

# Board of Directors

June 27, 2024 | 4:00 p.m. – 5:00 p.m.



## Onsite:

Greater Portland Transit District  
114 Valley Street, Conference Room A | Portland, ME 04102

## Remote:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81569993494?pwd=MUQ2SzV3UzBuSkFFSmdsN1k3aVFhUT09>

Passcode: 131272 | Webinar ID: 815 6999 3494

Phone: (646) 558-8656 | Telephone participants: \*9 to raise hand, \*6 to unmute

## MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
<b>1. Call Meeting to Order (4:00)</b>	Ed Suslovic, Board President	N/A
<b>2. Public Comment (4:00-4:05)</b> The Board of Directors welcomes public comments at this time for items <u>not listed</u> on this agenda at this time. For items listed on the agenda, the chair will allow members of the public to comment following the staff presentation. There is a <i>three-minute time limit</i> per speaker. (Comments will be paraphrased in meeting minutes)	Ed Suslovic, Board President	Information
<b>3. Meeting Minutes (4:00-4:05)</b> Review and approve meetings minutes from the May 23, 2024 meeting.	Ed Suslovic, Board President	<b>ACTION</b>
<b>4. Executive Director's Report (4:05-4:20)</b> The Interim Executive Director will provide a brief report on current topics.	Glenn Fenton, Interim Executive Director	Information
<b>5. Executive Director Search Update (4:20-4:25)</b> Update on the process of identifying and hiring Metro's next Executive Director.	Ed Suslovic, Board President	Information
<b>6. Collective Bargaining Agreement (4:25-4:40)</b> Review of tentative agreements with ATU Local 714 and updated collective bargaining agreement.	Glenn Fenton, Interim Executive Director	<b>ACTION</b>
<b>7. Potential South Portland Merger (4:40-4:50)</b> Staff will provide an update on the outcome of Metro's presentation to the South Portland City Council on June 25, 2024 regarding efforts to merge South Portland with Metro's operation.	Glenn Fenton, Interim Executive Director	Information

<p><b>8. Future Agenda Items (4:55-5:00)</b></p> <ul style="list-style-type: none"> <li>• Agency Strategic Planning (Ongoing)</li> <li>• PACTS Initiatives and Reforms (Ongoing)</li> <li>• Employee Policy Manual Update</li> <li>• Executive Director Selection</li> </ul>	Ed Suslovic, Board President	Information
<p><b>9. Upcoming Meetings (4:55-5:00)</b></p> <ul style="list-style-type: none"> <li>• Finance Committee – August 7, 2024 at 4:00 pm</li> <li>• Executive Committee – August 14, 2024 at 3:30 pm</li> <li>• Ridership Committee – August 21, 2024 at 3:30 pm</li> <li>• Board of Directors – August 22, 2024 at 4:00 p.m.</li> </ul>	Ed Suslovic, Board President	Information
<p><b>10. Adjournment (5:00)</b></p>	Ed Suslovic, Board President	<b>ACTION</b>

*As of November 9, 2022 Greater Portland METRO is holding meetings of the Board of Directors (and its committees) in hybrid format, both in person at METRO’s offices and via webinar. The remote portions of all meetings are conducted in accordance with the requirements of [METRO’s Remote Participation Policy](#) (adopted August 25, 2022) as well as LD 1772, PL 2022 Ch. 666, and 1 MRSA Chapter 13, Subchapter 1.*



**Greater Portland Board of Directors**

**Thursday: May 23, 2024:**

**Meeting Minutes:**

<b>Member:</b>	<b>Municipality:</b>	<b>Role:</b>	<b>Status:</b>
Ed Suslovic	Portland	President	Present
Hope Cahan	Falmouth	Vice President	Present
Paul Bradbury	Portland	Treasurer	Present
John Thompson	Westbrook	Secretary	Present
Merrill Barter	Falmouth	Member	Absent
Ryan Leighton	Brunswick	Member	Present
Jeff Levine	Portland	Member	Present
Michael Shaughnessy	Westbrook	Member	Absent
Pious Ali	Portland	Member	Absent
Julie Dubovsky	Yarmouth	Member	Present
Prosper Lohomboli	Westbrook	Member	Absent
Bill Rixon	Freeport	Member	Absent
Roberto Rodriguez	Portland	Member	Present
Ephrem Paraschak	Gorham	Member	Absent
Tom Poirier	Gorham	Member	Absent

<b>Staff Present:</b>	<b>Identified Members of the Public:</b>
Glenn Fenton – Chief Transportation Officer, Interim Executive Director Debbie Fitzpatrick – Accounting Manager	Mariann Killian – Portland Resident Charessa Kantara – Portland Resident Lisa Mauderella – Portland Resident Eamonn Dundon – Portland Chamber of Commerce

**I. With a Quorum in Place, the Meeting was Called to Order by: Ed Suslovic at: 4:25 pm**

**II. Public Forum:**

Mariann Killian, Portland Resident, few remarks, four bus stops at eastern promenade service were removed last year. August 2023 the ridership committee and the board of directors, determined that the stops will affect the speed, traffic, etc. of the area. From Congress St to Munjoy Hill, all the way down Eastern Prom, she’s asking to have the board follow through with this commitment to evaluate the change of the four stops removed and see whether the ridership has suffered, none of this has happened. This has made their lives very difficult to get around, as Regional Transportation Program is difficult to schedule and less reliable. Those who live in this East End community need the right to transportation as does everyone else in

Portland. Visitors and people who work at the building need this transportation all the way up to Congress St to get a bus, and all the way back again.

