year wages are suppressed to aid in filling Metro's projected revenue shortage in 2020. Wage increases in 2021 and 2022 help make up the low wage increase in 2020 and also serve as an employee retention tool. Wage increases in 2021/2022 are above average in part to "buy" strategic contract changes.

FISCAL IMPACT

Table 2 below estimates the annual fiscal impact.

Table 2: Annual Cost Impact (Incremental)

#	Tentative Agreement	Annual Impact (Incremental)			Final Budget Impact in 2022	Notes
		2020	2021	2022		
1	Contract term: 3 years.	\$ -	\$ -	\$ -	\$ -	No fiscal impact
2	Minor expansion of bereavement leave	\$ -	\$ -	\$ -	\$ -	De minimis
3	Union to provide input on uniform vendor.	\$ -	\$ -	\$ -	\$ -	No fiscal impact
4	Union to get time with new employees.	\$ -	\$ -	\$ -	\$ -	No fiscal impact
5	Two bus operators guaranteed a day off on any given day.	\$ -	\$ -	\$ -	\$ -	No fiscal impact
6	Increase the number of PTO days from 11 to 12.	\$ -	\$ 24,000	\$ 1,200	\$ 25,200	
7	Change in return to work program.	<i>These provisions will have future positive financial impacts, but they cannot be reasonably estimated.</i>				
8	FMCSA Medical Certificates					
9	Phase out of eligibility for health insurance for retirees 62 – 65.					
10	Increase insurance opt out payout to from \$500 to \$750/quarter.	\$ 6,000	\$ -	\$ -	\$ 6,000	May be offset by greater participation.
11	Increase tool/boot allowance to \$300/\$600 for Maint Dept employees.	\$ 2,300	\$ -	\$ -	\$ 2,300	Maximum exposure.
12	Overtime pay for work on Martin Luther King Day.	\$ 5,600	\$ 280	\$ 294	\$ 6,174	
13	Increase the 401a match to 7.0% in 2021 and 7.5% in 2022.	\$ -	\$ 32,331	\$ 33,947	\$ 66,278	
14	\$0.50 stipend for A/C certification and state inspection license.	\$ 10,000	\$ -	\$ -	\$ 10,000	
15	Wages: 2% in 2020, 3% in 2021, 3% in 2022.	\$ 103,700	\$ 144,219	\$ 148,546	\$ 396,465	
	Total	\$ 127,600	\$ 200,830	\$ 183,987	\$ 512,416	

RECOMMENDATION

Approve tentative agreements with ATU 714.

The proposed 2020-2022 CBA was reviewed and endorsed by the Executive Committee on December 11, 2019.

The Board of Directors reviewed the proposed tentative agreements at its meeting on December 12, 2019, but elected to defer to action to allow for the full CBA document to be distributed to board members in advance of taking action.

CONTACT

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Chief Transportation Officer

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ATTACHMENTS

Attachment A – Articles of Agreement (track changes version)

Attachment B – Articles of Agreement (final draft version)

ARTICLES OF

AGREEMENT

January 1, 2020 – December 31, 2022

Between

GREATER PORTLAND TRANSIT DISTRICT

and

Local Union #714

of the

AMALGAMATED TRANSIT UNION

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Memorandum of Understanding - Work Hours Program

Supplemental List of Team Leader Responsibilities

Required Tools - Mechanics, Technicians &
Building Maintenance

Required Tools - Mechanic II

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AGREEMENT

This AGREEMENT, effective as of the first day of January, 2020 by and between the GREATER PORTLAND TRANSIT DISTRICT, hereinafter called the "District," and Local Union #714 of the AMALGAMATED TRANSIT UNION, hereinafter called the "Union."

WITNESSETH: That in the operation of the buses of the District and respecting the relations to exist during the term of this AGREEMENT between the District and its employees, both parties hereto mutually agree:

This contract is the entire agreement between the parties.

1. RECOGNITION

1.1 The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours of work, and other conditions of employment for all classifications set forth in ARTICLE 5 of the AGREEMENT.

1.1.2 The employer shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the employer without proper authorization of the Union.

1.2 The District will pay up to 32 hours lost time annually and collectively for Union officials to be off on Union business. Requests for reimbursement will be only for hours used on business related to District operators or employees. The PR/BA or designee shall be allowed to attend to union business, to attend conventions, conferences and seminars.

1.3 Local 714 officials will give notice to their supervisors as soon as possible of their request for time off needed to conduct Union Business. If notice is not given as soon as possible, the time off may be denied at management's discretion.

2. DISCIPLINE

Policy:

Discipline shall be determined by the Transportation Operations Manager (or designee) for bus operators and by the Maintenance Manager (or designee) for maintenance employees. As a general rule, progressive discipline shall be applied; the District maintains the right to skip or repeat steps depending upon the severity of the infraction. All levels of progressive discipline with the exception of discharge, shall include counseling.

Violations shall be on separate tracks; i.e., attendance, misses, preventable accidents and other violations.

Attendance Violations

Discipline will not be issued for excused absences, which are: Worker's Compensation, Bereavement Leave Days, Approved PTO, Union Business, Jury Duty, Approved LOA, Military Duty and/or FMLA.

Unexcused absences of one or more consecutive work days shall count as one absence or occurrence.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1st Occurrence: Notification of the occurrence
- 2nd Occurrence: Notification of the occurrence
- 3rd Occurrence: Notification of the occurrence
- 4rd Occurrence: Counseling
- 5th Occurrence: Written Warning
- 6th Occurrence: Written Warning
- 7th Occurrence: Written Warning
- 8th Occurrence: One (1) Day Suspension (unpaid) and Final Written Warning
- 9th Occurrence: Subject to Discharge

No call/no show absences will result in suspension and final warning for first offense. A No call/no show is defined as an absence from the workforce without notifying the employer. For the purposes of this policy, if an employee has contacted the district within four (4) hours of their start time, this absence will not be considered a no call/no show.

Unexcused absences not relating to illness shall result in additional discipline.

Late Reports or Misses

A late report is defined as reporting for work past one's scheduled report time or failing to notify the dispatcher of expected lateness prior to scheduled report time. Employees who miss will be returned to their job and may be used to perform other work before returning to their job.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1st Occurrence: Counseling
- 2nd Occurrence: Counseling / Written Warning
- 3rd Occurrence: Counseling/Written Warning
- 4th Occurrence: Counseling/Written Warning
- 5th Occurrence: Final Written Warning, One (1) Day Suspension unpaid
- 6th Occurrence: Subject to Discharge

Preventable Accidents

Discipline will not be issued for non-preventable accidents.

For purposes of discipline, the “look back” period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression; however, steps may be skipped or repeated, depending upon the severity of the accident or degree of negligence. Discipline step shall be repeated for accidents involving one vehicle with minor damage. Discipline will not be repeated more than once per rolling 12-month period.

- 1st Preventable Accident: Written Warning and Paid Retraining as determined by the Company
- 2nd Preventable Accident: Written Warning and paid retraining
- 3rd Preventable Accident: One (1) Day unpaid Suspension and paid retraining
- 4th Preventable Accident: Three (3) Day unpaid Suspension and paid retraining
- 5th Preventable accident Subject to discharge.

Retraining during suspension shall be paid at the regular rate of pay.

If a preventable accident results in a fatality, progressive discipline may be skipped and the operator may be subject to immediate discharge.

Other Violations

Violations of the District’s policies and procedures, legal statues and general workplace principles shall subject the employee to progressive discipline; however, steps may be skipped or repeated, depending upon the severity of the violation.

For the purposes of discipline, the “look back” period shall be a rolling twelve (12) month time frame for minor violations and thirty (30) months for any final warning. Employees shall be subject to the following progression:

- 1st Occurrence: Documented Verbal Warning
- 2nd Occurrence: Written Warning for related occurrence
- 3rd Occurrence: One (1) Day Suspension (unpaid) and Counseling for related occurrence
- 4th Occurrence: Two (2) Day Suspension (unpaid), Counseling and Final Written Warning for related occurrence
- 5th Occurrence: Subject to Discharge

In the situations where an employee receives discipline in lieu of discharge, the look back period shall be sixty (60) months

Consequences for violations of the District and Union’s separately negotiated Drug and Alcohol Policy will be governed by that policy

2.1 Entries shall not be placed against the discipline record of any employee until he/she has been given the right of a hearing, to be scheduled by management, on an employee’s scheduled work day, and the defense, if any, is briefly recorded with the charge on

the record. Discipline shall be administered for not reporting to scheduled hearings. Upon request he/she shall be granted an adjournment before answering such charges. Any charge shall be brought within one hundred twenty (120) hours after the alleged offense is reported to the District, or in the case of a charge involving continuous or repeated negligence, within one hundred twenty (120) hours after the last instance of such negligence or misconduct and provided the employee is not off duty, and can be notified of such charge.

2.1.1 The Greater Portland Transit District (District) and Local 714 of the Amalgamated Transit Union (Union) have mutually reached the following understanding concerning the implementation of the requirements of the above Section 2.1:

2.1.1.1 The term "charges" means the District is required to notify the employee and the Union in writing.

- A. that a complaint has been made against the employee,
- B. the date of the receipt of the complaint by the District,
- C. the nature of the complaint in general terms, and
- D. that an investigation, including a hearing, is being conducted.

2.1.1.2 Any disciplinary action taken as a result of the investigation of the complaint shall be taken within a seven business day period upon conclusion of investigation.

2.1.1.3 If disciplinary action is taken, the District shall at the time of the disciplinary action provide to the employee and the Union all pertinent information that justified the reason(s) for disciplining the employee.

2.1.1.4 Any grievance filed as a result of an employee disciplined shall be filed not later than seven (7) business days from the date of the disciplinary action by the District. It is understood between the parties that the Union shall not be prevented from filing a grievance as provided in Section 2 -Discipline pertaining to an alleged violation of the procedures contained in said section and/or the provisions contained in this memorandum.

2.1.1.5 All disciplinary action taken by the District shall be for just cause.

2.2 No discipline by suspension shall be administered which shall permanently impair seniority rights.

2.3 Employees are not to be reprimanded publicly.

Unjust Suspension Or Discharge

2.4 Should it be found upon investigation in accordance with the provisions of this Collective Bargaining Agreement that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost including overtime in an amount that such employee would have normally worked and earned during such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of an Arbitrator, if the matter is referred to an Arbitration Hearing.

2.5 There shall be no unnecessary delay when employees are called to the office, and when so called on their own time, they shall be paid for their time at the regular rate.

3. GRIEVANCES

3.1 Should any grievance arise; the question shall be disposed of in the following manner:

3.1.1 The grievance shall be submitted in writing and signed by the employee and/or the Union no later than ten (10) business days after the aggrieved employee or the union knew, or by reasonable diligence could have known, of the facts upon which the grievance is based. A hearing will be held by the Director of the Department, or in the absence of the Director, the Director of Human Resources will be the designee, with regard to the grievance no later than ten (10) business days. The Director of the Department, or the Director of Human Resources in the absence of the Director of the Department, shall make a written decision on the grievance within ten (10) business days of the hearing.

3.1.2 If the answer of the department head is unsatisfactory, the employee and/or the Union may submit the complaint in writing to the General Manager within ten (10) business days as a final step. The General Manager shall answer such appeal within ten (10) business days after receipt of appeal and shall answer the appeal with the decision in writing within ten (10) business days.

3.1.3 Should the grievance fail to be resolved as a result of this series of hearings, the Union or the District may elect to process the matter to arbitration as outlined in ARTICLE 3.1.7.

3.1.4 The parties hereto agree to discuss, through their duly accredited officers, all questions arising between the parties.

3.1.5 Should any differences arise between them as to the true intent and meaning or as to the application of any provision which cannot be mutually adjusted through the grievance procedure, after the procedures outlined in this ARTICLE have been exhausted, then same shall be submitted to an arbitrator no later than thirty-one (31) calendar days after such difference has arisen.

3.16 The duly accredited officers representing the District or the Union will notify the American Arbitration Association in writing within the prescribed time limits set up in

this ARTICLE of its desire to arbitrate the issue and its articles of submission, setting forth the question or questions to be arbitrated. The party instituting the notification will send a copy of such notification to the other party, and the other party will, within ten (10) business days, notify the American Arbitration Association in writing, with a copy to the instituting party, whether or not it agrees with the submission of the instituting party setting forth the question or questions to be arbitrated. If there is no agreement as to the submission, it will be developed and agreement reached at the hearing before the arbitrator. No later than ten (10) business days after the instituting party's notice to the American Arbitration Association, the American Arbitration Association will send lists to both parties listing ten (10) arbitrators available to serve on the case. Each party will cross off any name it does not wish to serve on the case and will signify their order of preference of the names that they have not crossed out. These lists will be returned to the American Arbitration Association no later than five (5) business days after their receipt. The American Arbitration Association will appoint the most mutually acceptable remaining name from the list. Should all names have been crossed out by either of the parties, the American Arbitration Association will resubmit a new list of seven (7) names to the parties within the next five (5) business days, and the parties may cross out any three of the seven names submitted and will signify their order of preference on the remaining four names and return the list no later than five (5) business days after it is received. The American Arbitration Association will then appoint the most mutually acceptable choice from the list and hearings will begin as soon as it is possible for the arbitrator to hold them. Hearings will be held under the rules of the American Arbitration Association, and the decision of the arbitrator submitted in writing to the District and the Union, shall be binding upon both parties. The arbitrator shall have authority to consider and decide finally in all cases, questions of his/her own jurisdiction under this AGREEMENT

3.1.7 The expense of the arbitrator, together with other necessary expenses, such as hall rental, stenographer, etc., shall be borne equally by the parties. If either the District or the Union cancels an arbitration unilaterally after the cancellation penalty date, the party canceling the arbitration shall be responsible for the arbitrator's fees and room costs.

3.2 The time requirements stated in ARTICLE 3.1 may be extended by written agreement of the parties for a mutually agreed upon period of time.

3.3 Grievances which affect a number of employees and involve a question which is common to all of them may be consolidated.

4. PENSION PLAN

4.1 The District and employees shall continue to fund a pension plan on a defined contribution plan basis provided that no unfunded liability shall ever accrue to the District and the District shall have no obligations beyond the contributions required by this ARTICLE. The District will match employee voluntary contributions up to **6.5% effective January 1st, 2019, 7.0% effective January 1st, 2021 and 7.5% January 1st, 2022**. Employees may elect to raise or lower their contribution at any time.

4.2 For 2018, for current employees the new matching contribution shall start at the first payroll after the signing of this contract. New employees starting after the signing of this

contract shall have their contributions start after their qualifying period has ended to participate in the plan. Qualification period for all employees is the first of the month following the sixty (60) days after the date of hire.

The pension plan shall follow a vesting schedule for any new employees starting after 2/24/2015. This vesting schedule shall be as follows and is a progression to one hundred percent (100%) vesting on the District's match into the employee's pension.

Years Of service	Vesting on Employer Match
0-12 months	0%
13-24 months	20%
25-36 months	40%
37-48 months	60%
49-60 months	80%
After 60 months	100%

5. **WAGES**

5.1 The following hourly base rates of pay are established for these classifications.

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022
	2.00%	3.00%	3.00%
Master Technician	\$32.31	\$33.28	\$34.28
Technician	\$30.05	\$30.95	\$31.88
Mechanic	\$28.97	\$29.84	\$30.73
Mechanic II	\$27.20	\$28.02	\$28.86
Parts Clerk	\$28.56	\$29.42	\$30.30
Fleet Care Worker	\$21.73	\$22.38	\$23.05
Master Facilities Technician	\$31.78	\$32.74	\$33.72
Building Maintenance	\$28.45	\$29.30	\$30.18
Utility	\$21.34	\$21.98	\$22.64

5.2 Maintenance Employees shall progress to hourly base rates of pay as follows;

<u>Service Requirement</u>	<u>Hourly Pay</u>
Date of hire to 12 months	85%
13 months to 24 months	90%
25 months to 36 months	95%
After 36 months	100%

5.3 Bus Operators' shall progress to the hour base rates of pay as follows:

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022
	2.00%	3.00%	3.00%
End of training to 12 months	19.65	20.23	20.84
13 months to 24 months	20.87	21.50	22.14
25 months to 36 months	22.73	23.41	24.11
After 36 months	27.20	28.02	28.86

5.4 The District may employ part-time operators for use in work limited exclusively to the following: school service, shuttle service, inter-modal service, hotel service or park and ride runs not part of regular runs, provided that no more than 75% of the operators for use in such special service work on a given day may be part-time operators.

5.4A The District will be allowed to have up to three (3) part time drivers for the purpose of covering PTO days and Union leave days. Part time operators who perform this function will be paid \$16.48 per hour. Current employees will be grandfathered at their rate of pay.

5.4.1 After completion of their probationary period, part-time operators shall become members of the bargaining unit. No individual part-time operator shall work more than thirty (30) hours per week. No full-time operator shall be laid off due to this part-time work and hiring preference shall be given to qualified retired employees. Temporary vacancies shall be filled from the spare board. Part-time operators shall not be used to displace full-time employees. If a layoff occurs because of a reduction in fixed route service, the District will make a good faith effort to piece together part-time work and extra pieces off the spare board to make a full-time job. Laid off operators will be given the option of bumping a part-time operator, as per Section 20.1.

5.4.2 Seniority for part-time operators shall begin to accrue after the operator has been "turned in", (that is, after completion of the training period required prior to entering active employment). A full-time operator who has retired as a full-time operator and has been rehired as a part-time operator shall have seniority begin on the day they were hired as a part-time operator. Should more than one (1) operator be hired on the same day, seniority shall be based on date and time of application. Layoff of part-time operators shall be on the basis of seniority, with the most junior part-time operator to be laid off first. The original assignment of a part-time operator to a particular run shall be protected, and a part-time operator shall be entitled to remain in that position until such time as the part-time operator vacates the position

or is laid off. Any vacancies arising in part-time positions shall be posted, and filled by part-time operators on the basis of seniority.

5.4.3 Any disputes under this Article 5.4 shall be resolved in accordance with the grievance procedure.

5.5 Operators, Technicians and Mechanics shall receive One Dollar (\$1.00) per hour in addition to their regular hourly rate of pay when required by the District to instruct student operators and maintenance employees. District required instruction shall be done by members of the bargaining unit whenever possible.

5.6 A mechanic shall be required to hold a State Inspection license within six (6) months of hiring/promotion.

5.6.1 Maintenance Department Employees in the Mechanic and Technician Classifications will receive \$1.50 per hour for successful completion of ASE Tests H1 and H2.

5.6.2 Should the District take on the full responsibility of maintain school buses by written agreement with a school district, all Mechanics and Technicians that obtain a State Inspection License for school buses shall be paid \$.25 per hour in addition to their regular rate of pay.

5.6.3 Mechanics and Technicians that hold a State inspection license shall be paid a stipend of \$0.50 per hour.

5.6.4 Mechanics and Technicians that hold an A/C certification shall be paid a stipend of \$0.50 per hour.

5.7 The District may create the classification of Working Foreman, (working mechanic), for night work in the Maintenance Dept. Pay will be at Mechanic's rate plus seventy-five cents (\$.75) per hour. The working foreman shall have the same authority as the team leader in reference to the team leader having the authority to present activity and incident reports that may or may not result in disciplinary actions as outlined in paragraph 8 of the list of team leader responsibilities.

5.8 Employees who work on Sundays shall be paid a premium of fifty cents (\$.50) per hour in addition to their regular hourly rate for all time worked on Sunday. This will be added to the rate at straight time rates after any overtime rate is calculated.

6. **WORK HOURS OF OPERATORS**

6.1 Operators shall bid work for five (5) days per week.

6.1.1 Operators shall be allowed to swap days off provided:

- The Operators swapping make all arrangements for the swap, on their own time.

- Swaps must be submitted in writing, on a form provided by the District, ~~at least two (2) business days before the spare-board is released~~ prior to the first day of the swap and approved by management.
- Swaps must be completed in the same pay week.
- ~~— In order to be eligible to swap, Operators must have exhausted or committed all paid time off or have been denied time off for the day which he/she wishes to swap.~~

6.2 In no case shall an operator work on his/her "off day" except in an emergency, whereby there is a shortage of operators. Then the District may call operators on their "off day" for any bus work, such work to be divided as equally as possible from week to week in accordance with seniority. When a regular operator is called on his/her "off day," the operator shall perform such work as would have been regularly assigned to him/her had it not been his/her "off day." When a regular or spare operator is called on a Saturday, he/she will work the latest finishing job. When called in on a Sunday, he/she will work the open job. On Minor Holidays, if called in, he/she will work the latest finishing job if not holding a regular job or a spare position. Any operator required to work on his/her "off day" shall be notified by the District not later than three o'clock (3:00 P.M.) of the previous day. Such operators shall receive time and one-half (1 ½) for all work on a day off if the operator completes all of his/her assigned work on his/her regularly scheduled five (5) days in that work-week, unless excused due to his/her illness or death in the family. It is understood that when an operator is called, he/she shall not be called again for such work until all the other operators who are available have been called.

6.2.1 An operator that works on his day off shall be paid straight-time for hours worked if he has an unscheduled day off within in the same pay period. The first occurrence of this type each calendar year shall be paid at overtime. Operators forced to work their day off shall be exempt from the unscheduled work provision and shall be paid overtime

6.3 The foregoing relating to operators who are working on their "off day" shall become inoperative if a layoff of operators has taken place without a corresponding reduction in work or when additional runs or regular extra work have been established that have not been compensated for by the hiring of additional operators.

6.3.1 If an operator is assigned to work their scheduled day off two weeks in a row or two scheduled days off in a row, and it becomes necessary to assign an operator for a third straight week, or a third scheduled day off, then the next junior operator shall be assigned the work.

6.4 For the purpose of calculating overtime hours during the work week, any paid leave for bereavement leave or jury duty shall be counted as hours worked.

7. TIME ALLOWANCES

7.1 Operators shall be required to report ten (10) minutes before scheduled starting time to prepare for work, which time shall be allowed. Operators shall be allowed five (5) minutes for putting up a bus. Swinging on or swinging off a bus in service shall not carry those allowances.