Charessa Kantara, Portland Resident, there are plenty of other streets that we could use other than Atlantic, including the fact there's no parking on one side of the street at certain hours and seasons. From Portland house to where the four stops are, they're far more than a quarter mile, and very hard to navigate to a safe stop, especially for the senior community. They say Ridership segment is lowest in that part of the route when the elderly population in the area need to be able to use the bus.

Lisa Mauderella, Portland Resident, when the survey was taken, it was said that not many people were taking the bus. She questions when the survey was taken, because a lot of students take the bus and it was late summer when there are less students to have correct information. The survey needs to be taken more often, there are a lot of people in that area and they need to be able to get around, especially with parking. The complaint that Charessa had about the driver's not wanting to go down the street, she understands that, she can walk home, but we can't cancel the whole route for a few bad snow days.

Ed requests for this to be brought up on the Ridership Committee in tentatively June or July. We will contact the public speakers so they can speak at the Committee meeting to be able to revisit this.

### **III. Approval of April 25, 2024 Meeting Minutes:**

John Thompson made a motion to approve, Jeff Levine seconded. After a roll call of the members present, the minutes were unanimously approved.

### **IV. Executive Director's Report**

Glenn Fenton leads item 4, Executive Director's Report.

### **V. Executive Director Search Update:**

Ed Suslovic leads item 5 Executive Director Search Update.

### **VI. Potential South Portland Merger:**

Ed Suslovic leads Item 6 Potential South Portland Merger. The board asks for all the slides for the South Portland presentation, it is agreed upon. Eamonn Dundon, Portland Chamber of Commerce, was present during the presentation and thought that it was a great presentation. He is in support of the merger.

### **VII. Future Agenda Items:**

- Agency Strategic Planning
- Collective Bargaining Agreement Renewal
- PACTS Initiatives and Reforms (Ongoing) – Board requests for update next meeting
- Employee Policy Manual Update
- Executive Director Search Process

### **VIII. Upcoming Meetings:**

- Finance Committee – June 5, 2024 at 4:00 pm
- Executive Committee – June 12, 2024 at 3:30 pm
- Ridership Committee – June 19, 2023 at 3:30 pm
- Board of Directors – June 27, 2024 at 4:00 pm

**IX. Adjournment: Hope Cahan moves, Ryan Leighton seconds, Ed Suslovic adjourns meeting at: 5:08 pm.**

**DATE**

June 27, 2024

**SUBJECT**

Collective Bargaining Agreement

**PURPOSE**

Review Tentative Agreement and terms of new Collective Bargaining Agreement (CBA) with Amalgamated Transit Union Local 714.

**BACKGROUND/ANALYSIS**

In October 2023, staff entered into contract negotiations with Amalgamated Transit Union (ATU) Local 714 for a new contract covering all union positions. Both sides exchanged lengthy proposals which were slowly pared down over the several meetings. The timeline for negotiations was significantly slower than in previous years in part due to difficulty scheduling bargaining sessions and to the distance between the two parties on compensation proposals. Additionally, in April of 2024 Metro changed lead negotiators from the Chief Transportation Officer to an attorney from Metro's legal counsel Drummond Woodsum, as a result of the departure of Metro's former executive director and the need for the CTO to assume the interim executive director role.

Staff believe that the agreements reached matches with Metro's goal retaining and attracting high caliber employees and positioning the organization for long-term sustainability.

The key tentative agreements for the agency are:

**Term** – Staff were successful in securing a three year (prospective) term for this agreement. Metro's new CBA will be effective from July 1, 2024 thru June 30, 2027. This is the maximum contract term allowed by Maine law. By moving the contract renewal to July, uncertainty around budgeting the first year of the CBA is effectively cut in half. In the past, staff would find themselves estimating a whole years' worth of union wages as most CBA's are approved after Metro's annual budget has already been approved. With a July renewal, staff will only have to estimate 6 months of wages and should be in better position for Metro's regular budget cycle.

**Part Time Bus Operators** – Staff were able to get part-time bus operators permanently added to the CBA. Current part time language in the CBA is very restrictive in how these employees can be used. The new language greatly improves the flexibility with which part-time bus operators can be used, with up to 72 hours of part-time work available per week.