7.2 Operators when required to make out accident reports and incident reports on their own time shall be entitled to twenty (20) minutes time allowance.

7.3 Employees required to participate in accident or incident investigations beyond the point of making out reports, shall be paid for all lost time if during their regular working hours and for all of their own time actually employed in such work.

7.4 Employees attending court or attending any official inquiry regarding the District business, shall receive the same consideration as to wages which they would be entitled to if engaged in their regular work, but shall not be entitled to a witness fee in addition.

7.5 Employees required to come into the District's offices on their own time for District business, other than disciplinary matters, shall be compensated for time spent in such meetings. This provision shall not apply to time spent selecting work.

7.5.1 When the District schedules a meeting with an operator and the District cancels the meeting at the last minute and the operator is traveling from home and reports and/or an Operator who reports, shall be paid one hours pay.

7.6 Employees required to serve on jury duty shall be paid an amount which, together with the compensation received as a juror, equals eight (8) hours pay at straight time rates per day, provided the employee serves such duty on a scheduled work day. When an employee reports for jury duty, that employee will be considered on jury duty for the entire day.

8. REGULAR RUNS

8.1 A regular run is any scheduled run which provides between seven and one-half (7 ½) and eight and three-quarter (8 ¾) hours platform work, to be completed with not more than one (1) break, but the District may take a lesser number of hours and make a scheduled run. Such runs, however, shall not have more than two (2) breaks.

8.2 Breaks of less than thirty (30) minutes shall be paid for as platform time.

8.3 All regular runs with platform time of less than eight (8) hours, shall pay eight (8) hours time.

8.4 In making up schedules of regular runs, the District shall arrange at least sixty-seven (67) percent of the runs with an outside time not exceeding ten (10) hours and the remainder of the regular runs not exceeding twelve (12) hours outside time. Whenever possible, other pieces of regular work that are left over, after the aforementioned runs have been drawn up, shall be put together as outside runs. An outside run is a run that contains less than seven and one-half (7 ½) hours of actual work time that can be completed within twelve (12) hours and will pay eight (8) hours time plus the other provisions of regular runs. Such outside runs shall not be counted in arriving at the percentage breakdown for regular runs mentioned above in this ARTICLE. Nothing in this ARTICLE shall preclude the District from

placing on the spare board, pieces of work of less than four and one-half (4 ½) hours, provided these pieces cannot be put together to make runs or outside runs.

8.5 Time for reporting or turning in and allowed time, shall not be considered in determining whether a run exceeds the limits of outside or inside time.

8.6 All regular runs with platform time of less than eight (8) hours, shall pay eight (8) hours time. Time allowances outlined in ARTICLES 7.1 and 7.2 shall be applied against the time required to bring a run up to eight (8) hours.

8.7 Fifteen percent (15%) of weekday runs are to be straight eights and are to be completed before 2:30 P.M.

8.8 Twenty-five percent (25%) of regular runs are to be straight eights.

9. OVERTIME ALLOWANCES: REGULAR OPERATORS

9.1 An operator holding a regular run will not run extra trips or do extra work, unless there are no available spare board operators on the property. . When regular operators are required to do extra work, such work shall be given to the senior available operator who can start and complete this work. Once an operator has finished his/her daily work, the District is not required to call them back in if more work becomes available. The provision for completing the work also applies to extra operators.

9.2 Whenever an operator has a paid guarantee on a regular run, no additional time will be paid unless a delay exceeds the amount of the guarantee.

9.3 Regular operators when delayed over thirty (30) minutes beyond the run's scheduled time of relieving, shall be paid at the regular rate for the first thirty (30) minutes, and additional compensation at the rate of fifty percent (50%) of the regular hourly rate after the first thirty (30) minutes. The time to be computed in actual minutes.

9.4 Operators called upon to do any work which calls for time in excess of the run's scheduled time of relieving, except in the case of delays mentioned in the previous paragraph, shall be entitled to additional compensation at the rate of fifty percent (50%) of their regular hourly rate. The time to be computed in actual minutes.

9.5 A regular operator called upon to report earlier than his/her regular reporting time, or called back after his/her relief time, shall be paid at the rate of fifty percent (50%) above his/her regular rate for such extra work. For report before starting his/her run, or report within one (1) hour from his/her release time, he/she shall be paid from the time called if he or she arrives within one hour of time called. If he or she does not arrive within one hour from the time called, he or she shall be paid from the time that they report. When called within one (1) hour of relief time, his/her extra time shall start at his/her relief time. For report more than one (1) hour after his/her relief time, he/she shall receive not less than two (2) hours regular pay.

9.6 If the District must assign an operator to work after his or her appointed shift, whenever possible, it shall be the junior available operator that has not already worked 12 hours.

10. SPARE BOARD WORK

10.1 All platform work other than regular runs, except otherwise provided for, shall be listed as work for operators on the spare board, and shall be completed within twelve (12) outside hours. In determining the outside hours, time for reporting and turning in, shall not be considered.

10.2 All operators on the spare board who are listed for work and report in time, shall receive at least seven (7) hours pay, therefore, whether working or not, provided they remain on duty as long as required by the District, but not exceeding twelve (12) hours. All work in excess of seven (7) hours will be paid for at regular rate. For all such operators on the spare board who work a full day, as outlined above, if their seven (7) hour guarantee plus all time allowances fail to equal eight (8) hours, sufficient additional time shall be added to bring the time paid for that day's work to equal eight (8) hours. Time allowances which are actually outside the twelve (12) hour spread shall be paid at straight time rates in addition to the said eight (8) hour minimum pay.

10.3 Operators on the spare board who are listed for "early report" and "A.M. details", shall remain on report unless working or excused at their own request, until such time as the spare board is posted for the day. The first report operator shall not receive a break unless he/she catches a regular run, and then shall only receive a break if the regular run contains a break.

10.4 On listed or assigned work, when the intervening time between extra runs or reports is less than one (1) hour, such time shall be considered continuous.

10.5 When operators are called from their listed assignments to cover "early reports" or "A.M. details," the earliest operators listed for report shall be called first, and shall be paid from the time called, provided he/she reports within one (1) hour. Operators called in this manner shall receive at least as much time as they would have received on their original assignment.

10.5.1 Operators holding positions on the spareboard, shall be paid for all time worked or held in excess of twelve (12) hours outside time, and shall be compensated for the same at the rate of fifty percent (50%) in addition to the employee's regular hourly rate.

10.6 On duty operators, not performing regular duties may be required to answer telephones and distribute materials on District property, even when only one operator is covering. Cover operators may be allowed to answer radios when the Dispatcher is off duty, and make deliveries off District property which shall include monthly passes, 10 ride tickets, and Board of Directors packets, when more than one cover man is on duty. The primary duty of the spare board operator is to protect District service, emergency situations excepted. The District will attempt to use a cover operator for a period of two (2) consecutive hours when a

cover operator is available for phone coverage, and without restriction to hours when a second operator is not available.

10.7 Spare Board Rules. Work for spare board operators shall rotate. When two or more pieces of work come in at the same time, the cover person who is due out next, shall get the piece of work that is due out first.

If your trip or shift is cancelled before you reach the Pulse, this does not constitute having done a piece of work and that cover person retains their position in the rotation

If the cover person is out driving and dispatch calls them to do another piece of work, they shall do it, regardless if someone else is on the property or not. Dispatchers shall make every effort to know who is next up in rotation and use that cover person. If Dispatch decides that it would be beneficial to the service to use the cover person already out, that is acceptable.

Congress Street shifts at the garage do not count as being part of the rotation unless the bus leaves the garage and goes to Mercy at the Fore and returns to St. John Street.

If a piece of work comes in before a cover person goes on the clock, but the work starts after that person is on the clock, and he/she can start and finish the piece of work, then that person shall do the work.

11. POSTING RUNS AND SPARE BOARD POSITIONS FOR SELECTION

11.1 Whenever a general selection of regular runs and positions on the spare board takes place, the same shall be advertised at least three (3) days prior to the time of selection. At the same time, there shall be posted time tables showing the amount of platform time, the reporting, relief, and putting up time, the time of leaving terminals on each trip and the number of the relieving run of all weekday, Saturday, and Sunday runs.

12. SELECTION OF REGULAR RUNS AND SPARE BOARD POSITIONS

12.1 In a general selection of regular runs and positions on the spare board, there shall be a separate selection of weekday, Saturday, and Sunday work. Seniority and continuous service as an operator for the District to prevail.

12.1.1 The selection for runs on holidays shall occur three weeks prior to the holiday and will not include operators scheduled on vacation on the holiday.

12.2 The selection of all regular runs and positions on the spare board shall be allowed when new runs are established or changes are made to schedules, which would change a run by twenty (20) minutes or more per day.

12.3 Regular runs and positions on the spare board shall be re-picked in a general selection four (4) times per year. The scheduled dates for the implementation of the general selections will normally be the second Sunday of February, June, November, and the Sunday before Portland Public School starts in August. Management may elect to change the

implementation date of general selections by providing written notice to the union at least sixty (60) days prior to the regularly scheduled effective date of the general selection.

12.4 All general and vacation bidding will be done in the following manner: A representative from management will make a list of all operators, by seniority, divided equally as possible over a five-day period, preferably beginning Monday and ending Friday. Operators shall bid according to seniority. This list will include bid time allowances of at least one (1) hour for each operator to see the bid sheets and choose their selections(s). If an operator is absent at the time of general bidding, unless the operator has a designee to bid for him/her or has left two (2) copies, one with the designated District representative and one with the designated Union representative, of a written list of selections for his/her bid, the operator shall be assigned to the same run or same spare board position that he/she held in the preceding bid, if open. Otherwise the representative of the District and the Union shall assign the earliest finishing run. Whenever possible, the bid week will start two (2) weeks prior to the effective date of the job bid and at least one (1) week prior to November 30, for the vacation bid.

12.5 At the time of each general bid, the District shall prepare a chart allotting the number of "off days" to be allowed each day of the week and each operator shall make selection of his/her "off day." Operators indefinitely off on sick leave, if bidding, shall bid Sunday as their "off day." If an operator selects Saturday, Sunday or a Holiday for his/her "off day," the operator shall not change until the next general bid unless a permanent vacancy occurs or manpower requirements increase. The junior operator shall be assigned the position.

12.6 The District's bid sheets will be given to the Union at least eleven (11) calendar days prior to bidding. The District shall consider bid sheets submitted by the Union.

13. FILLING VACANCIES IN REGULAR RUNS OR SPARE BOARD

13.1 Permanent vacancies in scheduled runs shall be advertised within three (3) days for selection, except when general re-bidding is due. Bidding shall be on a seniority basis open to all operators. Three (3) days shall be allowed for which to apply for the advertised vacancy, and the closing date and hour shall be stated in the posting. The result of the bidding shall be posted. If no applications are received, the junior operator on the spare board shall be assigned to the vacant run(s). Operators who are discharged and who are reinstated after a general selection, shall be placed on the spare board with their seniority and be allowed to select days off that they would have been entitled to had they participated in the general selection.

13.2 Permanent vacancies in the spare board shall be advertised and bid as above. If no applications are made for such vacancies, then the operators on the spare board shall be automatically moved up.

13.3 Whenever an operator holding a regular run is on leave of absence for more than thirty (30) calendar days or is off duty or not operating his/her run for any reason, with no prospect of his/her return within thirty (30) calendar days, his/her run shall be considered temporarily vacant. As soon as such condition is known, the run thus vacated shall be advertised for choice within three (3) days and bid off or assigned in the same manner as a

permanent vacancy, the choice being limited to those operators junior to the operator who has vacated his/her run.

13.3.1 If no junior operator bids on posted run for a temporary vacancy, a senior operator may bid on posted run.

13.4 Temporary vacancies as defined above on the spare board shall not be posted for bid, but the board shall automatically move up.

13.5 If there is more than one vacant run not applied for, the junior operator on the spare board who will be assigned these runs shall have the opportunity of choice in order of seniority.

13.6 An operator, while filling a temporary run, may bid upon and be given any other temporary run advertised for bid, but shall hold such second run until it is completed.

13.7 Any operator on the spare board bidding a regular run and then re-bidding the spare board before a re-picking of the spare board has taken place shall revert to his/her original position.

13.8 The spare board shall be re-picked when the number has been increased by the employment of new operator(s). The list shall be re-picked during the break-in period with additional space being provided for the new operator(s). When the new operator(s) is/are turned in he or she will be assigned the space provided and the new board shall become effective with the last operator turned in.

13.9 All spare board operators filling a temporary vacancy at the time of the re-picking must be included on the bid sheet and identified with a (T) adjacent to their name. Such operators must bid a position on the board, in accordance with seniority, to cover the possible termination of the temporary vacancy. In the event that a junior operator is assigned a position on the spare board after all bidding is complete, a senior operator holding a temporary run will have the option of keeping the temporary run or displacing the junior operator on the spare board. This option will be offered to the most senior operator on the spare board holding a temporary run down to the most junior operator holding a temporary run until the option is exercised or is refused by all.

13.10 Should there be an occasion, other than the above, for an operator to be placed or bid a position on the spare board he or she shall select a position in accordance with seniority. When the bidding stops, the re-picking process shall take place.

13.11 On all other occasions not covered in this ARTICLE, as operators leave the spare board, it would automatically move up.

13.12 When an operator bids off his/her regular job or spare board position and bids back onto the regular job or spare board position again, the operator shall be allowed this "bid back" option no more than two (2) times. Once the operator bids back onto the original job or

position for the second (2nd) time, that operator shall not be permitted to bid the same job or spare board position again.

14. METHOD OF MAKING OUT THE SPARE BOARD

14.1 Assignments of spare operators shall be made in accordance with their position on the spare board and in the following order:

14.1.1 Vacancies in regular runs in order of: finishing time, earliest finishing time to the most senior operator; if same, run with the most pay time; if same, run with the least spread time; if same, run with the least number of breaks; if same, most senior operator's choice.

14.1.2 All other work starting previous to the posting of the 8:00 A.M. work list in the order of the reporting time of such work.

14.1.3 P.M. Reports.

14.1.4 At 8:00 A.M. Mondays through Saturdays, at 9:00 A.M. Sundays and Holidays, all regular or additional runs or parts thereof and cover work known to exist shall be divided into details so that each operator covering an A.M. Report, detail or Assignment, or listed for a P.M. Report will receive as nearly as possible eight (8) hours. Details shall not contain more than two (2) breaks. The earliest reporting operator shall be assigned the earliest finishing detail.

14.1.5 Spare operators may be relieved after eight (8) hours work, but no such relief shall be made if regular operators are doing spare work.

14.2 All work arising after the posting of the A.M. work list shall be assigned to the operators available who can most nearly complete the same within the time for which they were listed on the A.M. work list.

14.3 All operators who are not assigned to cover vacancies in regular runs shall be rotated each day; the first report operator for the day shall be the operator immediately following the first report operator of the previous day. There shall be separate rotation lists for weekdays, Saturdays, Sundays and Holidays.

14.4 Operators on the spare board who are assigned to regular runs or catch such runs while covering station, shall be subject to all the conditions governing regular operators. Operators so assigned, if available, shall be entitled to extra work before a regular operator is called.

15. POSTING WORK LIST

15.1 Except in emergencies, a list of assignments for operators on the spare board for the next day shall be posted at 5:30 PM. or as much earlier as possible, but not before 2:30 PM. The board shall not become final until 5:30 PM.

15.2 Operators off duty, due to illness or injury, shall notify their Department Head in charge before 2:30 P.M. of their desire to be marked up for duty the following day. Operators while on this status shall call their supervisor every three (3) calendar days and inform the supervisor of their status, unless they are out on a documented long-term illness.

15.3 Any operator relieved or reporting in sick after Noon, shall notify his/her Department Head in charge before 7:00 A.M. of his/her desire to work the following day. If it can reasonably be determined by the District that the operator will not be able to work the following day, the operator's job shall be listed on the spare board for the following day. If the operator is able to return the following day (under these conditions) and the board has been finalized, he or she will be allowed to work the piece of work that he or she would have worked had he or she not have been booked off. The operator who is displaced by the regular operator being able to work will cover during the hours originally scheduled.

15.4 On days in which no Metro service operated, the dispatcher shall post the spareboard on the previous day in which service is operated.

16. EMERGENCY RUNS

16.1 Emergency Runs may be assigned for a period of fourteen (14) calendar days. If the emergency continues for more than fourteen (14) calendar days, a general selection shall be made, unless within thirty (30) calendar days of a planned run selection.

17. REPORTS WITHOUT WORKING

17.1 Operators who are scheduled to report for work, but are not allowed to perform such work, shall be paid for the time allowed for such work. The operator scheduled to report for such work shall remain available for other work for the full time scheduled, unless sooner excused.

18. SPECIAL SERVICE

18.1 Operators, when taken from regular or listed assignments for special service, shall be paid at least as much as they would have received from the assignments from which they were taken. This ARTICLE shall remain in full force, subject to any limitations of federal and state laws.

19. LEAVES OF ABSENCE - TEMPORARY ASSIGNMENT TO OTHER DUTIES

19.1 Employees shall not be granted leaves of absence for over ninety (90) days except for the following reasons: All medical and maternity leave are covered under FMLA policies.

19.1.1 Officers or appointees of the Union in the conduct of Union business.

19.1.2 To take an official position with the District for a trial period or periods of sixty (60) days in the aggregate and there shall be no further leave granted to qualify for the same position. The employee on such leave shall continue to be listed on the seniority list.

19.1.3. To substitute for a regular official of the District.

19.1.4 To take a temporary appointment as a supervisor or to perform non-official duties for the District.

19.2 Seniority, while on leave of absence shall be maintained, except that any employee taking employment other than that provided herein shall be considered to have terminated his/her service with the District. Failure to report for duty at the expiration of a leave of absence shall be considered a resignation.

19.3 Operators' requests for individual days off with pay, shall be in writing, on a form provided by the District and be granted on a first come, first served basis, with the exception of days immediately preceding or following a holiday. Requests for days off with pay immediately before/after a holiday will not be accepted until 30 days prior to the holiday. A District Official will oversee all requests/signatures and note the date and time.

19.4 The District shall have an operator on call on Sundays standing by at home and/or one-half hour drive to the Metro. The District shall pay each Operator on call the sum of sixty (\$60.00) dollars. In the event that no operator accepts the assignment, the most junior operator will be assigned but will not be assigned more than two weeks consecutively. Should the District decide to add a spare board on Sundays, the on-call Operator and stipend would be eliminated.

19.4.1 If called in, the on duty Operator shall receive the amount of time and one half (1 ½) for eight hours.

19.4.2 An on call Operator will not be used to cover vacations or personal days.

19.4.3 The District shall supply the on call Operator with a cell phone.

19.4.4 Sign Up: all Operators who wish to sign up for on call duty shall do so at the General Bid. The senior operator will be placed in the number one (1) position and be first to be on call, if they are called into work or not he/she will rotate to the bottom of the list and will advance upward each week. All other Operators shall advance in the same way.

19.4.5 A. Removal from the list: Any Operator who wishes to be removed from the list for the remainder of the bid shall not be reinstated for the remainder of the bid.

B. Removal from the list temporarily: an Operator may opt to be removed from the list for a Sunday by informing the Dispatcher on Thursday of the need to be off temporarily. That Operator shall go to the bottom of the list and advance in the normal order.

20. FURLOUGH OF OPERATORS

20.1 When a layoff of operators becomes necessary, the junior full time operator shall be the one laid off. Full time operators laid off shall have the right to bump part time

operators or exercise the option to take the layoff themselves. Operators shall have call back rights for 18 eighteen months.

20.2 All such operators laid off shall be given seven (7) days notice.

20.3 A list of such operators laid off, with their last known address, shall be sent to the Union. Such operators laid off shall have preference of filling vacancies in any department, provided they make application and can perform the work required to the satisfaction of the official in charge.

20.4 Provided he/she returns to work within eighteen (18) months from the date he/she was furloughed, any operator so laid off shall be placed in the seniority and pay rate to which he/she would be entitled had he/she remained in continuous service. Failure to keep the District informed of his/her correct address shall forfeit the right of such furloughed operator to re-employment.

21. LATE REPORTS OR MISSING

21.1 Operators who miss on any part of their run or assignment shall report to the Dispatcher as soon as possible by phone or company radio unless otherwise excused.

21.2 Whenever a failure or delay in the District's service is the cause of a miss, the employee concerned may be assigned an additional trip prior to starting their regular run and will not forfeit his/her pay for the day. The Operator who covers such a miss shall resume his/her former position and will have no right to work that may have started while he/she was so engaged. If an operator is on a bus that is scheduled to leave the garage 15 minutes or more before that operator's scheduled relief up town, and so long as that operator notifies the dispatcher through the operator of the bus that he/she is on that bus he/she will not be charged with a miss. If the line one route is rewritten so that this provision is not reasonable or workable it shall be renegotiated.

21.3The District will offer direct transportation from 114 Valley Street to relief points more than one half mile from the office via a staffed company vehicle. If an operator is relieved at a location not along the Line 1, he/she will be provided transportation back to the Valley Street Office. This transportation will be available between the hours of 8 am and 5pm, Monday through Saturday, and on Sundays whenever reliefs are scheduled.

21.4 The District reserves the right to have operators drive company vehicles to and from relief points. When operators are required to drive a company vehicle to or from a relief point this time shall be paid as on-duty time and shall apply toward the Operators' hours worked for the week.

22. DEFECTIVE BUSES

22.1 An operator shall not be required to take out any bus that is not in safe operating condition according to Maine State Inspection Laws. In the event that an operator becomes aware of a minor defect that does not place the bus in a position

of being unsafe to operate, the operator will promptly notify the dispatcher and shall continue to operate the bus for the completion of trip or as soon thereafter as possible the District shall either substitute another bus at the end of the trip, if the operator so requests to the dispatcher, or shall make arrangements to repair the minor defect prior to or at the end of the scheduled bus trip.

22.2 Each operator shall make out a daily mechanical report of the condition of every bus operated by him/her in such manner as provided by the District.

23. RELIEF POINTS

23.1 The relief points for Operators shall be within two miles of the Metro Office at 114 Valley Street and at a location served by riding the route that serves the Metro Office. In individual special situations other locations may be arranged by mutual agreement between the dispatcher and the operators.

24. TIME SLIPS AND PAY DAY

24.1 Each employee shall turn in, at the end of his/her day's work, a time slip and delay slips, when applicable, furnished by the District, showing the actual time of his/her work, regular, special, extra, and delay time, reason for the delay, the nature of all extra work and the rate of compensation claimed therefore.

24.2 Pay day shall be before 9:30 A.M. on Thursdays except in a week where it may not be possible due to a holiday.

24.3 Employees will be notified of changes in their time slips by the next business day following the day their time slip is corrected.

25. FREE TRANSPORTATION

25.1 The District shall furnish to each of its regular employees free transportation over all lines and in such manner as to badges, tickets or passbooks as the District shall determine.

26. UNIFORMS

26.1 All supervisors shall be in full uniform when on regular tour of duty, but this shall be in no way understood as limiting their authority, when not in uniform outside their regular hours.

26.2 The District shall provide during each twelve (12) month period, one (1) uniform to each operator who, within said period, works for the District forty (40) weeks.

26.3 Operators will receive an annual uniform allowance of \$250.00 which includes \$50.00 towards shoes (To be effective in 2019).

26.3.1 For the 2018 uniform order, bus operators shall receive an allowance of \$500 per operator.

26.4 New Operators shall receive an initial uniform allowance of \$350.00. (To be effective in 2019.)

26.5 Operators may wear a standard uniform sweater provided by the District's uniform vendor.

26.6 Uniform items provided by the District shall, when reasonably possible, bear a Union label.

26.7 Any employee severing his/her connection with the District for any reason shall not be entitled to a uniform or any portion thereof.

26.8 Bargaining unit members, who are Operators, shall be reimbursed up to \$100, for the purchase of sundry items such as: sunglasses, briefcases, watches, shoes, replacement punches or other approved items that an operator would use while working for the District. This excludes uniforms.

26.9 Union leadership shall have input on the choice of the uniform vendor.

27. VACATIONS / PAID TIME OFF (PTO)

27.1 Effective January 1st of 2020, all full-time employees shall be granted eleven (11) PTO days. ~~Effective January 1st of 2021, all full-time employees shall be granted twelve (12) PTO days.~~ Additionally, employees who have completed one year's continuous service and has worked at least forty (40) weeks or its equivalent in straight time hours during the previous year shall be granted vacation, according to the table set forth in section

27.2 ~~Upon signing of this Agreement all full time employees shall be granted one (1) additional PTO day for use in 2018.~~

Any employee who has completed one year's continuous service and has worked at least thirty (30) weeks but less than forty (40) weeks or its equivalent in straight time hours during the year shall be entitled to vacation according to the table set forth in section 27.3, less one week.

27.3 Paid Time Off (PTO) and Vacation to be forty (40) hours pay at the employee's straight time rate for one full week and eight (8) hours straight time pay for one day. This section does not affect pay granted under Section 42.1

27.4 Except as provided in 27.1 to earn any vacation, at least forty (40) weeks or its equivalent in straight time hours must have been worked in the previous year. In the event of no vacation time subsequent to the anniversary of their employment being available to any first year employee, when vacation time is bid, the District reserves the right to waive the twelve (12) month's employment requirement assign PTO where available.

	Service	Vacation
27.4.1	1 year	1 week
27.4.2	2 years	2 weeks
27.4.3	5 years	3 weeks
27.4.4	10 years	4 weeks
27.4.5	20 years	5 weeks
27.4.6	30 years	7 weeks

27.4 The District shall provide PTO time throughout the year. [A minimum of two PTO days shall be granted off on every calendar day of the year for bus operators.](#) Vacation time shall be picked in accordance with seniority.

PTO may be taken in increments of one (1) hour and prescheduled whenever possible. An employee taking a partial PTO will be required to use PTO to make his/her day's total hours at least 8. Full PTO days will be given priority over partial PTO days. Employees will not be allowed to take any unpaid time-off until they have exhausted all PTO time or the time is made available by the District. Approved PTO days may be cancelled should an employee not have enough PTO available for that day.

At the end of the year, employees will be paid out unused PTO time, up to a maximum of eighty (80) hours per employee, and/or employees may elect to roll over unused PTO time to the following year, provided they notify management of their intention to rollover PTO time prior to December 31st. Employees will not be allowed to exceed twenty (20) days of PTO in their banks at any time.

27.5 Upon leaving District employment, the employee will be paid out all accrued unused PTO time and pro-rated vacation time as necessary for the final year of employment at the employee's regular rate of pay and in accordance with State or Federal Law.

27.6 Upon written request vacation pay shall be available on the payday immediately preceding the vacation.

27.7 In computing the required number of weeks, the following absences shall not be counted:

27.7.1 Absence on Union business;

27.7.2 Absence on jury service;

27.7.3 Absence on government service;

27.7.4 Absence on account of bidding holidays off;

27.7.5 Absence on account of personal injury for which worker's compensation is paid

27.7.6 Absence approved for FMLA

27.8 A schedule showing vacations will be posted and bid no later than November 30 prior to the year vacations are to be taken. There shall be a minimum of three (3) vacation spots each week, effective with the November 2018 vacation pick.

Employees who retire or are laid off prior to using all their vacation time in a given year shall be paid a pro rata vacation allowance, based upon the amount of vacation they have

earned since their most recent seniority date. The employee's anniversary date will be used to determine the date on which his/her vacation is earned.

27.9 Vacation Scheduling

27.9.1 Employees with two (2) or more weeks of vacation time may elect to convert one of their vacation weeks to PTO time. Employees with seven (7) or more vacation weeks may elect to convert one or two weeks of vacation to PTO time.

28. GROUP INSURANCE

28.1 Each employee covered under this agreement will be covered under the Maine Municipal Employees Health Trust PPO 1500 Plan.

The District will maintain a Health Reimbursement Account with the following provisions.

- Single employees will be responsible for the first \$600 of the \$1500 deductible
- Employees with family coverage (i.e. employee with child, spouse, or family coverages), will be responsible for the first \$1,200 of the \$3,000 deductible.
- The Health Reimbursement Account (HRA) will reimburse the employee for the remainder of the deductible and 100% reimbursement for the co-insurance.

Health Insurance Premium Cost-Sharing:

- Employees with single coverage will pay 5% beginning the first pay period after the signing of this Agreement, towards health insurance premiums on a weekly basis.
- Employees with single with children coverage will pay 5% beginning the first pay period after the signing of this Agreement towards health insurance premiums on a weekly basis.
- Employees with spouse and family plans will pay 15%, beginning the first pay period after the signing of this Agreement, towards the health insurance on a weekly basis.

28.2 Employees that elect to opt out of the District's health insurance plan, shall be entitled to receive **\$750** at the end of each quarter **starting after the first quarter in 2020** for which they are not enrolled in the plan. In order, to exercise this option, during the add/drop period each year, employees must provide documentation proving that the employee and/or the employee's family, as applicable, is covered by health insurance elsewhere.

Any such reimbursement shall be considered taxable income and shall be paid to the employee as an addition to the employee's regular paycheck on the first pay day following the quarter in which the employee opted out of coverage. An employee that leaves the service of the District shall be paid a prorated amount based on the month that he or she leaves.

Employees that have opted out of the District's health insurance coverage shall be allowed to reenroll during open enrollment or sooner should they have a documented qualifying event.

28.3 The District shall pay minimum of 85% of the monthly cost of a 1x base salary group life and accidental death policy.

28.3.1 STD-LTD Employees will contribute \$9.00 per week toward short and long- term disability policies. The District shall pay the remainder. The short- term disability will have a 7 calendar, day waiting period for illness and a 1 day, calendar day waiting period for injury off the job. Employees will be required to use their unscheduled Paid Time Off (PTO) for these waiting times, should they have it available. The weekly benefit coverage will be at 67% of the employees wage up to \$1500 per week. The District shall not change providers without Union input.

28.4 The District will provide Dental Insurance with a minimum benefit of 100/80/50% in or out of Network coverage. The District reserves the right to go to the market with the understanding that coverage will not be reduced but may be increased. Employees with single coverage will pay \$1 per week toward the premium; all others will pay 15% toward premium. The District shall not change providers without Union input.

28.5 The District agrees to implement a pre-tax salary reduction program, Section 125 Cafeteria Plan, to the extent permitted by the Internal Revenue Code for any employee contributions toward health insurance premiums, STD, LTD, and Dental plan.

The District will pay the full cost of health insurance for any employee [hired before January 1, 2020](#) who has reached the age of 62 and has 20 years on the property who chooses to retire before age 65. Employees under age 65 are required to give at least 60 days' notice and will be required to retire if such notice is given.

29. PROBATIONARY PERIOD

29.1 All employees shall serve a probationary period of eighty (80) days worked from the date on which they entered active employment.

Part-time operators who are promoted to full-time operator shall serve an additional thirty (30) days worked on probation.

30. INTERDEPARTMENTAL TRANSFERS

30.1 Employees working in one department shall be given preference in filling vacancies for work in the same or other department if signifying their desire and if deemed by the District qualified to perform the work.

31. DRIVER'S LICENSE

31.1 The District shall pay the full amount of the cost of individual licenses and tests required for such licenses for the operators and for such maintenance employees that, in the opinion of the General Manager, are required to be licensed to operate and/or maintain the equipment of the District for which licenses are required by the State of Maine or other governmental agencies.

31.2 Employees who lose their license for the first time for driving violations, not including substance abuse or OUI will be granted a leave of absence for the length of time for which their license has been suspended, but not beyond 60 days.

32. SENIORITY

32.1 For the purpose only of establishing seniority in the matters of bidding and layoffs arising from lack of work and qualifying for vacations and without prejudice to the District or the Union on any other matters, service with the predecessor companies shall be considered

33. MAINTENANCE DEPARTMENT

33.1 Two (2) consecutive days off in each week shall be assigned to maintenance department employees. Weekend work will be limited to preventative maintenance, cleaning, fueling and minor repairs. Any employee will be paid overtime rates if the employee works a day off or Holiday as specified in this AGREEMENT.

33.1.1 A maintenance department employee that works on his day off shall be paid straight-time for hours worked if he has an unscheduled day off within in the same pay period. The first occurrence of this type each calendar year shall be paid at overtime. Maintenance employees forced to work their day off shall be exempt from the unscheduled work provision and shall be paid overtime

33.2 All employees classed as non-operating employees, whenever required to work over their scheduled time, shall be entitled to time and one-half (1 ½) for all overtime.

33.3 Five (5) minutes shall be allowed to maintenance employees to wash before going to their meals and ten (10) minutes before relieving time at the end of their day's work.

34. MAINTENANCE CLASSIFICATIONS

34.1 The following classifications shall be established:

34.1.1 – Master Technician

34.1.2 – Technician*

34.1.3 – Mechanic

34.1.4 – Mechanic II*

34.1.4 – Fleet Care Worker

34.1.5 – Master Facility Technician

34.1.6 – Facility Maintainer

34.1.7 – Parts Clerk (includes rebuilding small parts)

34.1.8 – Utility

*Technician/Mechanic II classifications to be eliminated when positions become vacant.

*Mechanic II Duties shall be to remove and/or replace:

- Brake diaphragms

- Brake chambers
- Bellows
- Slack adjusters
- Fuel, transmission and water lines
- Brake and water hoses
- Preventive maintenance inspections
- Rebuilt parts excluding transmissions, engines, cylinder heads, differentials,
- Fan hub assembly
- Sway braces, tie rod ends, wheel bearings, full brake - jobs and front- end work

34.2 Seniority shall be based upon hiring date by department and within classification.

34.3 Whenever a Mechanic II is assigned to perform the work of a Mechanic I or higher classification, he/she shall receive the rate of pay for that higher classification.

34.3.1 When maintenance employees are assigned to work alone in a higher classification, they shall receive the rate of pay for all time worked in the higher classification.

34.3.2 When the Utility position is assigned to install bus shelters he/she shall receive the rate of Facility Maintainer.

35. CHANGES IN MAINTENANCE DEPARTMENT

35.1 When a layoff of maintenance employees occurs, seniority of employment in the classification affected shall prevail, and the junior employees in the classification shall be those affected.

35.2 When such reduction occurs and employees of a higher classification are affected, those employees shall be allowed to displace employees in lower grades but junior to them in service in the department. This procedure shall be followed until the junior employee is displaced and he/she shall be the one laid off.

35.3 Maintenance Department Employees thus laid off shall be given seven (7) days notice and shall be given preference for work when new employees are hired within 18 months of their layoff. It shall be their duty to keep the District advised of their correct address and any employee failing to do so will lose his/her rights to re-employment.

35.4 Advancement in the Maintenance Department.

A Mechanic II who wants to advance to Mechanic when an opening exists shall be required to pass a written or oral exam established by the District and the Union. A passing grade of at least 80% is required for advancement.

Should a Mechanic II fail the written or oral test the test will be given to the next senior Mechanic II.

A Mechanic II who fails the test shall be allowed to take the test when a future opening occurs.

35.4.1 Advancement to Master Technician

Any maintenance department employee working as a Mechanic or Technician will advance to the position of Master Technician provided he/she has at least three years of heavy duty diesel maintenance experience and has furnished the District with evidence that he/she has passed the ASE Transit Bus Certification test H1 thru H8.

35.4.2 Advancement to Master Facility Technician

Any Maintenance Department employee in the Facility Maintainer classification will advance to the position of Master Facility Technician provided he/she has furnished the District with evidence that he/she has, at minimum, a Limited Electrician's License as prescribed by the State of Maine.

35.4.3 When a promotion to a higher classification is available, the senior employee that meets the minimum qualifications of the job classification, in the lower classification will be offered the promotion. If the senior employee entitled to the promotion refuses the new assignment, it shall be offered to the eligible employee in the appropriate classification next in seniority and so on down. The eligible employee taking a promotion shall be given two (2) weeks to satisfactorily demonstrate his/her ability to be trained. The employee will then enter a thirty (30) working day probationary period to demonstrate his/her ability to satisfactorily perform the work of the new classification. An employee failing to satisfactorily complete either of the above trial periods shall be returned to the classification from which he/she came without loss of seniority in that classification.

35.5 Maintenance Department employees who hold a specialist rating shall have preference in the assignment of work in their specialty, but may be assigned other work consistent with their individual skills.

35.6 The District will establish a committee to investigate and implement job related training schools or courses for Maintenance Department employees who are interested. There will be a Union representative on this committee.

36. UNIFORMS MAINTENANCE

36.1 Overshoes will be furnished to bus washers and oilskin suits will be supplied for road work.

36.2 Maintenance department employees, who, within said period, works for the District forty (40) weeks, will receive an annual uniform allowance of \$150.00 to those maintenance employees.

36.3

Style and color of the uniforms shall be determined by the District. Upon completion of their probationary period, the District shall provide new maintenance employees

with the following uniform items. New maintenance employees shall be provided five (5) shirts and five (5) pants.

36.6 Uniform items shall, when reasonably possible, bear a Union label.

36.7 Every year each maintenance employee may elect to have the District provide one (1) standard winter coat and/or one (1) lightweight jacket and liner in lieu of some portion of the uniform allotment specified above, provided that in the opinion of the General Manager or his/her designated representative that maintenance employee has in his/her possession sufficient standard uniform parts in properly serviceable condition to last another year. No other substitutions apart from the standard uniform pants, shirts, coat, or jacket and liner will be allowed.

37. OVERTIME MAINTENANCE

37.1 Overtime shall be awarded on the basis of seniority in each classification. All unscheduled work will carry the overtime provision. For the purpose of overtime, the Technician Class shall be included in the Mechanics Class. For overtime purposes seniority shall be based on the employee's hire date within classification. Any maintenance department employee who is used in a higher paying classification shall be paid the higher rate while performing such work.

37.2 The opportunity for overtime shall rotate for all overtime assignments of four (4) hours or more. For overtime assignments, the selection shall be made initially by seniority with the most senior qualified employee being offered the overtime assignment first. Subsequent overtime assignments shall be made from the seniority list on a rotating basis. If no one on the seniority list accepts the overtime assignment, the most junior employee available in the required classification in which the overtime exists must perform the assignment. If no qualified employee within the overtime classification is available, overtime assignment shall be made from the following classifications: Mechanic II, Mechanic/Technician, providing the employee is qualified. For the purpose of establishing an overtime rotation list, refusal or non-availability shall be deemed the same as acceptance for the selection process.

37.2.1 No employee shall be required to work more than 12 consecutive days. No employee shall be required to work more than one double shift in a two-day period.

37.3 Notwithstanding the above requirements of this Section, an employee with prior approval of the employee's supervisor may work a different set of hours on a given workday to attend to matters which cannot be conducted outside of the employee's regular workday. In such instance, the employee will not be eligible for overtime unless the employee has worked his/her scheduled number of hours for that workday. For example, if the employee's normal work hours are from 6:30 a.m. to 3:00 p.m. and if the employee is absent for three (3) hours, the employee would work until 6:00 p.m. If the employee continued to work after 6:00 p.m., any additional time would be paid at the overtime rate. This provision shall not be interpreted or implemented to bypass overtime opportunities.

37.4 For the purpose of calculating overtime hours during the work week, any paid leave for bereavement leave or jury duty shall be counted as hours worked.

37.5 Holiday work within the Maintenance Department will be bid on a rotating basis according to seniority.

37.5.1 Overtime vacancies in the Maintenance Department, other than holidays, will be assigned in the same manner as holiday overtime stated in Section 37.5.

38. UNION SECURITY

38.1 All employees of the District, exclusive of office and supervisory employees, shall become and remain members or agency fee payers of the Union as a precedent to continuous employment.

38.2 If any member of the Union is expelled or suspended from his/her membership therein for non-payment of dues or agency fees, the District, being satisfied that such expulsion or suspension was for such reason and was justifiable, shall suspend such employee from its service.

38.3 Upon proper individually signed authorizations and conforming with all legal requirements, the District will make weekly payroll deductions for Union dues or agency fees, assessments and COPE. Details regarding the collection and handling of dues or agency fees and assessments shall be mutually agreed upon.

38.4 Union shall have no less than 2 hours with all new employees who have been hired into "bargaining-unit" positions. Such time shall be during paid training of the new hire, and on Company premises. This period shall be exclusive to the Union's President/ BA and another Union Officer. The President/BA may send a designee on his/her behalf. Such designee must hold an official position in the Union. The trainee will be paid for that time but not the union representative.

39. MANAGERIAL RIGHTS

39.1 The District will exercise the exclusive right to set its policies and procedures and to manage its business in the light of experience, good business judgment, and changing conditions. District management staff will solicit input from the union prior to implementation of policies and procedures.

The District will exercise the exclusive right to determine the amount of service to be run at any and all times; to direct the workforce; to determine the number of its employees at any time; to determine the qualification for and to select its managerial forces and all new employees; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violation of rules and other misconduct in accordance with the negotiated discipline policy provided in Section 2 and pursuant to the just cause provision as stated in Section 2.1.1.5.

This section is to exclude the District's Drug and Alcohol policy as this is a separately negotiated policy.

39.2 The Union further recognizes that the power of discipline is vested exclusively in the District subject to the provisions of the AGREEMENT relating to the handling of grievances and arbitration of same. The District agrees that discharge will be for just cause.

40. **WORK STOPPAGE**

40.1 There will be no work stoppage during the life of the AGREEMENT.

41. **PHYSICAL EXAMINATIONS**

41.1 Employees required to take physical examinations on orders of the District by physicians named by the District and who, as a result of such examination have been found to be physically unfit to operate, shall reserve the right of an examination by a physician of his/her own choosing. Should the physician of his/her own choosing disagree with the finding of the District physician, the two physicians shall then select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. Under the above circumstances, the District will pay for the cost of its physician, the Union will bear the cost of its physician, and the cost of the impartial physician shall be borne equally by the parties.

41.2 All employees hired on or after January 1, 2020, whose classification requires a Commercial Driver's License shall be required to maintain a current FMCSA Medical Certificate during their time of employment with the District. The cost of FMCSA physicals, and all time spent obtaining appropriate documentation, shall be paid time by the District.

42. **HOLIDAYS**

42.1 Employees shall be granted Thanksgiving Day, Christmas, New Year's Day, Presidents' Day, Easter Sunday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day and Martin Luther King Day as paid Holidays. ~~Operators who work on Martin Luther King Day shall be paid at straight time rates for that day.~~ The District reserves the right to determine service levels on any given holiday.

42.2 Employees not required to work on a paid Holiday will receive eight (8) hours pay at straight time hourly rate providing the Holiday does not fall during sick leave.

42.2.1 When an operator is required to fill work on a Holiday, a list of operators will be created by seniority from both regularly scheduled days off and those who bid to be off. Operators that have not bid a regular Holiday job will work the latest finishing job(s) from the spareboard. The list will rotate as operators choose to work and assigned days will be begin with the junior operator on the list. The list will reset at each new general selection.

42.3 Employees who have bid the Holiday off but are required to work on said paid Holiday will receive time and a half (1 ½) for all time worked on said Holiday. Premium pay for employees who work a holiday will not "set off" against overtime pay for hours worked in excess of forty (40) hours for the week (Sunday-Saturday) in which the holiday occurs. Set-off

means credited against liability; e.g., if an employee actually works forty-two (42) hours in a week in which he/she worked a Holiday, the employee will be paid time and one-half (1 ½) for the two (2) hours actually worked over forty (40) hours for the week in addition to the premium pay for the holiday. Employees who are scheduled to work on the Holiday will receive time and one-half. To be eligible to receive holiday pay an employee must have worked the last scheduled day before the Holiday and the first scheduled day after the Holiday or at least four (4) hours of the Holiday (if he/she is scheduled to work and has not been excused) in order to qualify for the Holiday premium. Exceptions for bereavement leave, military leave, and union business, and for those who have vacation weeks, only with supporting documentation from their doctor, or the physician's assistance, or nurse practitioner certificate of treatment in his/her office or medical facility from when the employee was ill. All other absences must be an excused absence and supported by a doctor's or physician's assistant or nurse practitioner's certificate of treatment in his/her office or medical facility on the day before, after, or during the Holiday. Employees who are out of work due to short-term or long-term medical reasons, including workers' compensation, shall not be entitled to holiday pay.