**Paid Family and Medical Leave Taxes** – Maine’s new Paid Family and Medical Leave Program requires that employers pay a 1% payroll tax on wages to the State of Maine to fund the program for paid leave for employees. This tax can be paid entirely by the employer or split with the employee. For organizations that have collective bargaining agreements, in order for employees to pay half the tax, there must be agreement between both parties (Management and Union). Absent this agreement Metro would have been in a difficult negotiating position to try to add this language away from regular contract negotiations. This tax will start being collected in January 2025.

**Restructuring on Mechanic Classifications** – The approved revision to select Maintenance Department classifications makes Metro more competitive in the diesel mechanic market which has been a very difficult position to fill and retain quality employees. Additionally, Metro now has the ability to offer more qualified candidates a higher starting wage which has been a barrier to landing well-qualified mechanics. The new pay structure is simpler to administer than the current pay plan which has several stipends that must be added to regular rates. Lastly, a new classification of "Apprentice Mechanic" has been created which will offer Metro the ability to hire and develop less qualified individuals with strong mechanical aptitudes.

The estimated cost of this restructuring of wages is \$11,843 in the first year.

Mechanic Scale

	0-12 Months	13-24 months	25-36 months	36+ months
Apprentice Mechanic Graduate from an approved trade/vocational school	\$25.48	\$26.32	\$27.16	\$28.00
Mechanic I Meets minimum qualifications of mechanic position (includes state inspection license).	\$31.80	\$32.85	\$33.90	\$34.95
Mechanic II Meets minimum qualifications 5+ yrs diesel mechanic experience+ pass proficiency test	\$34.98	\$36.14	\$37.29	\$38.45
Technician 10+ yrs diesel mechanic experience (at least 4 yrs with Metro) + pass proficiency test, hold HVAC certifications	\$37.00	\$38.22	\$39.44	\$40.66

Delete sections:

5.6.1 ASE, 5.6.2 School Bus Stipend, 5.6.3 State inspection, 5.6.4 HVAC.

For mechanics, retro will be paid as a 3% increase on the 2023 wage rate. The new rates take effect upon execution.

**General Wage Increase** – Staff are satisfied with the general wage increase which is 3% in 2024 (retro-active to January 1, 2024), 2% on Jan 1, 2025, 2% on Jul 1, 2025, 3% on Jan 1, 2026, 2% on Jul 1, 2026 and 2% on Jan 1, 2027. By delaying half of raise until mid-year Metro reduces the expense of the increase in that budget year. This effectively makes the 2024 and 2025 increase equal to a 3% increases each year. However, there is a compounding effect that leads to higher wages long-term meaning that 2026 wages will net to be 10% higher than today’s wages.

The first year cost of the wage increase matches Metro’s budget of 3%. The out years will need to be budgeted to cover the wage growth over time.

Effective Date	Percentage Increase for Operators	Top Operator Hourly Rate
Upon Execution of agreement	3%	\$31.54
Jan 1 2025	2%	\$32.17
July 1 2025	2%	\$32.81
Jan 1 2026	3%	\$33.79
July 1 2026	2%	\$34.47
Jan 1 2027	2%	\$35.16

The following table summarizes each tentative agreement, justification for it, along with its fiscal impact on the 2024 budget.

Tentative Agreement	Description/Justification	2024 Budget Impact	
1	Move language to its own subsection	Move language regarding union business to its own section	n/a
2	Contract language clean-up	Various old language removed, “General Manager” updated to “Executive Director”. These changes are not substantive.	n/a
3	Remove obsolete language	Removes references to prior years.	n/a
4	Remove one-time inflationary payment	Removes old language	n/a
5	Part-time Bus Operators	Restrictions on use of part-time bus operators is greatly reduced.	Cost savings anticipated through reduction of overtime



6	Increase in Training Rate	Increases hourly stipend for employees conducting training from \$1.00/hr to \$2.00/hr.	\$1,000
7	Paid Family and Medical Leave Taxation	Union agrees to split the taxation with Metro when the tax becomes effective in 2025.	50% reduction in future tax expense.
8	Reduces the number of days notice management must provide the union of a schedule change.	Makes schedule changes easier for staff.	n/a
9	Change in how temporary bids are held	Makes temporary bids for bus operators simpler and faster.	n/a
10	Note that late reports are posted to the bottom of the spareboard	Codifies an existing practice	n/a
11	Change "Department Head" to "Dispatcher"	Updating contract language to reflect practice.	n/a
12	Revise to allow PTO to be taken in quarter hour increments	Provides more flexibility to employees in the way that they use their paid time off.	n/a
13	Delete old language	Language clean-up	n/a
14	Increase portion of uniform allowance that can be used for shoes.	Increases portion of uniform allowance that can be used for shoes/boots from \$50 to \$100. Total uniform allowance is not increased.	No impact
15	Payout of Sundry stipend	Sundry payment to be made to all employees in the same week in which uniform taxation is applied.	\$2,500
16	Delete old language	Language clean-up	n/a
17	Allow employees to convert 2 weeks of vacation to PTO time	Provides more flexibility in how employees can use their time off without adding additional paid time.	No impact

18	Change "General Manager" to "Executive Director"	Language clean-up	n/a
19	Add "Medical Professional Remote"	Allow remote doctor's visits as acceptable means to verify an illness (current CBA requires in office doctor's visit)	n/a
20	Changes to bereavement leave	Increase the bereavement leave from 3 to 5 days for step-family members.	Minimal
21	Increase tool allowance	Increase tool allowance for Mechanic/Technician classifications from \$600 to \$1,000	\$2,800
22	Term	Three years. July 1, 2024 to June 30, 2027	n/a
23	Change payout of perfect attendance bonus to second full week after quarter ends	Clarifies payout date. No change in perfect attendance benefit.	n/a
24	Change pronouns in contract to "employee"	Make contract language gender neutral	n/a
25	Correct the grammatical error	Change to the word "insure" to "ensure"	n/a
26	Add restriction from assigning bus operators to cover dispatch shifts	Protect bus operators from being assigned to work to cover an open shift in a different job classification	n/a
27	Remove reference to "non-union dispatchers"	Correct section to reflect that dispatcher is now a union position	n/a
28	Increase Team Leader pay	Increase Team Leader pay from \$0.80/hr to \$2.00/hr	\$2,496

#### **FISCAL IMPACT**

The 2024 total cost of this agreement is \$202,910

#### **RECOMMENDATION**

Approve the Collective Bargaining Agreement with ATU 714.

**CONTACT**

Glenn Fenton  
Interim Executive Director  
(207) 517-0329  
gfenton@gpmetro.org

**ATTACHMENTS**

Attachment A – June 7, 2024 Tentative Agreement with ATU 714  
Attachment B – Track changes version of Collective Bargaining Agreement

**Greater Portland Transit District and Local Union #714 of the Amalgamated Transit Union  
Negotiations**

**Tentative Agreement – June 7, 2024**

**A. Wages – Article 5.3**

<b>Effective Date</b>	<b>Percentage Increase for Operators</b>	<b>Top Operator Hourly Rate</b>
Upon Execution of agreement	3%	\$31.54
Jan 1 2025	2%	\$32.17
July 1 2025	2%	\$32.81
Jan 1 2026	3%	\$33.79
July 1 2026	2%	\$34.47
Jan 1 2027	2%	\$35.16

Employees shall be paid retroactive wages at the rate established upon ratification for hours worked dating back to January 1, 2024.

Mechanic Scale

	0-12 Months	13-24 months	25-36 months	36+ months
Apprentice Mechanic Graduate from an approved trade/vocational school	\$25.48	\$26.32	\$27.16	\$28.00
Mechanic I Meets minimum qualifications of mechanic position (includes state inspection license).	\$31.80	\$32.85	\$33.90	\$34.95
Mechanic II Meets minimum qualifications 5+ yrs diesel mechanic experience+ pass proficiency test	\$34.98	\$36.14	\$37.29	\$38.45
Technician 10+ yrs diesel mechanic experience (at least 4 yrs with Metro)+ pass proficiency test, hold HVAC certifications	\$37.00	\$38.22	\$39.44	\$40.66
	91%	94%	97%	

Delete sections:

5.6.1 ASE, 5.6.2 School Bus Stipend, 5.6.3 State inspection, 5.6.4 HVAC.

For mechanics, retro will be paid as a 3% increase on the 2023 wage rate. The new rates take effect upon execution.

GPTD Initials: \_\_\_\_\_

ATU Initials: \_\_\_\_\_

The Union and the District shall agree on the proficiency test to be developed in order to move from Mechanic I to Mechanic II, and from Mechanic II to Technician. If, after six meetings, the parties are unable to agree to a proficiency test, either party may request neutral arbitration on the matter.

*The Parties agree to the following contract language changes:*

1. Article 1.2.3: Final sentence shall be moved to be its own subsection.
2. Article 3.12: Change “General Manager” to “Executive Director”.
3. Article 4.1, 4.2: Remove obsolete language referring to prior years.
4. Article 5.9: Remove section discussing one-time inflation relief payment.
5. Article 5.4.4: Part timers
  - a. District may employ up to 3 part-time operators.
  - b. No more than 2 part-timers working any day (except in cases where working more than 2 part-timers will avoid assignments).
  - c. Each part-timer can work up to three shifts per week.
  - d. Part-timers are scheduled prior to the spareboard going out and are assigned work that is in the most junior position on the spareboard. Part-timers shall be assigned work on a rotating basis.
  - e. Part-timers are not eligible for cover work or same day overtime.
  - f. Retired bus operators that become part-timers will be paid top rate, provided that they have worked for the District for at least 3 years.
  - g. Retired bus operators who apply for part-time positions shall be hired over other applicants.
  - h. Part-time operators that are hired without previously working for the District will be paid the first year bus operator rate. These operators will move through the wage progression provided they work at least 48 days each year.
  - i. Part-time operators shall be paid per

GPTD Initials: \_\_\_\_\_

ATU Initials: \_\_\_\_\_

diem and are not eligible for any contractual premiums or holiday pay.