43. SICK LEAVE

43.1 Upon return to work from unapproved PTO absence due to illness, each employee shall, when requested by the District, present a bona fide statement signed by a licensed physician indicating that the employee's sickness has warranted absence from work.

43.2 Should the claim for denial of PTO pay cause a dispute between the District and the Union, this issue is made specifically subject to the grievance and arbitration procedures set out in ARTICLE 3.

44. BEREAVEMENT LEAVE

44.1 Employees will be paid Five (5) days, pay to make arrangements and attend funeral services due to the death of the employee's spouse, domestic partner, child, or parent.

Employees are allowed three (3) paid days because of the death of a father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, stepchildren, grandparent, grandchildren, [or other relative living in the household of the employee.](#)

Employees are allowed one (1) paid day because of the death of an aunt, uncle, nephew, or niece.

One additional day will be granted, when requested, to attend funeral service more than 100 miles from the employee's home. PTO time may be used for this additional day at the employee's option.

44.2 Each employee shall notify the employer as soon as is feasible of his/her intention to be absent due to sickness or bereavement.

45. RETURN TO WORK PROGRAM

45.1 The District reserves the right to implement and make available a Return to Work Program for those ill or injured employees whose condition substantially limits their capacity to perform the essential functions of their job, and to educate employees about the purpose of this program.

45.2 An ill or injured employee may return to work or enter the Return to Work Program only after the District's physician has determined that the employee is able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the District would result. The employee shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. The District will pay for the cost of its physician; the Union will bear the cost of the employee's physician; and the cost of the impartial physician shall be borne equally by the parties.

45.3 During an employee's participation in the Return to Work Program, the employee shall be compensated at the rate at which the employee was paid immediately prior to the injury, for all hours actually worked in the Program. Injured employees doing part-time work shall not be entitled to a minimum guarantee of hours. The District shall attempt to schedule the employee's return-to-work hours during the employee's normal work hour schedule, but it is understood that the same work hours cannot be guaranteed.

45.4 After a period of twelve (12) **consecutive** months of absence from his/her regular employment position (including any time in which the employee has participated in the Return to Work Program) **and within an 18-month period**, an employee shall not earn holidays, vacation days, PTO days, or be entitled to Insurance benefits.

(a) Employees returning to work under 45.4 shall have PTO time prorated and all other benefits reinstated on the 1st day of the month following their return to work.

45.5 The District may terminate any ill or injured employee's benefits (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to his/her regular work position, modified, or otherwise, for a period of at least twelve (12) months from the date of injury or illness (including participation in the Return to Work Program); or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. The District reserves the right in any such instance to require the employee to be examined by the District's physician. Any disagreement between the physicians as to the employee's work capacity shall be resolved pursuant to procedures contained in Section 43.5.2. However, if the employee is medically cleared to return to work after the twelve (12) months has expired, but before eighteen (18) months, the employee will be allowed to return to work at full seniority as stated below. The employee will receive at least a ninety (90) calendar day notice of the District's intention to terminate benefits and then terminate employment, except in any instance in which an employee refuses, despite

medical clearance, to participate in the Return to Work Program. ~~Employees out on disability at the signing of the contract shall maintain their current benefits for a period of 18 months.~~

(a) The employee shall be entitled, upon request, to reinstatement to the employee's former position if the position is available and suitable to the employee's physical condition. If the employee's former position is not available or suitable, the employee shall be entitled, upon request, to reinstatement to any other available position suitable to the employee's physical condition.

(b) The employee shall be entitled to reinstatement of seniority within his or her classification, and to the other benefits and terms of employment provided for in this Agreement. No benefits or seniority shall, however, accrue during any period between the date of discharge and the date of the employee's reinstatement.

46. TOOL ALLOWANCE

46.1 The District shall pay an annual tool/work boot allowance of up to \$600.00 to employees in the Maintenance Department according to the following job classifications and upon the proof of purchase of tools and/or work boots. All employees receiving this allowance, will possess a basic set of metric tools, and keep same on District property.:

46.1.1 Technicians, Mechanics, Storekeeper and Building Maintenance Person

46.1.2 Mechanic II

46.1.3 The District shall make available an annual tool/work boot allowance of up to \$300.00 to employees in the "Utility Person" and "Fleet Care Worker" classifications for reimbursement for approved tools and/or steel toed shoes.

46.2 Maintenance employees including new employees will provide their own tools except that the District will provide hand wrenches in excess of 1 and 1/4 inches. If an employee is missing a tool required by the District, he/she shall be given seven (7) days to purchase said tool. No reimbursement for tools other than those on the required list, which is appended to the Agreement, will be authorized unless the required tool list is fulfilled. SEE ATTACHED LIST OF TOOLS.

47. REOPENING OF AGREEMENT

47.1 During the term of this AGREEMENT, should legislation of any kind be enacted subjecting this District to restriction in the hours of employment with punitive overtime pay, or to a minimum wage which would affect the wage scale provided in this AGREEMENT, legislation upon neither of which existed when this AGREEMENT was executed, the District may reopen this AGREEMENT for the negotiations of such change or changes required to adjust the wage scale or the working conditions, or both, to avoid imposition upon the District of financial burdens not contemplated at the time this AGREEMENT was executed.

47.2 During the term of this AGREEMENT, should adjustments of schedules to secure necessary efficiency under conditions as they shall exist make it impossible to provide for every full-time employee a full five (5) days of work in a week(s) without a holiday, the District may reopen this AGREEMENT of the negotiation of such change or changes required to provide for the equitable division of the work available and the pay therefore.

47.3 The District and the Union agree to abide by all applicable State and/or Federal Laws and Regulations. Nothing in this agreement is intended to violate any State or Federal law regulation. If a provision of this agreement becomes a violation of State or Federal Statues, the agreement will be reopened to renegotiate the specific provision that violates the statute only. No other provision will be effected. The District agrees to provide the employees with all policies required by State and Federal Law such as Family Medical Leave Act (FMLA), Harassment Policies, and Discrimination Policies, including instructions on reporting processes.

48. SUBCONTRACTING

48.1 The District shall not subcontract bargaining unit work except as established by past practice and arbitration awards, or otherwise by AGREEMENT of the District and Union, or by this AGREEMENT.

48.2 As a precondition to any subcontracting by the District of bargaining unit work, the District shall:

48.2.1 Give the Union reasonable advance notice, in writing when possible or reduce the same to writing at the time of notice, of:

48.2.1.1 Work to be subcontracted; and

48.2.1.2 Name of subcontractor; and

48.2.1.3 Reason for selection of such subcontractor; and

48.2.1.4 Estimated subcontract price including any warranty; and

48.2.1.5 Basis for the District's claim to exemption for subcontracting, including reason for non-use of unit employees if any.

48.3 To interpret and/or enforce, the District and Union shall:

46.3.1 Utilize grievance and arbitration provisions of the current AGREEMENT between the parties, or

46.3.2 Such other dispute resolution procedures as may be agreed upon.

48.4 Any award rendered shall be final and binding upon the parties. If the District is found to have violated ARTICLE 48.2, the Union's remedy shall be payment of an amount equal

to the labor portion of the subcontracted work, except for any subcontracted work as contained in ARTICLE 48.7, in addition to such other non-monetary relief to which the Union may be entitled.

48.5 This AGREEMENT shall not modify, alter or define subcontracting prohibitions or exceptions established by past practice and arbitration awards.

48.6 Notwithstanding any other provisions of this AGREEMENT, the District may subcontract all janitorial services. In the event of a layoff in the Maintenance Department, the Union may reopen negotiations in this ARTICLE.

48.7 Provided that the ten maintenance positions, excluding the utility position, are maintained during the term of this Agreement, except as a result of a reduction of service level or funding, the District may additionally subcontract the following:

48.7.1 Construction, repairing, cleaning and snow clearing of bus shelters and bus stops, excluding snow clearing and other landscaping at the District's headquarters;

48.7.2 Whenever the District deems necessary, the rebuilding and/or exchanging diesel cylinder heads;

48.7.3 Whenever the District is unable to supply a major unit or units in a vehicle that have failed, although such unit or units are in the active rebuild stage, the District may purchase a rebuilt exchange unit. In anticipation of such an instance, the parties agree that the District may elect to purchase a pre-assembled engine "long block" assembly to be completed and installed by bargaining unit members, and the engine may be used in the event that a second bus needs a replacement engine:

48.7.4 Facilities maintenance functions of:

48.7.4.1 Preventive maintenance for overhead doors except for routine maintenance

48.7.4.2 Building's gas heaters

48.7.4.3 Fire safety equipment

48.7.4.4 All complex electrical work including parts cleaner except for routine replacement

48.7.4.5 Shop air compressor motors, to be installed in house

48.7.4.6 Alignment and body work for gas vehicles.

48.7.4.7 Towing of vehicles on an individual basis.

48.7.4.8 Emission testing of service vehicles provided the cost of the emission testing equipment is greater than \$350.

48.7.4.9 Purchase of rebuilt starters, alternators, and water pumps.

48.7.4.10 Maintenance of fueling equipment including pumps, compressors, and fuel monitoring equipment.

49. EDUCATION

49.1 The District will reimburse employees for the tuition cost of District job related educational courses provided that the course is approved in advance by the General Manager and provided that the employee receives a passing grade in the course. Benefits under this ARTICLE shall not exceed \$1500 for any employee within a twelve (12) month period and, further, the total cost to the District under this ARTICLE shall not exceed \$6000 in any District fiscal year. The costs for ASE courses and testing will be eligible for reimbursement under this Article. To receive the reimbursement for the costs of tuition or ASE courses and testing, the employee must provide documentation of a grade of an 80 or better, or a pass in a pass/fail course.

50. TERM

50.1 This AGREEMENT shall be binding upon both parties hereto as of January 1, 2018 and remain in full force and effect until midnight December 31, 2019. Not over one hundred and twenty days (120) days prior to the expiration of this AGREEMENT, the District will meet with the Union to discuss changes, if any, in the wage and working condition AGREEMENT to govern the relations between parties hereto on or after December 31, 2019.

GENERAL PROVISIONS

51.1 The references to employees in this AGREEMENT designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

51.2 The employee shall receive a copy of all documents entered into his/her personnel or accident file(s).

51.3 Should any part hereof or any provisions herein contained be declared illegal by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions. The remaining parts or provisions shall remain in full force and effect.

51.4 In the event the Company sells, leases, or transfers its business, the person to whom the business has been sold will become the Successor Employer. The Successor Employer will be bound by the terms of this Collective Agreement.

Further, the employees of the transit services shall continue to enjoy their full seniority in this new arrangement. The Company agrees to give the union notice in writing thirty (30) days prior to the sale of the business.

51.5 Any past practice which is at present in effect shall continue in effect unless it is changed during the term Agreement by the mutual consent of the parties hereto. Should any dispute arise as to its existence, it shall be decided under the grievance procedure as set herein.

51.6 A final responsibility for the safety of the passengers and/or the vehicle rests with the operator of the vehicle. Operators will not endanger the safety of the passengers or the vehicle by following orders or instruction in violation of the law or that could jeopardize the safety of either.

51.6.1 All employees will keep the District informed with a current telephone number and current address at all times.

52. INCENTIVES

52.1 Employees that work every one of their scheduled workdays during a calendar quarter, shall receive two (2) hours of pay at the employee's regular rate or at the employee's option two (2) hours PTO time each quarter in which the goal is met. For the purposes of this program, jury duty, union business, military leave, paid bereavement leave, approved/scheduled paid time off and holidays in which an employee is scheduled off, shall count as credits towards the workday requirement. Employees will be paid no later than the second payroll period following the quarter. Employees with perfect attendance for the full calendar year shall receive an additional eight (8) hours of PTO time to either be banked or paid out.

Employees who have any misses, or sick absences will not be eligible. All leave must also be preapproved or preselected to be eligible.

52.2 If an employee refers an applicant for employment with the District and the applicant is hired and successfully completes the probation period, the referring employee shall receive one (1) PTO day. If more than one employee refers a successful applicant, then the eight (8) hours of PTO shall be divided among the referring employees as equally as possible.

53. POLICY GOVERNING PURPOSE AND USE OF VISUAL AND AUDIO ON BOARD SURVEILLANCE CAMERS

Purpose:

The purpose of the use of surveillance cameras is to promote more efficient, safe, convenient, economical and friendly public transportation for the District and its passengers.

Disclosure:

Notices of audio and visual surveillance shall be posted both inside and outside District busses. Notices shall be posted in a conspicuous area for all METRO employees and on METRO website.

Use of audio and visual records:

Historical records of visual and audio surveillance shall be maintained and kept in a secure area. Historical data shall be maintained for a period of time determined by management and shall be properly labeled to insure the integrity of such records. Such records shall be kept confidential.

Viewing of surveillance data:

Management may review surveillance data for the following reasons:

- a) Investigation of non-anonymous complaints, incidents or accidents. The District shall review up to two hours before or after a specific time given in the complaint. When there is unreported vehicle damage, the District reserves the right to view sufficient surveillance data to identify (or rule out) the incident or complaint.
- b) As part of quality assurance checks following a valid non-anonymous complaint or confirmed incident or accident the District may review video up to four times covering the following three-month time frame. The District will notify the Union of the date and time that they will be reviewing the video and invite the Union to view the surveillance data with the Manager.
- c) Criminal Investigations or when an external authority compels the district to review and/or turn over surveillance data.

Management will not target individual employees without just cause.

The viewing of data shall take place in a private setting and shall only viewed by appropriate management staff.

If a viewing leads to disciplinary action against an employee, a Union Official and affected employee shall be allowed to view the data with management present and consistent with above restrictions. A log book shall be maintained for all viewing of data and shall be monitored and kept in a secure place by a member of Management appointed by the General Manager.

Should the Union submit a disciplinary action to Arbitration, the District shall provide a copy of the audio and video to the Union at their request.

54. DISPATCHER IN TRAINING PROGRAM

Selection

- The available position shall be posted for a minimum of one week.
- Employees interested shall be asked to submit a cover letter explaining their qualifications.

- Based on qualifications operators will be selected for interviews. A union officer shall be given the opportunity to sit in on interviews but shall not be involved in the final decision on who is offered the position.
- Following the interviews should all things be considered equal, by management, and two or more candidates are interested in the position the most senior operator shall be offered the position.
- Up to two operators may work in the Dispatcher in Training Program at any given time. When two people are fully trained in the program, dispatch assignments will rotate between the two.

Training/Responsibilities

- The selected candidate shall be provided with a minimum of three weeks on the job training.
- After training these positions shall not work over 30 hours per week combined, with the exception of covering for dispatchers' vacations and/or temporary vacancies.
- When acting as a dispatcher this person shall have all of the responsibilities of a regular dispatch with the exception of the ability to meter discipline.
- Should the dispatcher in training not meet the performance expected of Metro's dispatchers. Management shall reserve the right to return the person to driving with no negative notes added to the person's file.
- Should the employee selected to dispatch decide to return to the driver ranks he/she shall be allowed to do so with two weeks' notice.
- The schedule for the dispatcher in training will vary based on the needs of the Agency. As a general rule the schedule shall be provided on a weekly basis with at least 5 days' notice.
- Refresher training will be offered should the dispatcher in training not be used for more than 30 days.

Compensation/Term

- Employees selected for the position of dispatcher in training shall be allowed to hold the position for a period of one year. At the end of the year the position(s) will be opened for any interested employee to apply. Employees that have finished the program may reapply if they wish to return to the program.
- Employees holding this position shall continue to have union dues deducted from their pay and shall not lose seniority by taking this assignment.
- Pay and hours for this position shall be the same as non-union dispatchers.
- During the training period employees shall be paid their regular rate. When they begin dispatching alone they shall receive the promoted rate.
- Operators holding this position shall be paid a minimum of 8 hours per day. All other negotiated benefits remain the same.

IN WITNESS WHEREOF, the said GREATER PORTLAND TRANSIT DISTRICT has caused these present to be signed in its behalf by its President, thereunto duly authorized, and the UNION has caused these present to be signed in its behalf by its President, thereunto duly authorized.

GREATER PORTLAND TRANSIT DISTRICT

By: _____
Belinda Ray, President

Date

LOCAL 714 of the AMALGAMATED TRANSIT UNION

By: _____
Shannon Bachelder, President

Date

By: _____
Edward Knutson, Vice President

Date

Appendix

MEMORANDUM OF UNDERSTANDING - PROGRAM PERTAINING TO WORK HOURS OF THE MAINTENANCE DEPARTMENT

In an attempt to meet the vehicle maintenance needs of the District and in an attempt not to disrupt the current day shift of the Maintenance Department, the Greater Portland Transit District (District) and Local 714 of the Amalgamated Transit Union (Union) have agreed to participate in good faith in the following program:

1. The program is intended to develop a service program for the vehicles in such a manner as to meet the service needs of the District to the public and to complete the service requirements in such a manner as to maintain the current day shift for the current maintenance employees.
2. For the purpose of this program, the Union agrees to select a qualified employee from the Maintenance Department's day shift to serve as team leader. The bargaining unit member selected shall be responsible for the work area implementation of the program including but not limited to the scheduling of the maintenance work and the first line direction of the work force (See Supplemental List) subject to the approval of the Maintenance Manager. Nothing in this memorandum is intended to reduce or affect in any way the supervisory authority of the Maintenance Manager.
3. The selected employee (Team Leader) shall receive his/her classification salary and an additional eighty (\$.80) cents per hour. Whenever the team leader is absent more than one (1) week and upon the request of the District, the Union shall choose a replacement team leader.
4. The District and the Union will make a good faith effort to cooperate with each other to complete all necessary maintenance so that the District may continue to meet the service needs of the District.
5. At any time, either party may send a written notice to the other indicating the program is not functioning successfully and request a meeting to resolve the problem(s). The Parties shall make a good faith effort including the use of a mediator to negotiate a resolution of any conflicts related to this program. The parties shall immediately attempt to mutually select a mediator. If agreement upon a mediator is not reached within ten (10) days, the parties shall request the Federal Mediation and Conciliation service and/or the Maine Labor Relations Board to appoint the mediator. Absent a joint resolution within thirty (30) days of the request to meet, the parties agree to submit any unresolved issues to the mediator for resolution. The mediator shall within thirty (30) days conduct a hearing for the purpose of obtaining the parties' position and evidence on the unresolved issues and shall issue a written decision within thirty (30) days of the hearing. The mediator shall have the authority to rule on the unresolved issues

of the program including deciding whether the current hours of work schedule meet the stated intent of this program, needs to be modified, or needs to be terminated. The mediator shall have the authority to (1) establish alternative work schedules to meet the maintenance service needs of the District and (2) to implement work schedules to meet those needs, notwithstanding the provisions of Section 34 - Maintenance Department. The decision of the mediator shall be final and binding. The parties shall equally share the cost and expense of the mediator.

- 6. This memorandum of understanding shall become effective upon its written execution below:

FOR THE DISTRICT: _____

DATED: _____

FOR THE UNION: _____

DATED: _____

SUPPLEMENTAL LIST OF TEAM LEADER RESPONSIBILITIES

1. The Team Leader will be answerable to the Maintenance Manager in regard to all functions and operations relative to the mechanical condition and cleanliness of the equipment and facility.
2. The Team Leader will meet daily with the Maintenance Manager or his/her designee to review the daily workload.
3. The Team Leader will have the authority to schedule and assign work to both day and night crews.
4. The Team Leader will have authority to schedule vehicles "out of service" consistent with the needs of the Operations Department for maintenance requirements.
5. The Team Leader will have authority to review maintenance records for the purpose of preventive maintenance.
6. The Team Leader and the Maintenance Manager shall make periodic reviews of work to be scheduled, and the Team Leader will be kept apprised of any and all upcoming workload changes.
7. The Team Leader will be responsible to make recommendations in writing to the Maintenance Manager relative to stockroom supplies, tools, and other similar items for review and written response.
8. Discipline shall be administered solely by Management, however, the Team Leader shall have the responsibility to submit activity or incident reports to management that may or may not result in disciplinary action. Management has the sole authority to take disciplinary action in accordance with the collective bargaining agreement.