6. Article 5.5: Increase rate for training new operators/mechanics from \$1.00 to \$2.00.
7. Paid Family and Medical Leave – New Article 5.10  
Either party may reopen the leave provision(s) of this Agreement for the purpose of negotiating issues relating to the implementation of the Maine Paid Family Medical Leave Act (PFMLA). Upon written receipt of a reopener request, the Union and District negotiators shall meet within ten (10) days or at a mutually agreed date to negotiate. The parties agree that the District shall pay half of any payroll tax required pursuant to the PFMLA, and employees shall pay half of any payroll tax required pursuant to the PFMLA. Any agreement reached pursuant to this reopener provision shall be subject to ratification by the District and the Union and shall be attached to this Agreement.
8. Article 12.6: Change 11 to 7 calendar days.
9. Article 13.3.1: Temporary bids for absences expected to last more than thirty days will be conducted concurrently with the general bid.
10. Articles 14.1.2, 14.1.3: Remove these sections replace with “Early reports scheduled before 11 am shall be posted at the top of the spareboard in order by report time. Late reports scheduled 11 am or later shall be posted at the bottom of the spareboard.”
11. Article 15.2: Change “Department Head” to “Dispatcher”.
12. Article 25.4: Revise to allow PTO to be taken in quarter hour increments.
13. Article 26: Strike 26.3.1 from contract.
14. Article 26.3: Operators will receive an annual uniform allowance of \$250.00 which includes \$100.00 towards shoes.
15. Article 26.8: Sundry payment
  - a. \$250 allotment shall remain in place
  - b. Employee shall receive \$100 payout for sundry in the same pay period that uniform taxes are assessed.
  - c. Eliminate the \$100 sundry reimbursement
16. Article 27.1: Remove notes about previous year’s PTO allowances (2020/2021).
17. Article 27.9: Amend to allow bargaining unit members to convert two weeks’ vacation to PTO time, after an employee has been employed by Metro for 5 years.
18. Article 36.7: Change “General Manager” to “Executive Director.”

GPTD Initials: \_\_\_\_\_

ATU Initials: \_\_\_\_\_

19. Article 42.3: Amend to include for medical professional remote or in-person documented visit.
20. Article 44.1: Increase Stepfather, Stepmother, Stepbrother, Stepsister, and Stepchild from 3 days paid bereavement to 5 days.
21. Article 46.1: Increase tool/work boot allowance to \$1,000 for mechanics. Tool/work boot allowance remains current contract for all other employees.
22. Article 50.1: Change dates to July 1, 2024 to June 30, 2027.
23. Article 52.1: Change pay for perfect attendance to “second full payroll week” instead of second. Payout is default.
24. Article 51.1: Remove section; throughout contract, replace all gendered references to employees from masculine to term “employee.”
25. Article 53: Change “insure” to “ensure” in third paragraph.
26. Article 54: Add a bullet point: “Once the 3-week training period has expired, the District shall not utilize an operator acting as a dispatcher, if it would cause another operator to be assigned to work on their day off, unless it is the dispatcher-in-training’s normal day off.”
27. Article 54, third bullet point under “Compensation/Term:” Remove reference to “nonunion” dispatchers.
28. Appendix A(3): Increase Team Leader Stipend from \$0.80 per hour to \$2 per hour.

**[Signatures on following page]**

GPTD Initials: \_\_\_\_\_

ATU Initials: \_\_\_\_\_

The members of the negotiating teams for GPTD and the Local Union #714 of the ATU tentatively agree to the modifications to the existing collective bargaining agreement set forth in this document. These individuals also agree to advocate for the ratification of a successor collective bargaining agreement which consists of the collective bargaining agreement between the parties that expired on December 31, 2023, with the modification provided for herein.

Date of Tentative Agreement: \_\_\_\_\_

**GPTD**

\_\_\_\_\_  
Glenn Fenton  
Interim Executive Director

**ATU**

\_\_\_\_\_  
Joe Thomas  
Business Agent and President

\_\_\_\_\_  
Mike Frager  
Committee Member

\_\_\_\_\_  
Jon Cail  
Committee Member

\_\_\_\_\_  
Bill Jackson  
Committee Member

GPTD Initials: \_\_\_\_\_

ATU Initials: \_\_\_\_\_



ARTICLES OF

AGREEMENT

July 1, 2024 – June 30, 2027~~September 1, 2022 – December 31, 2023~~

Between

GREATER PORTLAND TRANSIT DISTRICT

and

Local Union #714

of the

AMALGAMATED TRANSIT UNION

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| Appendix

Memorandum of Understanding - Work Hours Program

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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~~July, 2024 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~~ ~~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.