REQUIRED TOOLS FOR MECHANICS, TECHNICIANS AND BUILDING MAINTENANCE PERSON

- 1 Ball Peen Hammer 2 lbs
- 1 Ball Peen Hammer 1 lb
- 1 Set Chisels
- 1 Set Punches
- 1 Set Easy outs
- 1 Lady Foot and Line Up Bar 24"
- 1 Standard Set Screw Drivers Slot Head
- 1 Standard Set Screw Drivers Phillips
- 1 Magnetic Pick Up Tool
- 1 Off-set Screw Driver
- 1 Set Allen Wrenches
- 1 Pipe Wrench 6"
- 1 Pipe Wrench 14"
- 1 Set Box End Combination Wrenches 3/8"- 1 1/4"
- 1 1/2" Drive Universal
- 1 3/8" Drive Universal
- 1 Complete Set 1/2" Drive Extensions
- 1 Complete Set 3/8" Drive Extensions
- 1 1/2" Drive Flex Handle
- 1 3/8" Drive Flex Handle
- 1 10" Crescent Wrench
- 1 12" Crescent Wrench
- 1 Hack Saw
- 1 Vice Grip Pliers
- 1 Side Cutter Pliers
- 1 Needle Nose Pliers
- 1 Regular Pliers
- 1 Pair Channel Lock 10"
- 1 Set Standard Feeler Gauges
- 1 Steel Tape 8'
- 1 Complete Set 1/2" Drive Sockets
- 1 Complete Set 3/8" Drive Sockets
- 1 Complete Set 1/2" Drive Hex Sockets
- 1 Complete Set 3/8" Drive Hex Sockets
- 1 Complete Set 1/2" Drive Deep Sockets
- 1 Complete Set 3/8" Drive Deep Sockets
- 1 Test Light(s) (12V and 24V)

REQUIRED TOOLS MECHANIC II

- 1 ½" Drive Deep Socket Set
- 1 ½" Drive Hex Socket Set
- 1 3/8" Drive Deep Socket Set
- 1 3/8" Drive Hex Socket Set
- 1 ½" Drive Ratchet
- 1 3/8" Drive Ratchet
- 1 ½" Extension 3"
- 1 ½" Extension 6"
- 1 ½" Extension 12"
- 1 ½" Breaker Bar 15" or 18"
- 1 1 lb Ball Peen Hammer
- 1 2 lb Ball Peen Hammer
- 1 Vise Grip Pliers
- 1 Pry Bar 20" Long
- 1 Punch and Chisel Set
- 1 Test Light(s) (12V and 24V)
- 1 Set Box End Combination Wrenches 1/4"-1 1/4"
- 1 12" Crescent Wrench
- 1 Set Allen Wrenches
- 1 Standard Diagonal Cutters
- 1 Set Channel Locks 10"
- 1 Standard Set Screwdrivers Slot Head
- 1 Standard Set Screwdrivers Phillips
- 1 Hack Saw
- 1 Needle Nose Pliers
- 1 Pipe Wrench 12"
- 1 Open End Wrench Set 1/4" - 1 1/4"
- 1 Set Screw Extractors
- 1 Lady Foot and Line Up Bar 24" Long

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ARTICLES OF

AGREEMENT

January 1, 2020 – December 31, 2022

Between

GREATER PORTLAND TRANSIT DISTRICT

and

Local Union #714

of the

AMALGAMATED TRANSIT UNION

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Memorandum of Understanding - Work Hours Program

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AGREEMENT

This AGREEMENT, effective as of the first day of January, 2020 by and between the GREATER PORTLAND TRANSIT DISTRICT, hereinafter called the "District," and Local Union #714 of the AMALGAMATED TRANSIT UNION, hereinafter called the "Union."

WITNESSETH: That in the operation of the buses of the District and respecting the relations to exist during the term of this AGREEMENT between the District and its employees, both parties hereto mutually agree:

This contract is the entire agreement between the parties.

1. RECOGNITION

1.1 The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours of work, and other conditions of employment for all classifications set forth in ARTICLE 5 of the AGREEMENT.

1.1.2 The employer shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the employer without proper authorization of the Union.

1.2 The District will pay up to 32 hours lost time annually and collectively for Union officials to be off on Union business. Requests for reimbursement will be only for hours used on business related to District operators or employees. The PR/BA or designee shall be allowed to attend to union business, to attend conventions, conferences and seminars.

1.3 Local 714 officials will give notice to their supervisors as soon as possible of their request for time off needed to conduct Union Business. If notice is not given as soon as possible, the time off may be denied at management's discretion.

2. DISCIPLINE

Policy:

Discipline shall be determined by the Transportation Operations Manager (or designee) for bus operators and by the Maintenance Manager (or designee) for maintenance employees. As a general rule, progressive discipline shall be applied; the District maintains the right to skip or repeat steps depending upon the severity of the infraction. All levels of progressive discipline with the exception of discharge, shall include counseling.

Violations shall be on separate tracks; i.e., attendance, misses, preventable accidents and other violations.

Attendance Violations

Discipline will not be issued for excused absences, which are: Worker's Compensation, Bereavement Leave Days, Approved PTO, Union Business, Jury Duty, Approved LOA, Military Duty and/or FMLA.

Unexcused absences of one or more consecutive work days shall count as one absence or occurrence.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1st Occurrence: Notification of the occurrence
- 2nd Occurrence: Notification of the occurrence
- 3rd Occurrence: Notification of the occurrence
- 4rd Occurrence: Counseling
- 5th Occurrence: Written Warning
- 6th Occurrence: Written Warning
- 7th Occurrence: Written Warning
- 8th Occurrence: One (1) Day Suspension (unpaid) and Final Written Warning
- 9th Occurrence: Subject to Discharge

No call/no show absences will result in suspension and final warning for first offense. A No call/no show is defined as an absence from the workforce without notifying the employer. For the purposes of this policy, if an employee has contacted the district within four (4) hours of their start time, this absence will not be considered a no call/no show.

Unexcused absences not relating to illness shall result in additional discipline.

Late Reports or Misses

A late report is defined as reporting for work past one's scheduled report time or failing to notify the dispatcher of expected lateness prior to scheduled report time. Employees who miss will be returned to their job and may be used to perform other work before returning to their job.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1st Occurrence: Counseling
- 2nd Occurrence: Counseling / Written Warning
- 3rd Occurrence: Counseling/Written Warning
- 4th Occurrence: Counseling/Written Warning
- 5th Occurrence: Final Written Warning, One (1) Day Suspension unpaid
- 6th Occurrence: Subject to Discharge

Preventable Accidents

Discipline will not be issued for non-preventable accidents.

For purposes of discipline, the “look back” period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression; however, steps may be skipped or repeated, depending upon the severity of the accident or degree of negligence. Discipline step shall be repeated for accidents involving one vehicle with minor damage. Discipline will not be repeated more than once per rolling 12-month period.

- 1st Preventable Accident: Written Warning and Paid Retraining as determined by the Company
- 2nd Preventable Accident: Written Warning and paid retraining
- 3rd Preventable Accident: One (1) Day unpaid Suspension and paid retraining
- 4th Preventable Accident: Three (3) Day unpaid Suspension and paid retraining
- 5th Preventable accident Subject to discharge.

Retraining during suspension shall be paid at the regular rate of pay.

If a preventable accident results in a fatality, progressive discipline may be skipped and the operator may be subject to immediate discharge.

Other Violations

Violations of the District’s policies and procedures, legal statues and general workplace principles shall subject the employee to progressive discipline; however, steps may be skipped or repeated, depending upon the severity of the violation.

For the purposes of discipline, the “look back” period shall be a rolling twelve (12) month time frame for minor violations and thirty (30) months for any final warning. Employees shall be subject to the following progression:

- 1st Occurrence: Documented Verbal Warning
- 2nd Occurrence: Written Warning for related occurrence
- 3rd Occurrence: One (1) Day Suspension (unpaid) and Counseling for related occurrence
- 4th Occurrence: Two (2) Day Suspension (unpaid), Counseling and Final Written Warning for related occurrence
- 5th Occurrence: Subject to Discharge

In the situations where an employee receives discipline in lieu of discharge, the look back period shall be sixty (60) months

Consequences for violations of the District and Union’s separately negotiated Drug and Alcohol Policy will be governed by that policy

2.1 Entries shall not be placed against the discipline record of any employee until he/she has been given the right of a hearing, to be scheduled by management, on an employee’s scheduled work day, and the defense, if any, is briefly recorded with the charge on

the record. Discipline shall be administered for not reporting to scheduled hearings. Upon request he/she shall be granted an adjournment before answering such charges. Any charge shall be brought within one hundred twenty (120) hours after the alleged offense is reported to the District, or in the case of a charge involving continuous or repeated negligence, within one hundred twenty (120) hours after the last instance of such negligence or misconduct and provided the employee is not off duty, and can be notified of such charge.

2.1.1 The Greater Portland Transit District (District) and Local 714 of the Amalgamated Transit Union (Union) have mutually reached the following understanding concerning the implementation of the requirements of the above Section 2.1:

2.1.1.1 The term "charges" means the District is required to notify the employee and the Union in writing.

- A. that a complaint has been made against the employee,
- B. the date of the receipt of the complaint by the District,
- C. the nature of the complaint in general terms, and
- D. that an investigation, including a hearing, is being conducted.

2.1.1.2 Any disciplinary action taken as a result of the investigation of the complaint shall be taken within a seven business day period upon conclusion of investigation.

2.1.1.3 If disciplinary action is taken, the District shall at the time of the disciplinary action provide to the employee and the Union all pertinent information that justified the reason(s) for disciplining the employee.

2.1.1.4 Any grievance filed as a result of an employee disciplined shall be filed not later than seven (7) business days from the date of the disciplinary action by the District. It is understood between the parties that the Union shall not be prevented from filing a grievance as provided in Section 2 -Discipline pertaining to an alleged violation of the procedures contained in said section and/or the provisions contained in this memorandum.

2.1.1.5 All disciplinary action taken by the District shall be for just cause.

2.2 No discipline by suspension shall be administered which shall permanently impair seniority rights.

2.3 Employees are not to be reprimanded publicly.

Unjust Suspension Or Discharge

2.4 Should it be found upon investigation in accordance with the provisions of this Collective Bargaining Agreement that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost including overtime in an amount that such employee would have normally worked and earned during such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of an Arbitrator, if the matter is referred to an Arbitration Hearing.

2.5 There shall be no unnecessary delay when employees are called to the office, and when so called on their own time, they shall be paid for their time at the regular rate.

3. GRIEVANCES

3.1 Should any grievance arise; the question shall be disposed of in the following manner:

3.1.1 The grievance shall be submitted in writing and signed by the employee and/or the Union no later than ten (10) business days after the aggrieved employee or the union knew, or by reasonable diligence could have known, of the facts upon which the grievance is based. A hearing will be held by the Director of the Department, or in the absence of the Director, the Director of Human Resources will be the designee, with regard to the grievance no later than ten (10) business days. The Director of the Department, or the Director of Human Resources in the absence of the Director of the Department, shall make a written decision on the grievance within ten (10) business days of the hearing.

3.1.2 If the answer of the department head is unsatisfactory, the employee and/or the Union may submit the complaint in writing to the General Manager within ten (10) business days as a final step. The General Manager shall answer such appeal within ten (10) business days after receipt of appeal and shall answer the appeal with the decision in writing within ten (10) business days.

3.1.3 Should the grievance fail to be resolved as a result of this series of hearings, the Union or the District may elect to process the matter to arbitration as outlined in ARTICLE 3.1.7.

3.1.4 The parties hereto agree to discuss, through their duly accredited officers, all questions arising between the parties.

3.1.5 Should any differences arise between them as to the true intent and meaning or as to the application of any provision which cannot be mutually adjusted through the grievance procedure, after the procedures outlined in this ARTICLE have been exhausted, then same shall be submitted to an arbitrator no later than thirty-one (31) calendar days after such difference has arisen.

3.16 The duly accredited officers representing the District or the Union will notify the American Arbitration Association in writing within the prescribed time limits set up in

this ARTICLE of its desire to arbitrate the issue and its articles of submission, setting forth the question or questions to be arbitrated. The party instituting the notification will send a copy of such notification to the other party, and the other party will, within ten (10) business days, notify the American Arbitration Association in writing, with a copy to the instituting party, whether or not it agrees with the submission of the instituting party setting forth the question or questions to be arbitrated. If there is no agreement as to the submission, it will be developed and agreement reached at the hearing before the arbitrator. No later than ten (10) business days after the instituting party's notice to the American Arbitration Association, the American Arbitration Association will send lists to both parties listing ten (10) arbitrators available to serve on the case. Each party will cross off any name it does not wish to serve on the case and will signify their order of preference of the names that they have not crossed out. These lists will be returned to the American Arbitration Association no later than five (5) business days after their receipt. The American Arbitration Association will appoint the most mutually acceptable remaining name from the list. Should all names have been crossed out by either of the parties, the American Arbitration Association will resubmit a new list of seven (7) names to the parties within the next five (5) business days, and the parties may cross out any three of the seven names submitted and will signify their order of preference on the remaining four names and return the list no later than five (5) business days after it is received. The American Arbitration Association will then appoint the most mutually acceptable choice from the list and hearings will begin as soon as it is possible for the arbitrator to hold them. Hearings will be held under the rules of the American Arbitration Association, and the decision of the arbitrator submitted in writing to the District and the Union, shall be binding upon both parties. The arbitrator shall have authority to consider and decide finally in all cases, questions of his/her own jurisdiction under this AGREEMENT

3.1.7 The expense of the arbitrator, together with other necessary expenses, such as hall rental, stenographer, etc., shall be borne equally by the parties. If either the District or the Union cancels an arbitration unilaterally after the cancellation penalty date, the party canceling the arbitration shall be responsible for the arbitrator's fees and room costs.

3.2 The time requirements stated in ARTICLE 3.1 may be extended by written agreement of the parties for a mutually agreed upon period of time.

3.3 Grievances which affect a number of employees and involve a question which is common to all of them may be consolidated.

4. PENSION PLAN

4.1 The District and employees shall continue to fund a pension plan on a defined contribution plan basis provided that no unfunded liability shall ever accrue to the District and the District shall have no obligations beyond the contributions required by this ARTICLE. The District will match employee voluntary contributions up to 6.5% effective January 1st, 2019, 7.0% effective January 1st, 2021 and 7.5% January 1st, 2022. Employees may elect to raise or lower their contribution at any time.

4.2 For 2018, for current employees the new matching contribution shall start at the first payroll after the signing of this contract. New employees starting after the signing of this

contract shall have their contributions start after their qualifying period has ended to participate in the plan. Qualification period for all employees is the first of the month following the sixty (60) days after the date of hire.

The pension plan shall follow a vesting schedule for any new employees starting after 2/24/2015. This vesting schedule shall be as follows and is a progression to one hundred percent (100%) vesting on the District's match into the employee's pension.

Years Of service	Vesting on Employer Match
0-12 months	0%
13-24 months	20%
25-36 months	40%
37-48 months	60%
49-60 months	80%
After 60 months	100%

5. **WAGES**

5.1 The following hourly base rates of pay are established for these classifications.

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022
	2.00%	3.00%	3.00%
Master Technician	\$32.31	\$33.28	\$34.28
Technician	\$30.05	\$30.95	\$31.88
Mechanic	\$28.97	\$29.84	\$30.73
Mechanic II	\$27.20	\$28.02	\$28.86
Parts Clerk	\$28.56	\$29.42	\$30.30
Fleet Care Worker	\$21.73	\$22.38	\$23.05
Master Facilities Technician	\$31.78	\$32.74	\$33.72
Building Maintenance	\$28.45	\$29.30	\$30.18
Utility	\$21.34	\$21.98	\$22.64

5.2 Maintenance Employees shall progress to hourly base rates of pay as follows;

<u>Service Requirement</u>	<u>Hourly Pay</u>
Date of hire to 12 months	85%
13 months to 24 months	90%
25 months to 36 months	95%
After 36 months	100%

5.3 Bus Operators' shall progress to the hour base rates of pay as follows:

	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022
	2.00%	3.00%	3.00%
End of training to 12 months	19.65	20.23	20.84
13 months to 24 months	20.87	21.50	22.14
25 months to 36 months	22.73	23.41	24.11
After 36 months	27.20	28.02	28.86

5.4 The District may employ part-time operators for use in work limited exclusively to the following: school service, shuttle service, inter-modal service, hotel service or park and ride runs not part of regular runs, provided that no more than 75% of the operators for use in such special service work on a given day may be part-time operators.

5.4A The District will be allowed to have up to three (3) part time drivers for the purpose of covering PTO days and Union leave days. Part time operators who perform this function will be paid \$16.48 per hour. Current employees will be grandfathered at their rate of pay.

5.4.1 After completion of their probationary period, part-time operators shall become members of the bargaining unit. No individual part-time operator shall work more than thirty (30) hours per week. No full-time operator shall be laid off due to this part-time work and hiring preference shall be given to qualified retired employees. Temporary vacancies shall be filled from the spare board. Part-time operators shall not be used to displace full-time employees. If a layoff occurs because of a reduction in fixed route service, the District will make a good faith effort to piece together part-time work and extra pieces off the spare board to make a full-time job. Laid off operators will be given the option of bumping a part-time operator, as per Section 20.1.

5.4.2 Seniority for part-time operators shall begin to accrue after the operator has been "turned in", (that is, after completion of the training period required prior to entering active employment). A full-time operator who has retired as a full-time operator and has been rehired as a part-time operator shall have seniority begin on the day they were hired as a part-time operator. Should more than one (1) operator be hired on the same day, seniority shall be based on date and time of application. Layoff of part-time operators shall be on the basis of seniority, with the most junior part-time operator to be laid off first. The original assignment of a part-time operator to a particular run shall be protected, and a part-time operator shall be entitled to remain in that position until such time as the part-time operator vacates the position

or is laid off. Any vacancies arising in part-time positions shall be posted, and filled by part-time operators on the basis of seniority.

5.4.3 Any disputes under this Article 5.4 shall be resolved in accordance with the grievance procedure.

5.5 Operators, Technicians and Mechanics shall receive One Dollar (\$1.00) per hour in addition to their regular hourly rate of pay when required by the District to instruct student operators and maintenance employees. District required instruction shall be done by members of the bargaining unit whenever possible.

5.6 A mechanic shall be required to hold a State Inspection license within six (6) months of hiring/promotion.

5.6.1 Maintenance Department Employees in the Mechanic and Technician Classifications will receive \$1.50 per hour for successful completion of ASE Tests H1 and H2.

5.6.2 Should the District take on the full responsibility of maintain school buses by written agreement with a school district, all Mechanics and Technicians that obtain a State Inspection License for school buses shall be paid \$.25 per hour in addition to their regular rate of pay.

5.6.3 Mechanics and Technicians that hold a State inspection license shall be paid a stipend of \$0.50 per hour.

5.6.4 Mechanics and Technicians that hold an A/C certification shall be paid a stipend of \$0.50 per hour.

5.7 The District may create the classification of Working Foreman, (working mechanic), for night work in the Maintenance Dept. Pay will be at Mechanic's rate plus seventy-five cents (\$.75) per hour. The working foreman shall have the same authority as the team leader in reference to the team leader having the authority to present activity and incident reports that may or may not result in disciplinary actions as outlined in paragraph 8 of the list of team leader responsibilities.

5.8 Employees who work on Sundays shall be paid a premium of fifty cents (\$.50) per hour in addition to their regular hourly rate for all time worked on Sunday. This will be added to the rate at straight time rates after any overtime rate is calculated.

6. WORK HOURS OF OPERATORS

6.1 Operators shall bid work for five (5) days per week.

6.1.1 Operators shall be allowed to swap days off provided:

- The Operators swapping make all arrangements for the swap, on their own time.

- Swaps must be submitted in writing, on a form provided by the District, before the spare-board is released prior to the first day of the swap and approved by management.
- Swaps must be completed in the same pay week.

6.2 In no case shall an operator work on his/her "off day" except in an emergency, whereby there is a shortage of operators. Then the District may call operators on their "off day" for any bus work, such work to be divided as equally as possible from week to week in accordance with seniority. When a regular operator is called on his/her "off day," the operator shall perform such work as would have been regularly assigned to him/her had it not been his/her "off day." When a regular or spare operator is called on a Saturday, he/she will work the latest finishing job. When called in on a Sunday, he/she will work the open job. On Minor Holidays, if called in, he/she will work the latest finishing job if not holding a regular job or a spare position. Any operator required to work on his/her "off day" shall be notified by the District not later than three o'clock (3:00 P.M.) of the previous day. Such operators shall receive time and one-half (1 ½) for all work on a day off if the operator completes all of his/her assigned work on his/her regularly scheduled five (5) days in that work-week, unless excused due to his/her illness or death in the family. It is understood that when an operator is called, he/she shall not be called again for such work until all the other operators who are available have been called.

6.2.1 An operator that works on his day off shall be paid straight-time for hours worked if he has an unscheduled day off within in the same pay period. The first occurrence of this type each calendar year shall be paid at overtime. Operators forced to work their day off shall be exempt from the unscheduled work provision and shall be paid overtime

6.3 The foregoing relating to operators who are working on their "off day" shall become inoperative if a layoff of operators has taken place without a corresponding reduction in work or when additional runs or regular extra work have been established that have not been compensated for by the hiring of additional operators.

6.3.1 If an operator is assigned to work their scheduled day off two weeks in a row or two scheduled days off in a row, and it becomes necessary to assign an operator for a third straight week, or a third scheduled day off, then the next junior operator shall be assigned the work.

6.4 For the purpose of calculating overtime hours during the work week, any paid leave for bereavement leave or jury duty shall be counted as hours worked.

7. TIME ALLOWANCES

7.1 Operators shall be required to report ten (10) minutes before scheduled starting time to prepare for work, which time shall be allowed. Operators shall be allowed five (5) minutes for putting up a bus. Swinging on or swinging off a bus in service shall not carry those allowances.

7.2 Operators when required to make out accident reports and incident reports on their own time shall be entitled to twenty (20) minutes time allowance.

7.3 Employees required to participate in accident or incident investigations beyond the point of making out reports, shall be paid for all lost time if during their regular working hours and for all of their own time actually employed in such work.

7.4 Employees attending court or attending any official inquiry regarding the District business, shall receive the same consideration as to wages which they would be entitled to if engaged in their regular work, but shall not be entitled to a witness fee in addition.

7.5 Employees required to come into the District's offices on their own time for District business, other than disciplinary matters, shall be compensated for time spent in such meetings. This provision shall not apply to time spent selecting work.

7.5.1 When the District schedules a meeting with an operator and the District cancels the meeting at the last minute and the operator is traveling from home and reports and/or an Operator who reports, shall be paid one hours pay.

7.6 Employees required to serve on jury duty shall be paid an amount which, together with the compensation received as a juror, equals eight (8) hours pay at straight time rates per day, provided the employee serves such duty on a scheduled work day. When an employee reports for jury duty, that employee will be considered on jury duty for the entire day.

8. **REGULAR RUNS**

8.1 A regular run is any scheduled run which provides between seven and one-half (7 ½) and eight and three-quarter (8 ¾) hours platform work, to be completed with not more than one (1) break, but the District may take a lesser number of hours and make a scheduled run. Such runs, however, shall not have more than two (2) breaks.

8.2 Breaks of less than thirty (30) minutes shall be paid for as platform time.

8.3 All regular runs with platform time of less than eight (8) hours, shall pay eight (8) hours time.

8.4 In making up schedules of regular runs, the District shall arrange at least sixty-seven (67) percent of the runs with an outside time not exceeding ten (10) hours and the remainder of the regular runs not exceeding twelve (12) hours outside time. Whenever possible, other pieces of regular work that are left over, after the aforementioned runs have been drawn up, shall be put together as outside runs. An outside run is a run that contains less than seven and one-half (7 ½) hours of actual work time that can be completed within twelve (12) hours and will pay eight (8) hours time plus the other provisions of regular runs. Such outside runs shall not be counted in arriving at the percentage breakdown for regular runs mentioned above in this ARTICLE. Nothing in this ARTICLE shall preclude the District from placing on the spare board, pieces of work of less than four and one-half (4 ½) hours, provided these pieces cannot be put together to make runs or outside runs.