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1.2.1 The PR/BA or designee shall be allowed to attend to union business, to attend conventions, conferences and seminars.

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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.

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### 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:

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

- 1<sup>st</sup> Occurrence: Counseling
- 2<sup>nd</sup> Occurrence: Counseling / Written Warning
- 3<sup>rd</sup> Occurrence: Counseling/Written Warning
- 4<sup>th</sup> 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/employee](#) 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/shethey](#) 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/their 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 ~~Executive Director~~ ~~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 un-funded 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 1<sup>st</sup>, 2019, 7.0% effective January 1<sup>st</sup>, 2021 and 7.5% January 1<sup>st</sup>, 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%

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5. **WAGES**

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

	<b>Effective 9/1/2022</b>	<b>Effective 1/1/2023</b>
-	3.00%	3.00%
Master Technician*	\$37.02	\$38.13
Technician*	\$34.43	\$35.46
Mechanic*	\$33.19	\$34.18
Mechanic II*	\$31.17	\$32.10
Parts Clerk*	\$32.72	\$33.71
Fleet Care Worker	\$25.42	\$26.18
Cleaner	\$23.63	\$24.33
Master Bldg Maint*	\$36.42	\$37.51
Building Maint*	\$32.59	\$33.57
Utility	\$24.96	\$25.71

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Maintenance Classifications	Effective 7/1/2024	Effective 1/1/2025	Effective 7/1/2025	Effective 1/1/2026	Effective 7/1/2026	Effective 1/1/2027
	3.0%	2.0%	2.0%	3.0%	2.0%	2.0%
<b>Technician</b>						
End of training to 12 months	\$37.00	\$37.74	\$38.49	\$39.65	\$40.44	\$41.25
13 months to 24 months	\$38.22	\$38.98	\$39.76	\$40.96	\$41.77	\$42.61
25 months to 36 months	\$39.44	\$40.23	\$41.03	\$42.26	\$43.11	\$43.97
After 36 months	\$40.66	\$41.47	\$42.30	\$43.57	\$44.44	\$45.33
<b>Mechanic II</b>						
End of training to 12 months	\$34.99	\$35.69	\$36.40	\$37.49	\$38.24	\$39.00
13 months to 24 months	\$36.14	\$36.87	\$37.60	\$38.73	\$39.50	\$40.29
25 months to 36 months	\$37.30	\$38.04	\$38.80	\$39.96	\$40.76	\$41.57
After 36 months	\$38.45	\$39.22	\$40.00	\$41.20	\$42.02	\$42.86
<b>Mechanic</b>						
End of training to 12 months	\$31.80	\$32.44	\$33.09	\$34.08	\$34.76	\$35.45
13 months to 24 months	\$32.85	\$33.51	\$34.18	\$35.20	\$35.91	\$36.62
25 months to 36 months	\$33.90	\$34.58	\$35.27	\$36.33	\$37.05	\$37.79
After 36 months	\$34.95	\$35.65	\$36.36	\$37.45	\$38.20	\$38.96
<b>Apprentice Mechanic</b>						
End of training to 12 months	\$25.48	\$25.99	\$26.51	\$27.30	\$27.85	\$28.40
13 months to 24 months	\$26.32	\$26.85	\$27.38	\$28.20	\$28.76	\$29.34
25 months to 36 months	\$27.16	\$27.70	\$28.26	\$29.10	\$29.68	\$30.27
After 36 months	\$28.00	\$28.56	\$29.13	\$30.00	\$30.60	\$31.21
<b>Parts Clerk</b>						
End of training to 12 months	\$31.60	\$32.22	\$32.87	\$33.85	\$34.53	\$35.22
13 months to 24 months	\$32.64	\$33.29	\$33.95	\$34.97	\$35.66	\$36.38
25 months to 36 months	\$33.68	\$34.35	\$35.04	\$36.08	\$36.80	\$37.54
After 36 months	\$34.72	\$35.41	\$36.12	\$37.20	\$37.94	\$38.70
<b>Fleet Care Worker</b>						
End of training to 12 months	\$24.54	\$25.03	\$25.53	\$26.30	\$26.83	\$27.36
13 months to 24 months	\$25.35	\$25.86	\$26.38	\$27.17	\$27.71	\$28.27
25 months to 36 months	\$26.16	\$26.68	\$27.22	\$28.03	\$28.60	\$29.17
After 36 months	\$26.97	\$27.51	\$28.06	\$28.90	\$29.48	\$30.07
<b>Cleaner</b>						
End of training to 12 months	\$22.80	\$23.26	\$23.72	\$24.43	\$24.92	\$25.43
13 months to 24 months	\$23.56	\$24.03	\$24.51	\$25.24	\$25.75	\$26.26
25 months to 36 months	\$24.31	\$24.79	\$25.29	\$26.04	\$26.57	\$27.10
After 36 months	\$25.06	\$25.56	\$26.07	\$26.85	\$27.39	\$27.94
<b>Building Maint</b>						
End of training to 12 months	\$31.47	\$32.10	\$32.74	\$33.72	\$34.40	\$35.09
13 months to 24 months	\$32.51	\$33.15	\$33.82	\$34.84	\$35.53	\$36.25
25 months to 36 months	\$33.54	\$34.21	\$34.90	\$35.95	\$36.67	\$37.40
After 36 months	\$34.58	\$35.27	\$35.98	\$37.06	\$37.80	\$38.56
<b>Utility</b>						
End of training to 12 months	\$24.10	\$24.58	\$25.07	\$25.83	\$26.34	\$26.87
13 months to 24 months	\$24.89	\$25.39	\$25.90	\$26.68	\$27.21	\$27.76
25 months to 36 months	\$25.69	\$26.20	\$26.72	\$27.53	\$28.08	\$28.64
After 36 months	\$26.48	\$27.01	\$27.55	\$28.38	\$28.95	\$29.53