8.5 Time for reporting or turning in and allowed time, shall not be considered in determining whether a run exceeds the limits of outside or inside time.

8.6 All regular runs with platform time of less than eight (8) hours, shall pay eight (8) hours time. Time allowances outlined in ARTICLES 7.1 and 7.2 shall be applied against the time required to bring a run up to eight (8) hours.

8.7 Fifteen percent (15%) of weekday runs are to be straight eights and are to be completed before 2:30 P.M.

8.8 Twenty-five percent (25%) of regular runs are to be straight eights.

9. OVERTIME ALLOWANCES: REGULAR OPERATORS

9.1 An operator holding a regular run will not run extra trips or do extra work, unless there are no available spare board operators on the property. . When regular operators are required to do extra work, such work shall be given to the senior available operator who can start and complete this work. Once an operator has finished his/her daily work, the District is not required to call them back in if more work becomes available. The provision for completing the work also applies to extra operators.

9.2 Whenever an operator has a paid guarantee on a regular run, no additional time will be paid unless a delay exceeds the amount of the guarantee.

9.3 Regular operators when delayed over thirty (30) minutes beyond the run's scheduled time of relieving, shall be paid at the regular rate for the first thirty (30) minutes, and additional compensation at the rate of fifty percent (50%) of the regular hourly rate after the first thirty (30) minutes. The time to be computed in actual minutes.

9.4 Operators called upon to do any work which calls for time in excess of the run's scheduled time of relieving, except in the case of delays mentioned in the previous paragraph, shall be entitled to additional compensation at the rate of fifty percent (50%) of their regular hourly rate. The time to be computed in actual minutes.

9.5 A regular operator called upon to report earlier than his/her regular reporting time, or called back after his/her relief time, shall be paid at the rate of fifty percent (50%) above his/her regular rate for such extra work. For report before starting his/her run, or report within one (1) hour from his/her release time, he/she shall be paid from the time called if he or she arrives within one hour of time called. If he or she does not arrive within one hour from the time called, he or she shall be paid from the time that they report. When called within one (1) hour of relief time, his/her extra time shall start at his/her relief time. For report more than one (1) hour after his/her relief time, he/she shall receive not less than two (2) hours regular pay.

9.6 If the District must assign an operator to work after his or her appointed shift, whenever possible, it shall be the junior available operator that has not already worked 12 hours.

10. SPARE BOARD WORK

10.1 All platform work other than regular runs, except otherwise provided for, shall be listed as work for operators on the spare board, and shall be completed within twelve (12) outside hours. In determining the outside hours, time for reporting and turning in, shall not be considered.

10.2 All operators on the spare board who are listed for work and report in time, shall receive at least seven (7) hours pay, therefore, whether working or not, provided they remain on duty as long as required by the District, but not exceeding twelve (12) hours. All work in excess of seven (7) hours will be paid for at regular rate. For all such operators on the spare board who work a full day, as outlined above, if their seven (7) hour guarantee plus all time allowances fail to equal eight (8) hours, sufficient additional time shall be added to bring the time paid for that day's work to equal eight (8) hours. Time allowances which are actually outside the twelve (12) hour spread shall be paid at straight time rates in addition to the said eight (8) hour minimum pay.

10.3 Operators on the spare board who are listed for "early report" and "A.M. details", shall remain on report unless working or excused at their own request, until such time as the spare board is posted for the day. The first report operator shall not receive a break unless he/she catches a regular run, and then shall only receive a break if the regular run contains a break.

10.4 On listed or assigned work, when the intervening time between extra runs or reports is less than one (1) hour, such time shall be considered continuous.

10.5 When operators are called from their listed assignments to cover "early reports" or "A.M. details," the earliest operators listed for report shall be called first, and shall be paid from the time called, provided he/she reports within one (1) hour. Operators called in this manner shall receive at least as much time as they would have received on their original assignment.

10.5.1 Operators holding positions on the spareboard, shall be paid for all time worked or held in excess of twelve (12) hours outside time, and shall be compensated for the same at the rate of fifty percent (50%) in addition to the employee's regular hourly rate.

10.6 On duty operators, not performing regular duties may be required to answer telephones and distribute materials on District property, even when only one operator is covering. Cover operators may be allowed to answer radios when the Dispatcher is off duty, and make deliveries off District property which shall include monthly passes, 10 ride tickets, and Board of Directors packets, when more than one cover man is on duty. The primary duty of the spare board operator is to protect District service, emergency situations excepted. The District will attempt to use a cover operator for a period of two (2) consecutive hours when a cover operator is available for phone coverage, and without restriction to hours when a second operator is not available.

10.7 Spare Board Rules. Work for spare board operators shall rotate. When two or more pieces of work come in at the same time, the cover person who is due out next, shall get the piece of work that is due out first.

If your trip or shift is cancelled before you reach the Pulse, this does not constitute having done a piece of work and that cover person retains their position in the rotation

If the cover person is out driving and dispatch calls them to do another piece of work, they shall do it, regardless if someone else is on the property or not. Dispatchers shall make every effort to know who is next up in rotation and use that cover person. If Dispatch decides that it would be beneficial to the service to use the cover person already out, that is acceptable.

Congress Street shifts at the garage do not count as being part of the rotation unless the bus leaves the garage and goes to Mercy at the Fore and returns to St. John Street.

If a piece of work comes in before a cover person goes on the clock, but the work starts after that person is on the clock, and he/she can start and finish the piece of work, then that person shall do the work.

11. POSTING RUNS AND SPARE BOARD POSITIONS FOR SELECTION

11.1 Whenever a general selection of regular runs and positions on the spare board takes place, the same shall be advertised at least three (3) days prior to the time of selection. At the same time, there shall be posted time tables showing the amount of platform time, the reporting, relief, and putting up time, the time of leaving terminals on each trip and the number of the relieving run of all weekday, Saturday, and Sunday runs.

12. SELECTION OF REGULAR RUNS AND SPARE BOARD POSITIONS

12.1 In a general selection of regular runs and positions on the spare board, there shall be a separate selection of weekday, Saturday, and Sunday work. Seniority and continuous service as an operator for the District to prevail.

12.1.1 The selection for runs on holidays shall occur three weeks prior to the holiday and will not include operators scheduled on vacation on the holiday.

12.2 The selection of all regular runs and positions on the spare board shall be allowed when new runs are established or changes are made to schedules, which would change a run by twenty (20) minutes or more per day.

12.3 Regular runs and positions on the spare board shall be re-picked in a general selection four (4) times per year. The scheduled dates for the implementation of the general selections will normally be the second Sunday of February, June, November, and the Sunday before Portland Public School starts in August. Management may elect to change the implementation date of general selections by providing written notice to the union at least sixty (60) days prior to the regularly scheduled effective date of the general selection.

12.4 All general and vacation bidding will be done in the following manner: A representative from management will make a list of all operators, by seniority, divided equally as possible over a five-day period, preferably beginning Monday and ending Friday. Operators shall bid according to seniority. This list will include bid time allowances of at least one (1) hour for each operator to see the bid sheets and choose their selections(s). If an operator is absent at the time of general bidding, unless the operator has a designee to bid for him/her or has left two (2) copies, one with the designated District representative and one with the designated Union representative, of a written list of selections for his/her bid, the operator shall be assigned to the same run or same spare board position that he/she held in the preceding bid, if open. Otherwise the representative of the District and the Union shall assign the earliest finishing run. Whenever possible, the bid week will start two (2) weeks prior to the effective date of the job bid and at least one (1) week prior to November 30, for the vacation bid.

12.5 At the time of each general bid, the District shall prepare a chart allotting the number of "off days" to be allowed each day of the week and each operator shall make selection of his/her "off day." Operators indefinitely off on sick leave, if bidding, shall bid Sunday as their "off day." If an operator selects Saturday, Sunday or a Holiday for his/her "off day," the operator shall not change until the next general bid unless a permanent vacancy occurs or manpower requirements increase. The junior operator shall be assigned the position.

12.6 The District's bid sheets will be given to the Union at least eleven (11) calendar days prior to bidding. The District shall consider bid sheets submitted by the Union.

13. FILLING VACANCIES IN REGULAR RUNS OR SPARE BOARD

13.1 Permanent vacancies in scheduled runs shall be advertised within three (3) days for selection, except when general re-bidding is due. Bidding shall be on a seniority basis open to all operators. Three (3) days shall be allowed for which to apply for the advertised vacancy, and the closing date and hour shall be stated in the posting. The result of the bidding shall be posted. If no applications are received, the junior operator on the spare board shall be assigned to the vacant run(s). Operators who are discharged and who are reinstated after a general selection, shall be placed on the spare board with their seniority and be allowed to select days off that they would have been entitled to had they participated in the general selection.

13.2 Permanent vacancies in the spare board shall be advertised and bid as above. If no applications are made for such vacancies, then the operators on the spare board shall be automatically moved up.

13.3 Whenever an operator holding a regular run is on leave of absence for more than thirty (30) calendar days or is off duty or not operating his/her run for any reason, with no prospect of his/her return within thirty (30) calendar days, his/her run shall be considered temporarily vacant. As soon as such condition is known, the run thus vacated shall be advertised for choice within three (3) days and bid off or assigned in the same manner as a permanent vacancy, the choice being limited to those operators junior to the operator who has vacated his/her run.

13.3.1 If no junior operator bids on posted run for a temporary vacancy, a senior operator may bid on posted run.

13.4 Temporary vacancies as defined above on the spare board shall not be posted for bid, but the board shall automatically move up.

13.5 If there is more than one vacant run not applied for, the junior operator on the spare board who will be assigned these runs shall have the opportunity of choice in order of seniority.

13.6 An operator, while filling a temporary run, may bid upon and be given any other temporary run advertised for bid, but shall hold such second run until it is completed.

13.7 Any operator on the spare board bidding a regular run and then re-bidding the spare board before a re-picking of the spare board has taken place shall revert to his/her original position.

13.8 The spare board shall be re-picked when the number has been increased by the employment of new operator(s). The list shall be re-picked during the break-in period with additional space being provided for the new operator(s). When the new operator(s) is/are turned in he or she will be assigned the space provided and the new board shall become effective with the last operator turned in.

13.9 All spare board operators filling a temporary vacancy at the time of the re-picking must be included on the bid sheet and identified with a (T) adjacent to their name. Such operators must bid a position on the board, in accordance with seniority, to cover the possible termination of the temporary vacancy. In the event that a junior operator is assigned a position on the spare board after all bidding is complete, a senior operator holding a temporary run will have the option of keeping the temporary run or displacing the junior operator on the spare board. This option will be offered to the most senior operator on the spare board holding a temporary run down to the most junior operator holding a temporary run until the option is exercised or is refused by all.

13.10 Should there be an occasion, other than the above, for an operator to be placed or bid a position on the spare board he or she shall select a position in accordance with seniority. When the bidding stops, the re-picking process shall take place.

13.11 On all other occasions not covered in this ARTICLE, as operators leave the spare board, it would automatically move up.

13.12 When an operator bids off his/her regular job or spare board position and bids back onto the regular job or spare board position again, the operator shall be allowed this "bid back" option no more than two (2) times. Once the operator bids back onto the original job or position for the second (2nd) time, that operator shall not be permitted to bid the same job or spare board position again.

14. METHOD OF MAKING OUT THE SPARE BOARD

14.1 Assignments of spare operators shall be made in accordance with their position on the spare board and in the following order:

14.1.1 Vacancies in regular runs in order of: finishing time, earliest finishing time to the most senior operator; if same, run with the most pay time; if same, run with the least spread time; if same, run with the least number of breaks; if same, most senior operator's choice.

14.1.2 All other work starting previous to the posting of the 8:00 A.M. work list in the order of the reporting time of such work.

14.1.3 P.M. Reports.

14.1.4 At 8:00 A.M. Mondays through Saturdays, at 9:00 A.M. Sundays and Holidays, all regular or additional runs or parts thereof and cover work known to exist shall be divided into details so that each operator covering an A.M. Report, detail or Assignment, or listed for a P.M. Report will receive as nearly as possible eight (8) hours. Details shall not contain more than two (2) breaks. The earliest reporting operator shall be assigned the earliest finishing detail.

14.1.5 Spare operators may be relieved after eight (8) hours work, but no such relief shall be made if regular operators are doing spare work.

14.2 All work arising after the posting of the A.M. work list shall be assigned to the operators available who can most nearly complete the same within the time for which they were listed on the A.M. work list.

14.3 All operators who are not assigned to cover vacancies in regular runs shall be rotated each day; the first report operator for the day shall be the operator immediately following the first report operator of the previous day. There shall be separate rotation lists for weekdays, Saturdays, Sundays and Holidays.

14.4 Operators on the spare board who are assigned to regular runs or catch such runs while covering station, shall be subject to all the conditions governing regular operators. Operators so assigned, if available, shall be entitled to extra work before a regular operator is called.

15. POSTING WORK LIST

15.1 Except in emergencies, a list of assignments for operators on the spare board for the next day shall be posted at 5:30 PM. or as much earlier as possible, but not before 2:30 PM. The board shall not become final until 5:30 PM.

15.2 Operators off duty, due to illness or injury, shall notify their Department Head in charge before 2:30 P.M. of their desire to be marked up for duty the following day. Operators

while on this status shall call their supervisor every three (3) calendar days and inform the supervisor of their status, unless they are out on a documented long-term illness.

15.3 Any operator relieved or reporting in sick after Noon, shall notify his/her Department Head in charge before 7:00 A.M. of his/her desire to work the following day. If it can reasonably be determined by the District that the operator will not be able to work the following day, the operator's job shall be listed on the spare board for the following day. If the operator is able to return the following day (under these conditions) and the board has been finalized, he or she will be allowed to work the piece of work that he or she would have worked had he or she not have been booked off. The operator who is displaced by the regular operator being able to work will cover during the hours originally scheduled.

15.4 On days in which no Metro service operated, the dispatcher shall post the spareboard on the previous day in which service is operated.

16. EMERGENCY RUNS

16.1 Emergency Runs may be assigned for a period of fourteen (14) calendar days. If the emergency continues for more than fourteen (14) calendar days, a general selection shall be made, unless within thirty (30) calendar days of a planned run selection.

17. REPORTS WITHOUT WORKING

17.1 Operators who are scheduled to report for work, but are not allowed to perform such work, shall be paid for the time allowed for such work. The operator scheduled to report for such work shall remain available for other work for the full time scheduled, unless sooner excused.

18. SPECIAL SERVICE

18.1 Operators, when taken from regular or listed assignments for special service, shall be paid at least as much as they would have received from the assignments from which they were taken. This ARTICLE shall remain in full force, subject to any limitations of federal and state laws.

19. LEAVES OF ABSENCE - TEMPORARY ASSIGNMENT TO OTHER DUTIES

19.1 Employees shall not be granted leaves of absence for over ninety (90) days except for the following reasons: All medical and maternity leave are covered under FMLA policies.

19.1.1 Officers or appointees of the Union in the conduct of Union business.

19.1.2 To take an official position with the District for a trial period or periods of sixty (60) days in the aggregate and there shall be no further leave granted to qualify for the same position. The employee on such leave shall continue to be listed on the seniority list.

19.1.3. To substitute for a regular official of the District.

19.1.4 To take a temporary appointment as a supervisor or to perform non-official duties for the District.

19.2 Seniority, while on leave of absence shall be maintained, except that any employee taking employment other than that provided herein shall be considered to have terminated his/her service with the District. Failure to report for duty at the expiration of a leave of absence shall be considered a resignation.

19.3 Operators' requests for individual days off with pay, shall be in writing, on a form provided by the District and be granted on a first come, first served basis, with the exception of days immediately preceding or following a holiday. Requests for days off with pay immediately before/after a holiday will not be accepted until 30 days prior to the holiday. A District Official will oversee all requests/signatures and note the date and time.

19.4 The District shall have an operator on call on Sundays standing by at home and/or one-half hour drive to the Metro. The District shall pay each Operator on call the sum of sixty (\$60.00) dollars. In the event that no operator accepts the assignment, the most junior operator will be assigned but will not be assigned more than two weeks consecutively. Should the District decide to add a spare board on Sundays, the on-call Operator and stipend would be eliminated.

19.4.1 If called in, the on duty Operator shall receive the amount of time and one half (1 ½) for eight hours.

19.4.2 An on call Operator will not be used to cover vacations or personal days.

19.4.3 The District shall supply the on call Operator with a cell phone.

19.4.4 Sign Up: all Operators who wish to sign up for on call duty shall do so at the General Bid. The senior operator will be placed in the number one (1) position and be first to be on call, if they are called into work or not he/she will rotate to the bottom of the list and will advance upward each week. All other Operators shall advance in the same way.

19.4.5 A. Removal from the list: Any Operator who wishes to be removed from the list for the remainder of the bid shall not be reinstated for the remainder of the bid.

B. Removal from the list temporarily: an Operator may opt to be removed from the list for a Sunday by informing the Dispatcher on Thursday of the need to be off temporarily. That Operator shall go to the bottom of the list and advance in the normal order.

20. FURLOUGH OF OPERATORS

20.1 When a layoff of operators becomes necessary, the junior full time operator shall be the one laid off. Full time operators laid off shall have the right to bump part time operators or exercise the option to take the layoff themselves. Operators shall have call back rights for 18 eighteen months.

20.2 All such operators laid off shall be given seven (7) days notice.

20.3 A list of such operators laid off, with their last known address, shall be sent to the Union. Such operators laid off shall have preference of filling vacancies in any department, provided they make application and can perform the work required to the satisfaction of the official in charge.

20.4 Provided he/she returns to work within eighteen (18) months from the date he/she was furloughed, any operator so laid off shall be placed in the seniority and pay rate to which he/she would be entitled had he/she remained in continuous service. Failure to keep the District informed of his/her correct address shall forfeit the right of such furloughed operator to re-employment.

21. LATE REPORTS OR MISSING

21.1 Operators who miss on any part of their run or assignment shall report to the Dispatcher as soon as possible by phone or company radio unless otherwise excused.

21.2 Whenever a failure or delay in the District's service is the cause of a miss, the employee concerned may be assigned an additional trip prior to starting their regular run and will not forfeit his/her pay for the day. The Operator who covers such a miss shall resume his/her former position and will have no right to work that may have started while he/she was so engaged. If an operator is on a bus that is scheduled to leave the garage 15 minutes or more before that operator's scheduled relief up town, and so long as that operator notifies the dispatcher through the operator of the bus that he/she is on that bus he/she will not be charged with a miss. If the line one route is rewritten so that this provision is not reasonable or workable it shall be renegotiated.

21.3 The District will offer direct transportation from 114 Valley Street to relief points more than one half mile from the office via a staffed company vehicle. If an operator is relieved at a location not along the Line 1, he/she will be provided transportation back to the Valley Street Office. This transportation will be available between the hours of 8 am and 5pm, Monday through Saturday, and on Sundays whenever reliefs are scheduled.

21.4 The District reserves the right to have operators drive company vehicles to and from relief points. When operators are required to drive a company vehicle to or from a relief point this time shall be paid as on-duty time and shall apply toward the Operators' hours worked for the week.

22. DEFECTIVE BUSES

22.1 An operator shall not be required to take out any bus that is not in safe operating condition according to Maine State Inspection Laws. In the event that an operator becomes aware of a minor defect that does not place the bus in a position of being unsafe to operate, the operator will promptly notify the dispatcher and shall continue to operate the bus for the completion of trip or as soon thereafter as possible the District shall either substitute another bus at the end of the trip, if the operator so requests to the

dispatcher, or shall make arrangements to repair the minor defect prior to or at the end of the scheduled bus trip.

22.2 Each operator shall make out a daily mechanical report of the condition of every bus operated by him/her in such manner as provided by the District.

23. RELIEF POINTS

23.1 The relief points for Operators shall be within two miles of the Metro Office at 114 Valley Street and at a location served by riding the route that serves the Metro Office. In individual special situations other locations may be arranged by mutual agreement between the dispatcher and the operators.

24. TIME SLIPS AND PAY DAY

24.1 Each employee shall turn in, at the end of his/her day's work, a time slip and delay slips, when applicable, furnished by the District, showing the actual time of his/her work, regular, special, extra, and delay time, reason for the delay, the nature of all extra work and the rate of compensation claimed therefore.

24.2 Pay day shall be before 9:30 A.M. on Thursdays except in a week where it may not be possible due to a holiday.

24.3 Employees will be notified of changes in their time slips by the next business day following the day their time slip is corrected.

25. FREE TRANSPORTATION

25.1 The District shall furnish to each of its regular employees free transportation over all lines and in such manner as to badges, tickets or passbooks as the District shall determine.

26. UNIFORMS

26.1 All supervisors shall be in full uniform when on regular tour of duty, but this shall be in no way understood as limiting their authority, when not in uniform outside their regular hours.

26.2 The District shall provide during each twelve (12) month period, one (1) uniform to each operator who, within said period, works for the District forty (40) weeks.

26.3 Operators will receive an annual uniform allowance of \$250.00 which includes \$50.00 towards shoes (To be effective in 2019).

26.3.1 For the 2018 uniform order, bus operators shall receive an allowance of \$500 per operator.

26.4 New Operators shall receive an initial uniform allowance of \$350.00. (To be effective in 2019.)

26.5 Operators may wear a standard uniform sweater provided by the District's uniform vendor.

26.6 Uniform items provided by the District shall, when reasonably possible, bear a Union label.

26.7 Any employee severing his/her connection with the District for any reason shall not be entitled to a uniform or any portion thereof.

26.8 Bargaining unit members, who are Operators, shall be reimbursed up to \$100, for the purchase of sundry items such as: sunglasses, briefcases, watches, shoes, replacement punches or other approved items that an operator would use while working for the District. This excludes uniforms.