For mechanics, retro will be paid as a 3% increase on the 2023 wage rate. The new rates take effect upon execution.

Maintenance Qualifications:

Apprentice Mechanic

Graduate from an approved trade/vocational school.

Mechanic I

Meets minimum qualifications of mechanic position (includes state inspection license).

Mechanic II

Meets minimum qualifications 5+ yrs diesel mechanic experience+ pass proficiency test.

Technician

10+ yrs diesel mechanic experience (at least 4 yrs with Metro)+ pass proficiency test, hold HVAC certifications.

The Union and the District shall agree on the proficiency test to be developed in order to move from Mechanic I to Mechanic II, and from Mechanic II to Technician. If, after six meetings, the parties are unable to agree to a proficiency test, either party may request neutral arbitration on the matter.

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	91%
13 months to 24 months	94%
25 months to 36 months	97%
After 36 months	100%

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

	<b>Effective 9/1/2022</b>	<b>Effective 1/1/2023</b>
	3.00%	3.00%
End of training to 12 months	\$25.27	\$26.02
13 months to 24 months	\$26.75	\$27.56
25 months to 36 months	\$28.24	\$29.09
After 36 months	\$29.73	\$30.62

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	Effective 7/1/2024	Effective 1/1/2025	Effective 7/1/2025	Effective 1/1/2026	Effective 7/1/2026	Effective 1/1/2027
<b>Bus Operator</b>	3.0%	2.0%	2.0%	3.0%	2.0%	2.0%
End of training to 12 months	\$26.80	\$27.34	\$27.89	\$28.73	\$29.30	\$29.89
13 months to 24 months	\$28.39	\$28.96	\$29.54	\$30.43	\$31.04	\$31.66
25 months to 36 months	\$29.96	\$30.56	\$31.17	\$32.11	\$32.75	\$33.41
After 36 months	\$31.54	\$32.17	\$32.81	\$33.79	\$34.47	\$35.16
<b>Non-CDL Driver</b>						
End of training to 12 months	\$21.09	\$21.51	\$21.94	\$22.60	\$23.05	\$23.51
13 months to 24 months	\$21.78	\$22.22	\$22.66	\$23.34	\$23.81	\$24.29
25 months to 36 months	\$22.48	\$22.93	\$23.39	\$24.09	\$24.57	\$25.06
After 36 months	\$23.18	\$23.64	\$24.11	\$24.83	\$25.33	\$25.84
<b>Dispatcher</b>						
End of training to 12 months	\$32.57	\$33.22	\$33.88	\$34.90	\$35.60	\$36.31
13 months to 24 months	\$33.65	\$34.32	\$35.01	\$36.06	\$36.78	\$37.52
25 months to 36 months	\$34.72	\$35.41	\$36.12	\$37.20	\$37.94	\$38.70
After 36 months	\$35.79	\$36.51	\$37.24	\$38.36	\$39.13	\$39.91
<b>Customer Service Representative</b>						
End of training to 12 months	\$22.03	\$22.47	\$22.92	\$23.61	\$24.08	\$24.56
13 months to 24 months	\$22.75	\$23.21	\$23.67	\$24.38	\$24.87	\$25.37
25 months to 36 months	\$23.48	\$23.95	\$24.43	\$25.16	\$25.66	\$26.17
After 36 months	\$24.21	\$24.69	\$25.18	\$25.94	\$26.46	\$26.99

Employees shall be paid retroactive wages at the rate established upon ratification for hours worked dating back to January 1, 2024.

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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 Part timers

5.4.1 District may employ up to 3 part-time operators.

5.4.2 No more than 2 part-timers working any day (except in cases where working more than 2 part-timers will avoid assignments). Each part-timer can work up to three shifts per week.