26.9 Union leadership shall have input on the choice of the uniform vendor.

27. VACATIONS / PAID TIME OFF (PTO)

27.1 Effective January 1st of 2020, all full-time employees shall be granted eleven (11) PTO days. Effective January 1st of 2021, all full-time employees shall be granted twelve (12) PTO days. Additionally, employees who have completed one year's continuous service and has worked at least forty (40) weeks or its equivalent in straight time hours during the previous year shall be granted vacation, according to the table set forth in section

27.2 Any employee who has completed one year's continuous service and has worked at least thirty (30) weeks but less than forty (40) weeks or its equivalent in straight time hours during the year shall be entitled to vacation according to the table set forth in section 27.3, less one week.

27.3 Paid Time Off (PTO) and Vacation to be forty (40) hours pay at the employee's straight time rate for one full week and eight (8) hours straight time pay for one day. This section does not affect pay granted under Section 42.1

27.4 Except as provided in 27.1 to earn any vacation, at least forty (40) weeks or its equivalent in straight time hours must have been worked in the previous year. In the event of no vacation time subsequent to the anniversary of their employment being available to any first year employee, when vacation time is bid, the District reserves the right to waive the twelve (12) month's employment requirement assign PTO where available.

	Service	Vacation
27.4.1	1 year	1 week
27.4.2	2 years	2 weeks
27.4.3	5 years	3 weeks
27.4.4	10 years	4 weeks

27.4.5	20 years	5 weeks
27.4.6	30 years	7 weeks

27.4 The District shall provide PTO time throughout the year. A minimum of two PTO days shall be granted off on every calendar day of the year for bus operators. Vacation time shall be picked in accordance with seniority.

PTO may be taken in increments of one (1) hour and prescheduled whenever possible. An employee taking a partial PTO will be required to use PTO to make his/her day's total hours at least 8. Full PTO days will be given priority over partial PTO days. Employees will not be allowed to take any unpaid time-off until they have exhausted all PTO time or the time is made available by the District. Approved PTO days may be cancelled should an employee not have enough PTO available for that day.

At the end of the year, employees will be paid out unused PTO time, up to a maximum of eighty (80) hours per employee, and/or employees may elect to roll over unused PTO time to the following year, provided they notify management of their intention to rollover PTO time prior to December 31st. Employees will not be allowed to exceed twenty (20) days of PTO in their banks at any time.

27.5 Upon leaving District employment, the employee will be paid out all accrued unused PTO time and pro-rated vacation time as necessary for the final year of employment at the employee's regular rate of pay and in accordance with State or Federal Law.

27.6 Upon written request vacation pay shall be available on the payday immediately preceding the vacation.

27.7 In computing the required number of weeks, the following absences shall not be counted:

27.7.1 Absence on Union business;

27.7.2 Absence on jury service;

27.7.3 Absence on government service;

27.7.4 Absence on account of bidding holidays off;

27.7.5 Absence on account of personal injury for which worker's compensation is paid

27.7.6 Absence approved for FMLA

27.8 A schedule showing vacations will be posted and bid no later than November 30 prior to the year vacations are to be taken. There shall be a minimum of three (3) vacation spots each week, effective with the November 2018 vacation pick.

Employees who retire or are laid off prior to using all their vacation time in a given year shall be paid a pro rata vacation allowance, based upon the amount of vacation they have earned since their most recent seniority date. The employee's anniversary date will be used to determine the date on which his/her vacation is earned.

27.9 Vacation Scheduling

27.9.1 Employees with two (2) or more weeks of vacation time may elect to convert one of their vacation weeks to PTO time. Employees with seven (7) or more vacation weeks may elect to convert one or two weeks of vacation to PTO time.

28. GROUP INSURANCE

28.1 Each employee covered under this agreement will be covered under the Maine Municipal Employees Health Trust PPO 1500 Plan.

The District will maintain a Health Reimbursement Account with the following provisions.

- Single employees will be responsible for the first \$600 of the \$1500 deductible
- Employees with family coverage (i.e. employee with child, spouse, or family coverages), will be responsible for the first \$1,200 of the \$3,000 deductible.
- The Health Reimbursement Account (HRA) will reimburse the employee for the remainder of the deductible and 100% reimbursement for the co-insurance.

Health Insurance Premium Cost-Sharing:

- Employees with single coverage will pay 5% beginning the first pay period after the signing of this Agreement, towards health insurance premiums on a weekly basis.
- Employees with single with children coverage will pay 5% beginning the first pay period after the signing of this Agreement towards health insurance premiums on a weekly basis.
- Employees with spouse and family plans will pay 15%, beginning the first pay period after the signing of this Agreement, towards the health insurance on a weekly basis.

28.2 Employees that elect to opt out of the District's health insurance plan, shall be entitled to receive \$750 at the end of each quarter starting after the first quarter in 2020 for which they are not enrolled in the plan. In order, to exercise this option, during the add/drop period each year, employees must provide documentation proving that the employee and/or the employee's family, as applicable, is covered by health insurance elsewhere.

Any such reimbursement shall be considered taxable income and shall be paid to the employee as an addition to the employee's regular paycheck on the first pay day following the quarter in which the employee opted out of coverage. An employee that leaves the service of the District shall be paid a prorated amount based on the month that he or she leaves.

Employees that have opted out of the District's health insurance coverage shall be allowed to reenroll during open enrollment or sooner should they have a documented qualifying event.

28.3 The District shall pay minimum of 85% of the monthly cost of a 1x base salary group life and accidental death policy.

28.3.1 STD-LTD Employees will contribute \$9.00 per week toward short and long- term disability policies. The District shall pay the remainder. The short- term disability will have a 7 calendar, day waiting period for illness and a 1 day, calendar day waiting period for injury off the job. Employees will be required to use their unscheduled Paid Time Off (PTO) for

these waiting times, should they have it available. The weekly benefit coverage will be at 67% of the employees wage up to \$1500 per week. The District shall not change providers without Union input.

28.4 The District will provide Dental Insurance with a minimum benefit of 100/80/50% in or out of Network coverage. The District reserves the right to go to the market with the understanding that coverage will not be reduced but may be increased. Employees with single coverage will pay \$1 per week toward the premium; all others will pay 15% toward premium. The District shall not change providers without Union input.

28.5 The District agrees to implement a pre-tax salary reduction program, Section 125 Cafeteria Plan, to the extent permitted by the Internal Revenue Code for any employee contributions toward health insurance premiums, STD, LTD, and Dental plan.

The District will pay the full cost of health insurance for any employee hired before January 1, 2020 who has reached the age of 62 and has 20 years on the property who chooses to retire before age 65. Employees under age 65 are required to give at least 60 days' notice and will be required to retire if such notice is given.

29. PROBATIONARY PERIOD

29.1 All employees shall serve a probationary period of eighty (80) days worked from the date on which they entered active employment.

Part-time operators who are promoted to full-time operator shall serve an additional thirty (30) days worked on probation.

30. INTERDEPARTMENTAL TRANSFERS

30.1 Employees working in one department shall be given preference in filling vacancies for work in the same or other department if signifying their desire and if deemed by the District qualified to perform the work.

31. DRIVER'S LICENSE

31.1 The District shall pay the full amount of the cost of individual licenses and tests required for such licenses for the operators and for such maintenance employees that, in the opinion of the General Manager, are required to be licensed to operate and/or maintain the equipment of the District for which licenses are required by the State of Maine or other governmental agencies.

31.2 Employees who lose their license for the first time for driving violations, not including substance abuse or OUI will be granted a leave of absence for the length of time for which their license has been suspended, but not beyond 60 days.

32. SENIORITY

32.1 For the purpose only of establishing seniority in the matters of bidding and layoffs arising from lack of work and qualifying for vacations and without prejudice to the District or the Union on any other matters, service with the predecessor companies shall be considered

33. MAINTENANCE DEPARTMENT

33.1 Two (2) consecutive days off in each week shall be assigned to maintenance department employees. Weekend work will be limited to preventative maintenance, cleaning, fueling and minor repairs. Any employee will be paid overtime rates if the employee works a day off or Holiday as specified in this AGREEMENT.

33.1.1 A maintenance department employee that works on his day off shall be paid straight-time for hours worked if he has an unscheduled day off within in the same pay period. The first occurrence of this type each calendar year shall be paid at overtime. Maintenance employees forced to work their day off shall be exempt from the unscheduled work provision and shall be paid overtime

33.2 All employees classed as non-operating employees, whenever required to work over their scheduled time, shall be entitled to time and one-half (1 ½) for all overtime.

33.3 Five (5) minutes shall be allowed to maintenance employees to wash before going to their meals and ten (10) minutes before relieving time at the end of their day's work.

34. MAINTENANCE CLASSIFICATIONS

34.1 The following classifications shall be established:

34.1.1 – Master Technician

34.1.2 – Technician*

34.1.3 – Mechanic

34.1.4 – Mechanic II*

34.1.4 – Fleet Care Worker

34.1.5 – Master Facility Technician

34.1.6 – Facility Maintainer

34.1.7 – Parts Clerk (includes rebuilding small parts)

34.1.8 – Utility

*Technician/Mechanic II classifications to be eliminated when positions become vacant.

*Mechanic II Duties shall be to remove and/or replace:

- Brake diaphragms
- Brake chambers
- Bellows
- Slack adjusters

- Fuel, transmission and water lines
- Brake and water hoses
- Preventive maintenance inspections
- Rebuilt parts excluding transmissions, engines, cylinder heads, differentials,
- Fan hub assembly
- Sway braces, tie rod ends, wheel bearings, full brake - jobs and front- end work

34.2 Seniority shall be based upon hiring date by department and within classification.

34.3 Whenever a Mechanic II is assigned to perform the work of a Mechanic I or higher classification, he/she shall receive the rate of pay for that higher classification.

34.3.1 When maintenance employees are assigned to work alone in a higher classification, they shall receive the rate of pay for all time worked in the higher classification.

34.3.2 When the Utility position is assigned to install bus shelters he/she shall receive the rate of Facility Maintainer.

35. CHANGES IN MAINTENANCE DEPARTMENT

35.1 When a layoff of maintenance employees occurs, seniority of employment in the classification affected shall prevail, and the junior employees in the classification shall be those affected.

35.2 When such reduction occurs and employees of a higher classification are affected, those employees shall be allowed to displace employees in lower grades but junior to them in service in the department. This procedure shall be followed until the junior employee is displaced and he/she shall be the one laid off.

35.3 Maintenance Department Employees thus laid off shall be given seven (7) days notice and shall be given preference for work when new employees are hired within 18 months of their layoff. It shall be their duty to keep the District advised of their correct address and any employee failing to do so will lose his/her rights to re-employment.

35.4 Advancement in the Maintenance Department.

A Mechanic II who wants to advance to Mechanic when an opening exists shall be required to pass a written or oral exam established by the District and the Union. A passing grade of at least 80% is required for advancement.

Should a Mechanic II fail the written or oral test the test will be given to the next senior Mechanic II.

A Mechanic II who fails the test shall be allowed to take the test when a future opening occurs.

35.4.1 Advancement to Master Technician

Any maintenance department employee working as a Mechanic or Technician

will advance to the position of Master Technician provided he/she has at least three years of heavy duty diesel maintenance experience and has furnished the District with evidence that he/she has passed the ASE Transit Bus Certification test H1 thru H8.

35.4.2 Advancement to Master Facility Technician

Any Maintenance Department employee in the Facility Maintainer classification will advance to the position of Master Facility Technician provided he/she has furnished the District with evidence that he/she has, at minimum, a Limited Electrician's License as prescribed by the State of Maine.

35.4.3 When a promotion to a higher classification is available, the senior employee that meets the minimum qualifications of the job classification, in the lower classification will be offered the promotion. If the senior employee entitled to the promotion refuses the new assignment, it shall be offered to the eligible employee in the appropriate classification next in seniority and so on down. The eligible employee taking a promotion shall be given two (2) weeks to satisfactorily demonstrate his/her ability to be trained. The employee will then enter a thirty (30) working day probationary period to demonstrate his/her ability to satisfactorily perform the work of the new classification. An employee failing to satisfactorily complete either of the above trial periods shall be returned to the classification from which he/she came without loss of seniority in that classification.

35.5 Maintenance Department employees who hold a specialist rating shall have preference in the assignment of work in their specialty, but may be assigned other work consistent with their individual skills.

35.6 The District will establish a committee to investigate and implement job related training schools or courses for Maintenance Department employees who are interested. There will be a Union representative on this committee.

36. UNIFORMS MAINTENANCE

36.1 Overshoes will be furnished to bus washers and oilskin suits will be supplied for road work.

36.2 Maintenance department employees, who, within said period, works for the District forty (40) weeks, will receive an annual uniform allowance of \$150.00 to those maintenance employees.

36.3

Style and color of the uniforms shall be determined by the District. Upon completion of their probationary period, the District shall provide new maintenance employees with the following uniform items. New maintenance employees shall be provided five (5) shirts and five (5) pants.

36.6 Uniform items shall, when reasonably possible, bear a Union label.

36.7 Every year each maintenance employee may elect to have the District provide one (1) standard winter coat and/or one (1) lightweight jacket and liner in lieu of some portion of the uniform allotment specified above, provided that in the opinion of the General Manager or his/her designated representative that maintenance employee has in his/her possession sufficient standard uniform parts in properly serviceable condition to last another year. No other substitutions apart from the standard uniform pants, shirts, coat, or jacket and liner will be allowed.

37. OVERTIME MAINTENANCE

37.1 Overtime shall be awarded on the basis of seniority in each classification. All unscheduled work will carry the overtime provision. For the purpose of overtime, the Technician Class shall be included in the Mechanics Class. For overtime purposes seniority shall be based on the employee's hire date within classification. Any maintenance department employee who is used in a higher paying classification shall be paid the higher rate while performing such work.

37.2 The opportunity for overtime shall rotate for all overtime assignments of four (4) hours or more. For overtime assignments, the selection shall be made initially by seniority with the most senior qualified employee being offered the overtime assignment first. Subsequent overtime assignments shall be made from the seniority list on a rotating basis. If no one on the seniority list accepts the overtime assignment, the most junior employee available in the required classification in which the overtime exists must perform the assignment. If no qualified employee within the overtime classification is available, overtime assignment shall be made from the following classifications: Mechanic II, Mechanic/Technician, providing the employee is qualified. For the purpose of establishing an overtime rotation list, refusal or non-availability shall be deemed the same as acceptance for the selection process.

37.2.1 No employee shall be required to work more than 12 consecutive days. No employee shall be required to work more than one double shift in a two-day period.

37.3 Notwithstanding the above requirements of this Section, an employee with prior approval of the employee's supervisor may work a different set of hours on a given workday to attend to matters which cannot be conducted outside of the employee's regular workday. In such instance, the employee will not be eligible for overtime unless the employee has worked his/her scheduled number of hours for that workday. For example, if the employee's normal work hours are from 6:30 a.m. to 3:00 p.m. and if the employee is absent for three (3) hours, the employee would work until 6:00 p.m. If the employee continued to work after 6:00 p.m., any additional time would be paid at the overtime rate. This provision shall not be interpreted or implemented to bypass overtime opportunities.

37.4 For the purpose of calculating overtime hours during the work week, any paid leave for bereavement leave or jury duty shall be counted as hours worked.

37.5 Holiday work within the Maintenance Department will be bid on a rotating basis according to seniority.

37.5.1 Overtime vacancies in the Maintenance Department, other than holidays, will be assigned in the same manner as holiday overtime stated in Section 37.5.

38. UNION SECURITY

38.1 All employees of the District, exclusive of office and supervisory employees, shall become and remain members or agency fee payers of the Union as a precedent to continuous employment.

38.2 If any member of the Union is expelled or suspended from his/her membership therein for non-payment of dues or agency fees, the District, being satisfied that such expulsion or suspension was for such reason and was justifiable, shall suspend such employee from its service.

38.3 Upon proper individually signed authorizations and conforming with all legal requirements, the District will make weekly payroll deductions for Union dues or agency fees, assessments and COPE. Details regarding the collection and handling of dues or agency fees and assessments shall be mutually agreed upon.

38.4 Union shall have no less than 2 hours with all new employees who have been hired into "bargaining-unit" positions. Such time shall be during paid training of the new hire, and on Company premises. This period shall be exclusive to the Union's President/ BA and another Union Officer. The President/BA may send a designee on his/her behalf. Such designee must hold an official position in the Union. The trainee will be paid for that time but not the union representative.

39. MANAGERIAL RIGHTS

39.1 The District will exercise the exclusive right to set its policies and procedures and to manage its business in the light of experience, good business judgment, and changing conditions. District management staff will solicit input from the union prior to implementation of policies and procedures.

The District will exercise the exclusive right to determine the amount of service to be run at any and all times; to direct the workforce; to determine the number of its employees at any time; to determine the qualification for and to select its managerial forces and all new employees; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violation of rules and other misconduct in accordance with the negotiated discipline policy provided in Section 2 and pursuant to the just cause provision as stated in Section 2.1.1.5.

This section is to exclude the District's Drug and Alcohol policy as this is a separately negotiated policy.

39.2 The Union further recognizes that the power of discipline is vested exclusively in the District subject to the provisions of the AGREEMENT relating to the handling of grievances and arbitration of same. The District agrees that discharge will be for just cause.

40. **WORK STOPPAGE**

40.1 There will be no work stoppage during the life of the AGREEMENT.

41. **PHYSICAL EXAMINATIONS**

41.1 Employees required to take physical examinations on orders of the District by physicians named by the District and who, as a result of such examination have been found to be physically unfit to operate, shall reserve the right of an examination by a physician of his/her own choosing. Should the physician of his/her own choosing disagree with the finding of the District physician, the two physicians shall then select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. Under the above circumstances, the District will pay for the cost of its physician, the Union will bear the cost of its physician, and the cost of the impartial physician shall be borne equally by the parties.

41.2 All employees hired on or after January 1, 2020, whose classification requires a Commercial Driver's License shall be required to maintain a current FMCSA Medical Certificate during their time of employment with the District. The cost of FMCSA physicals, and all time spent obtaining appropriate documentation, shall be paid time by the District.

42. **HOLIDAYS**

42.1 Employees shall be granted Thanksgiving Day, Christmas, New Year's Day, Presidents' Day, Easter Sunday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day and Martin Luther King Day as paid Holidays. The District reserves the right to determine service levels on any given holiday.

42.2 Employees not required to work on a paid Holiday will receive eight (8) hours pay at straight time hourly rate providing the Holiday does not fall during sick leave.

42.2.1 When an operator is required to fill work on a Holiday, a list of operators will be created by seniority from both regularly scheduled days off and those who bid to be off. Operators that have not bid a regular Holiday job will work the latest finishing job(s) from the spareboard. The list will rotate as operators choose to work and assigned days will be begin with the junior operator on the list. The list will reset at each new general selection.

42.3 Employees who have bid the Holiday off but are required to work on said paid Holiday will receive time and a half (1 ½) for all time worked on said Holiday. Premium pay for employees who work a holiday will not "set off" against overtime pay for hours worked in excess of forty (40) hours for the week (Sunday-Saturday) in which the holiday occurs. Set-off means credited against liability; e.g., if an employee actually works forty-two (42) hours in a week in which he/she worked a Holiday, the employee will be paid time and one-half (1 ½) for

the two (2) hours actually worked over forty (40) hours for the week in addition to the premium pay for the holiday. Employees who are scheduled to work on the Holiday will receive time and one-half. To be eligible to receive holiday pay an employee must have worked the last scheduled day before the Holiday and the first scheduled day after the Holiday or at least four (4) hours of the Holiday (if he/she is scheduled to work and has not been excused) in order to qualify for the Holiday premium. Exceptions for bereavement leave, military leave, and union business, and for those who have vacation weeks, only with supporting documentation from their doctor, or the physician's assistance, or nurse practitioner certificate of treatment in his/her office or medical facility from when the employee was ill. All other absences must be an excused absence and supported by a doctor's or physician's assistant or nurse practitioner's certificate of treatment in his/her office or medical facility on the day before, after, or during the Holiday. Employees who are out of work due to short-term or long-term medical reasons, including workers' compensation, shall not be entitled to holiday pay.

43. SICK LEAVE

43.1 Upon return to work from unapproved PTO absence due to illness, each employee shall, when requested by the District, present a bona fide statement signed by a licensed physician indicating that the employee's sickness has warranted absence from work.

43.2 Should the claim for denial of PTO pay cause a dispute between the District and the Union, this issue is made specifically subject to the grievance and arbitration procedures set out in ARTICLE 3.

44. BEREAVEMENT LEAVE

44.1 Employees will be paid Five (5) days, pay to make arrangements and attend funeral services due to the death of the employee's spouse, domestic partner, child, or parent.

Employees are allowed three (3) paid days because of the death of a father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, stepchildren, grandparent, grandchildren, or other relative living in the household of the employee.

Employees are allowed one (1) paid day because of the death of an aunt, uncle, nephew, or niece.

One additional day will be granted, when requested, to attend funeral service more than 100 miles from the employee's home. PTO time may be used for this additional day at the employee's option.

44.2 Each employee shall notify the employer as soon as is feasible of his/her intention to be absent due to sickness or bereavement.

45. RETURN TO WORK PROGRAM

45.1 The District reserves the right to implement and make available a Return to Work Program for those ill or injured employees whose condition substantially limits their

capacity to perform the essential functions of their job, and to educate employees about the purpose of this program.

45.2 An ill or injured employee may return to work or enter the Return to Work Program only after the District's physician has determined that the employee is able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the District would result. The employee shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. The District will pay for the cost of its physician; the Union will bear the cost of the employee's physician; and the cost of the impartial physician shall be borne equally by the parties.

45.3 During an employee's participation in the Return to Work Program, the employee shall be compensated at the rate at which the employee was paid immediately prior to the injury, for all hours actually worked in the Program. Injured employees doing part-time work shall not be entitled to a minimum guarantee of hours. The District shall attempt to schedule the employee's return-to-work hours during the employee's normal work hour schedule, but it is understood that the same work hours cannot be guaranteed.

45.4 After a period of twelve (12) months of absence from his/her regular employment position (including any time in which the employee has participated in the Return to Work Program) and within an 18-month period, an employee shall not earn holidays, vacation days, PTO days, or be entitled to Insurance benefits.

- (a) Employees returning to work under 45.4 shall have PTO time prorated and all other benefits reinstated on the 1st day of the month following their return to work.

45.5 The District may terminate any ill or injured employee's benefits (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to his/her regular work position, modified, or otherwise, for a period of at least twelve (12) months from the date of injury or illness (including participation in the Return to Work Program); or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. The District reserves the right in any such instance to require the employee to be examined by the District's physician. Any disagreement between the physicians as to the employee's work capacity shall be resolved pursuant to procedures contained in Section 43.5.2. However, if the employee is medically cleared to return to work after the twelve (12) months has expired, but before eighteen (18) months, the employee will be allowed to return to work at full seniority as stated below. The employee will receive at least a ninety (90) calendar day notice of the District's intention to terminate benefits and then terminate employment, except in any instance in which an employee refuses, despite medical clearance, to participate in the Return to Work Program.

(a) The employee shall be entitled, upon request, to reinstatement to the employee's former position if the position is available and suitable to the employee's physical condition. If the employee's former position is not available or suitable, the employee shall be entitled, upon request, to reinstatement to any other available position suitable to the employee's physical condition.

(b) The employee shall be entitled to reinstatement of seniority within his or her classification, and to the other benefits and terms of employment provided for in this Agreement. No benefits or seniority shall, however, accrue during any period between the date of discharge and the date of the employee's reinstatement.

46. TOOL ALLOWANCE

46.1 The District shall pay an annual tool/work boot allowance of up to \$600.00 to employees in the Maintenance Department according to the following job classifications and upon the proof of purchase of tools and/or work boots. All employees receiving this allowance, will possess a basic set of metric tools, and keep same on District property.:

46.1.1 Technicians, Mechanics, Storekeeper and Building Maintenance Person

46.1.2 Mechanic II

46.1.3 The District shall make available an annual tool/work boot allowance of up to \$300.00 to employees in the "Utility Person" and "Fleet Care Worker" classifications for reimbursement for approved tools and/or steel toed shoes.

46.2 Maintenance employees including new employees will provide their own tools except that the District will provide hand wrenches in excess of 1 and 1/4 inches. If an employee is missing a tool required by the District, he/she shall be given seven (7) days to purchase said tool. No reimbursement for tools other than those on the required list, which is appended to the Agreement, will be authorized unless the required tool list is fulfilled. SEE ATTACHED LIST OF TOOLS.

47. REOPENING OF AGREEMENT

47.1 During the term of this AGREEMENT, should legislation of any kind be enacted subjecting this District to restriction in the hours of employment with punitive overtime pay, or to a minimum wage which would affect the wage scale provided in this AGREEMENT, legislation upon neither of which existed when this AGREEMENT was executed, the District may reopen this AGREEMENT for the negotiations of such change or changes required to adjust the wage scale or the working conditions, or both, to avoid imposition upon the District of financial burdens not contemplated at the time this AGREEMENT was executed.

47.2 During the term of this AGREEMENT, should adjustments of schedules to secure necessary efficiency under conditions as they shall exist make it impossible to provide for every full-time employee a full five (5) days of work in a week(s) without a holiday, the District may

reopen this AGREEMENT of the negotiation of such change or changes required to provide for the equitable division of the work available and the pay therefore.

47.3 The District and the Union agree to abide by all applicable State and/or Federal Laws and Regulations. Nothing in this agreement is intended to violate any State or Federal law regulation. If a provision of this agreement becomes a violation of State or Federal Statutes, the agreement will be reopened to renegotiate the specific provision that violates the statute only. No other provision will be effected. The District agrees to provide the employees with all policies required by State and Federal Law such as Family Medical Leave Act (FMLA), Harassment Policies, and Discrimination Policies, including instructions on reporting processes.

48. SUBCONTRACTING

48.1 The District shall not subcontract bargaining unit work except as established by past practice and arbitration awards, or otherwise by AGREEMENT of the District and Union, or by this AGREEMENT.

48.2 As a precondition to any subcontracting by the District of bargaining unit work, the District shall:

48.2.1 Give the Union reasonable advance notice, in writing when possible or reduce the same to writing at the time of notice, of:

48.2.1.1 Work to be subcontracted; and

48.2.1.2 Name of subcontractor; and

48.2.1.3 Reason for selection of such subcontractor; and

48.2.1.4 Estimated subcontract price including any warranty; and

48.2.1.5 Basis for the District's claim to exemption for subcontracting, including reason for non-use of unit employees if any.

48.3 To interpret and/or enforce, the District and Union shall:

46.3.1 Utilize grievance and arbitration provisions of the current AGREEMENT between the parties, or

46.3.2 Such other dispute resolution procedures as may be agreed upon.

48.4 Any award rendered shall be final and binding upon the parties. If the District is found to have violated ARTICLE 48.2, the Union's remedy shall be payment of an amount equal to the labor portion of the subcontracted work, except for any subcontracted work as contained in ARTICLE 48.7, in addition to such other non-monetary relief to which the Union may be entitled.

48.5 This AGREEMENT shall not modify, alter or define subcontracting prohibitions or exceptions established by past practice and arbitration awards.

48.6 Notwithstanding any other provisions of this AGREEMENT, the District may subcontract all janitorial services. In the event of a layoff in the Maintenance Department, the Union may reopen negotiations in this ARTICLE.

48.7 Provided that the ten maintenance positions, excluding the utility position, are maintained during the term of this Agreement, except as a result of a reduction of service level or funding, the District may additionally subcontract the following:

48.7.1 Construction, repairing, cleaning and snow clearing of bus shelters and bus stops, excluding snow clearing and other landscaping at the District's headquarters;

48.7.2 Whenever the District deems necessary, the rebuilding and/or exchanging diesel cylinder heads;

48.7.3 Whenever the District is unable to supply a major unit or units in a vehicle that have failed, although such unit or units are in the active rebuild stage, the District may purchase a rebuilt exchange unit. In anticipation of such an instance, the parties agree that the District may elect to purchase a pre-assembled engine "long block" assembly to be completed and installed by bargaining unit members, and the engine may be used in the event that a second bus needs a replacement engine:

48.7.4 Facilities maintenance functions of:

48.7.4.1 Preventive maintenance for overhead doors except for routine maintenance

48.7.4.2 Building's gas heaters

48.7.4.3 Fire safety equipment

48.7.4.4 All complex electrical work including parts cleaner except for routine replacement

48.7.4.5 Shop air compressor motors, to be installed in house

48.7.4.6 Alignment and body work for gas vehicles.

48.7.4.7 Towing of vehicles on an individual basis.

48.7.4.8 Emission testing of service vehicles provided the cost of the emission testing equipment is greater than \$350.

48.7.4.9 Purchase of rebuilt starters, alternators, and water pumps.

48.7.4.10 Maintenance of fueling equipment including pumps, compressors, and fuel monitoring equipment.

49. EDUCATION

49.1 The District will reimburse employees for the tuition cost of District job related educational courses provided that the course is approved in advance by the General Manager and provided that the employee receives a passing grade in the course. Benefits under this ARTICLE shall not exceed \$1500 for any employee within a twelve (12) month period and, further, the total cost to the District under this ARTICLE shall not exceed \$6000 in any District fiscal year. The costs for ASE courses and testing will be eligible for reimbursement under this Article. To receive the reimbursement for the costs of tuition or ASE courses and testing, the employee must provide documentation of a grade of an 80 or better, or a pass in a pass/fail course.

50. TERM

50.1 This AGREEMENT shall be binding upon both parties hereto as of January 1, 2018 and remain in full force and effect until midnight December 31, 2019. Not over one hundred and twenty days (120) days prior to the expiration of this AGREEMENT, the District will meet with the Union to discuss changes, if any, in the wage and working condition AGREEMENT to govern the relations between parties hereto on or after December 31, 2019.

GENERAL PROVISIONS

51.1 The references to employees in this AGREEMENT designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

51.2 The employee shall receive a copy of all documents entered into his/her personnel or accident file(s).

51.3 Should any part hereof or any provisions herein contained be declared illegal by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions. The remaining parts or provisions shall remain in full force and effect.

51.4 In the event the Company sells, leases, or transfers its business, the person to whom the business has been sold will become the Successor Employer. The Successor Employer will be bound by the terms of this Collective Agreement.

Further, the employees of the transit services shall continue to enjoy their full

seniority in this new arrangement. The Company agrees to give the union notice in writing thirty (30) days prior to the sale of the business.

51.5 Any past practice which is at present in effect shall continue in effect unless it is changed during the term Agreement by the mutual consent of the parties hereto. Should any dispute arise as to its existence, it shall be decided under the grievance procedure as set herein.

51.6 A final responsibility for the safety of the passengers and/or the vehicle rests with the operator of the vehicle. Operators will not endanger the safety of the passengers or the vehicle by following orders or instruction in violation of the law or that could jeopardize the safety of either.

51.6.1 All employees will keep the District informed with a current telephone number and current address at all times.

52. INCENTIVES

52.1 Employees that work every one of their scheduled workdays during a calendar quarter, shall receive two (2) hours of pay at the employee's regular rate or at the employee's option two (2) hours PTO time each quarter in which the goal is met. For the purposes of this program, jury duty, union business, military leave, paid bereavement leave, approved/scheduled paid time off and holidays in which an employee is scheduled off, shall count as credits towards the workday requirement. Employees will be paid no later than the second payroll period following the quarter. Employees with perfect attendance for the full calendar year shall receive an additional eight (8) hours of PTO time to either be banked or paid out.

Employees who have any misses, or sick absences will not be eligible. All leave must also be preapproved or preselected to be eligible.

52.2 If an employee refers an applicant for employment with the District and the applicant is hired and successfully completes the probation period, the referring employee shall receive one (1) PTO day. If more than one employee refers a successful applicant, then the eight (8) hours of PTO shall be divided among the referring employees as equally as possible.

53. POLICY GOVERNING PURPOSE AND USE OF VISUAL AND AUDIO ON BOARD SURVEILLANCE CAMERS

Purpose:

The purpose of the use of surveillance cameras is to promote more efficient, safe, convenient, economical and friendly public transportation for the District and its passengers.

Disclosure:

Notices of audio and visual surveillance shall be posted both inside and outside District busses. Notices shall be posted in a conspicuous area for all METRO employees and on METRO website.

Use of audio and visual records:

Historical records of visual and audio surveillance shall be maintained and kept in a secure area. Historical data shall be maintained for a period of time determined by management and shall be properly labeled to insure the integrity of such records. Such records shall be kept confidential.

Viewing of surveillance data:

Management may review surveillance data for the following reasons:

- a) Investigation of non-anonymous complaints, incidents or accidents. The District shall review up to two hours before or after a specific time given in the complaint. When there is unreported vehicle damage, the District reserves the right to view sufficient surveillance data to identify (or rule out) the incident or complaint.
- b) As part of quality assurance checks following a valid non-anonymous complaint or confirmed incident or accident the District may review video up to four times covering the following three-month time frame. The District will notify the Union of the date and time that they will be reviewing the video and invite the Union to view the surveillance data with the Manager.
- c) Criminal Investigations or when an external authority compels the district to review and/or turn over surveillance data.

Management will not target individual employees without just cause.

The viewing of data shall take place in a private setting and shall only viewed by appropriate management staff.

If a viewing leads to disciplinary action against an employee, a Union Official and affected employee shall be allowed to view the data with management present and consistent with above restrictions. A log book shall be maintained for all viewing of data and shall be monitored and kept in a secure place by a member of Management appointed by the General Manager.

Should the Union submit a disciplinary action to Arbitration, the District shall provide a copy of the audio and video to the Union at their request.

54. DISPATCHER IN TRAINING PROGRAM

Selection

- The available position shall be posted for a minimum of one week.
- Employees interested shall be asked to submit a cover letter explaining their qualifications.
- Based on qualifications operators will be selected for interviews. A union officer shall be given the opportunity to sit in on interviews but shall not be involved in the final decision on who is offered the position.
- Following the interviews should all things be considered equal, by management, and two or more candidates are interested in the position the most senior operator shall be offered the position.

- Up to two operators may work in the Dispatcher in Training Program at any given time. When two people are fully trained in the program, dispatch assignments will rotate between the two.

Training/Responsibilities

- The selected candidate shall be provided with a minimum of three weeks on the job training.
- After training these positions shall not work over 30 hours per week combined, with the exception of covering for dispatchers' vacations and/or temporary vacancies.
- When acting as a dispatcher this person shall have all of the responsibilities of a regular dispatch with the exception of the ability to meter discipline.
- Should the dispatcher in training not meet the performance expected of Metro's dispatchers. Management shall reserve the right to return the person to driving with no negative notes added to the person's file.
- Should the employee selected to dispatch decide to return to the driver ranks he/she shall be allowed to do so with two weeks' notice.
- The schedule for the dispatcher in training will vary based on the needs of the Agency. As a general rule the schedule shall be provided on a weekly basis with at least 5 days' notice.
- Refresher training will be offered should the dispatcher in training not be used for more than 30 days.

Compensation/Term

- Employees selected for the position of dispatcher in training shall be allowed to hold the position for a period of one year. At the end of the year the position(s) will be opened for any interested employee to apply. Employees that have finished the program may reapply if they wish to return to the program.
- Employees holding this position shall continue to have union dues deducted from their pay and shall not lose seniority by taking this assignment.
- Pay and hours for this position shall be the same as non-union dispatchers.
- During the training period employees shall be paid their regular rate. When they begin dispatching alone they shall receive the promoted rate.
- Operators holding this position shall be paid a minimum of 8 hours per day. All other negotiated benefits remain the same.

IN WITNESS WHEREOF, the said GREATER PORTLAND TRANSIT DISTRICT has caused these present to be signed in its behalf by its President, thereunto duly authorized, and the UNION has caused these present to be signed in its behalf by its President, thereunto duly authorized.

GREATER PORTLAND TRANSIT DISTRICT

By: _____
Belinda Ray, President

Date

LOCAL 714 of the AMALGAMATED TRANSIT UNION

By: _____
Edward Knutson, President

Date

Appendix

MEMORANDUM OF UNDERSTANDING - PROGRAM PERTAINING TO WORK HOURS OF THE MAINTENANCE DEPARTMENT

In an attempt to meet the vehicle maintenance needs of the District and in an attempt not to disrupt the current day shift of the Maintenance Department, the Greater Portland Transit District (District) and Local 714 of the Amalgamated Transit Union (Union) have agreed to participate in good faith in the following program:

1. The program is intended to develop a service program for the vehicles in such a manner as to meet the service needs of the District to the public and to complete the service requirements in such a manner as to maintain the current day shift for the current maintenance employees.
2. For the purpose of this program, the Union agrees to select a qualified employee from the Maintenance Department's day shift to serve as team leader. The bargaining unit member selected shall be responsible for the work area implementation of the program including but not limited to the scheduling of the maintenance work and the first line direction of the work force (See Supplemental List) subject to the approval of the Maintenance Manager. Nothing in this memorandum is intended to reduce or affect in any way the supervisory authority of the Maintenance Manager.
3. The selected employee (Team Leader) shall receive his/her classification salary and an additional eighty (\$.80) cents per hour. Whenever the team leader is absent more than one (1) week and upon the request of the District, the Union shall choose a replacement team leader.
4. The District and the Union will make a good faith effort to cooperate with each other to complete all necessary maintenance so that the District may continue to meet the service needs of the District.
5. At any time, either party may send a written notice to the other indicating the program is not functioning successfully and request a meeting to resolve the problem(s). The Parties shall make a good faith effort including the use of a mediator to negotiate a resolution of any conflicts related to this program. The parties shall immediately attempt to mutually select a mediator. If agreement upon a mediator is not reached within ten (10) days, the parties shall request the Federal Mediation and Conciliation service and/or the Maine Labor Relations Board to appoint the mediator. Absent a joint resolution within thirty (30) days of the request to meet, the parties agree to submit any unresolved issues to the mediator for resolution. The mediator shall within thirty (30) days conduct a hearing for the purpose of obtaining the parties' position and evidence on the unresolved issues and shall issue a written decision within thirty (30) days of the hearing. The mediator shall have the authority to rule on the unresolved issues

of the program including deciding whether the current hours of work schedule meet the stated intent of this program, needs to be modified, or needs to be terminated. The mediator shall have the authority to (1) establish alternative work schedules to meet the maintenance service needs of the District and (2) to implement work schedules to meet those needs, notwithstanding the provisions of Section 34 - Maintenance Department. The decision of the mediator shall be final and binding. The parties shall equally share the cost and expense of the mediator.

- 6. This memorandum of understanding shall become effective upon its written execution below:

FOR THE DISTRICT: _____

DATED: _____

FOR THE UNION: _____

DATED: _____

SUPPLEMENTAL LIST OF TEAM LEADER RESPONSIBILITIES

1. The Team Leader will be answerable to the Maintenance Manager in regard to all functions and operations relative to the mechanical condition and cleanliness of the equipment and facility.
2. The Team Leader will meet daily with the Maintenance Manager or his/her designee to review the daily workload.
3. The Team Leader will have the authority to schedule and assign work to both day and night crews.
4. The Team Leader will have authority to schedule vehicles "out of service" consistent with the needs of the Operations Department for maintenance requirements.
5. The Team Leader will have authority to review maintenance records for the purpose of preventive maintenance.
6. The Team Leader and the Maintenance Manager shall make periodic reviews of work to be scheduled, and the Team Leader will be kept apprised of any and all upcoming workload changes.
7. The Team Leader will be responsible to make recommendations in writing to the Maintenance Manager relative to stockroom supplies, tools, and other similar items for review and written response.
8. Discipline shall be administered solely by Management, however, the Team Leader shall have the responsibility to submit activity or incident reports to management that may or may not result in disciplinary action. Management has the sole authority to take disciplinary action in accordance with the collective bargaining agreement.

REQUIRED TOOLS FOR MECHANICS, TECHNICIANS AND BUILDING MAINTENANCE PERSON

- 1 Ball Peen Hammer 2 lbs
- 1 Ball Peen Hammer 1 lb
- 1 Set Chisels
- 1 Set Punches
- 1 Set Easy outs
- 1 Lady Foot and Line Up Bar 24"
- 1 Standard Set Screw Drivers Slot Head
- 1 Standard Set Screw Drivers Phillips
- 1 Magnetic Pick Up Tool
- 1 Off-set Screw Driver
- 1 Set Allen Wrenches
- 1 Pipe Wrench 6"
- 1 Pipe Wrench 14"
- 1 Set Box End Combination Wrenches 3/8"- 1 1/4"
- 1 1/2" Drive Universal
- 1 3/8" Drive Universal
- 1 Complete Set 1/2" Drive Extensions
- 1 Complete Set 3/8" Drive Extensions
- 1 1/2" Drive Flex Handle
- 1 3/8" Drive Flex Handle
- 1 10" Crescent Wrench
- 1 12" Crescent Wrench
- 1 Hack Saw
- 1 Vice Grip Pliers
- 1 Side Cutter Pliers
- 1 Needle Nose Pliers
- 1 Regular Pliers
- 1 Pair Channel Lock 10"
- 1 Set Standard Feeler Gauges
- 1 Steel Tape 8'
- 1 Complete Set 1/2" Drive Sockets
- 1 Complete Set 3/8" Drive Sockets
- 1 Complete Set 1/2" Drive Hex Sockets
- 1 Complete Set 3/8" Drive Hex Sockets
- 1 Complete Set 1/2" Drive Deep Sockets
- 1 Complete Set 3/8" Drive Deep Sockets
- 1 Test Light(s) (12V and 24V)

REQUIRED TOOLS MECHANIC II

- 1 ½" Drive Deep Socket Set
- 1 ½" Drive Hex Socket Set
- 1 3/8" Drive Deep Socket Set
- 1 3/8" Drive Hex Socket Set
- 1 ½" Drive Ratchet
- 1 3/8" Drive Ratchet
- 1 ½" Extension 3"
- 1 ½" Extension 6"
- 1 ½" Extension 12"
- 1 ½" Breaker Bar 15" or 18"
- 1 1 lb Ball Peen Hammer
- 1 2 lb Ball Peen Hammer
- 1 Vise Grip Pliers
- 1 Pry Bar 20" Long
- 1 Punch and Chisel Set
- 1 Test Light(s) (12V and 24V)
- 1 Set Box End Combination Wrenches 1/4"-1 1/4"
- 1 12" Crescent Wrench
- 1 Set Allen Wrenches
- 1 Standard Diagonal Cutters
- 1 Set Channel Locks 10"
- 1 Standard Set Screwdrivers Slot Head
- 1 Standard Set Screwdrivers Phillips
- 1 Hack Saw
- 1 Needle Nose Pliers
- 1 Pipe Wrench 12"
- 1 Open End Wrench Set 1/4" - 1 1/4"
- 1 Set Screw Extractors
- 1 Lady Foot and Line Up Bar 24" Long

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BOARD OF DIRECTORS

AGENDA ITEM 4

DATE

January 8, 2020

SUBJECT

Non-Union Wage Increase

PURPOSE

To execute on a cost of living wage increase for non-union personnel in conjunction with the negotiated cost of living increase for staff governed by the collective bargaining agreement.

BACKGROUND/ANALYSIS

The proposed Collective Bargaining Agreement (CBA) with ATU Local 714 includes a 2% cost of living wage increase for the 2020 fiscal year. Historically, Metro has extended the same wage increase received by union staff to non-union staff. If approved, this wage increase will be effective on January 1, 2020.

FISCAL IMPACT

The amount originally budgeted for this increase was 2.75%. Carrying this increase out at 2% will yield a net savings of \$10,274 for the 2020 fiscal year. This cost savings will aid in the agency's effort to address a revenue funding gap for 2020.

RECOMMENDATION

Approve a 2% wage increase for non-union staff for Metro 2020 fiscal year to be effective on January 1, 2020.

CONTACT

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ATTACHMENTS

None