5.4.3 Part-timers are scheduled prior to the spareboard going out and are assigned work that is in the most junior position on the spareboard. Part-timers shall be assigned work on a rotating basis. Part-timers are not eligible for cover work or same day overtime.

5.4.4 Retired bus operators that become part-timers will be paid top rate, provided that they have worked for the District for at least 3 years. Retired bus operators who apply for part-time positions shall be hired over other applicants.

5.4.5 Part-time operators that are hired without previously working for the District will be paid the first year bus operator rate. These operators will move through the wage progression provided they work at least 48 days each year.

5.4.6 Part-time operators shall be paid per diem and are not eligible for any contractual premiums or holiday pay.

~~5.4.7~~ Any disputes under this Article 5.4 shall be resolved in accordance with the grievance procedure.

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~~5.4.4 The District may employ up to 6 part-time bus operators.~~

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~~The primary intent of the utilization of part-time bus operators is to eliminate the need for assigning full-time bus operators.~~

~~Representatives from Management and the Union shall meet to devise a plan as to how part-time bus operators may be deployed. Should the two parties be unable to agree upon the terms of the use of part-time bus operators, Management shall have the right to design and implement its own system of using part-timers. Any such system shall be documented and provided to the Union.~~

~~On December 31, 2023 this provision of the contract shall sunset and only continue in future contracts by mutual agreement by both parties. It is understood that any incumbent part-time employees as of December 31, 2023 shall remain and maintain their eligibility for continued employment regarding this provision "grandfathered". This agreement shall supersede sections; 5.4, 5.4A, 5.4.1, 5.4.2 and 5.4.3 for the term of the agreement.~~

~~Incumbent part-time bus operators prior to contract ratification may choose to follow the previous rules for part-time work or adopt the new rules developed by the Union and Management.~~

5.5 Operators, Technicians and Mechanics shall receive One Dollar (\$21.00) 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.

~~5.9 Either party may reopen the leave provision(s) of this Agreement for the purpose of negotiating issues relating to the implementation of the Maine Paid Family Medical Leave Act (PFMLA). Upon written receipt of a reopener request, the Union and District negotiators shall meet within ten (10) days or at a mutually agreed date to negotiate. The parties agree that the District shall pay half of any payroll tax required pursuant to the PFMLA, and employees shall pay half of any payroll tax required pursuant to the PFMLA. Any agreement reached pursuant to this reopener provision shall be subject to ratification by the District and the Union and shall be attached to this Agreement. 5.9 The District shall pay all union members a one-time \$2,800 Inflationary Relief Payment in a separate check, the second pay period of November 2022.~~

## 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/their "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/their "off day," the operator shall perform such work as would have been regularly assigned to him/her/them had it not been his/her/their "off day." When a regular or spare operator is called on a Saturday, he/she/they will work the latest finishing job. When called in on a Sunday, he/she/operator will work the open job. On Minor Holidays, if called in, he/she/operator will work the latest finishing job if not holding a regular job or a spare position. Any operator required to work on his/her/their "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/their assigned work on his/her/operators regularly scheduled five (5) days in that work-week, unless excused due to his/her/their illness or death in the family. It is understood that when an operator is called, he/she/they 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.

6.5 Employees working both scheduled days off in the same week (Sunday to Saturday) shall be paid double time for all hours worked on the second day off worked, provided that they have worked their entire scheduled overtime assignment on day off one and overtime assignment on day off two and have not had any sick days within that week.

## **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 ( $7\frac{1}{2}$ ) and eight and three-quarter ( $8\frac{3}{4}$ ) 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 ( $7\frac{1}{2}$ ) 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 ( $4\frac{1}{2}$ ) 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/their](#) 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/their](#) regular reporting time, or called back after [his/her/their](#) relief time, shall be paid at the rate of fifty percent (50%) above [his/her/operators](#) regular rate for such extra work. For report before starting [his/her/their](#) run, or report within one (1) hour from [his/her/their](#) release time, [he/she/operator](#) 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/their](#) extra time shall start at [his/her/their](#) relief time. For report more than one (1) hour after [his/her/their](#) relief time, [he/she/they](#) 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-operator](#) 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-operator](#) 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/they](#) 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/them](#) 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/they](#) 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/their "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/their "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 ~~se~~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/their run for any reason, with no prospect of his/her/their return within thirty (30) calendar days, his/her/their 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~~ 13.3.1 If no junior operator bids on posted run for a temporary vacancy, a senior operator may bid on posted run.

13.3.2 Temporary bids for absences expected to last more than thirty days will be conducted concurrently with the general bid.

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.

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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/their](#) 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/their](#) 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 (2<sup>nd</sup>) 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 Early reports scheduled before 11 am shall be posted at the top of the spareboard in order by report time. Late reports scheduled 11 am or later shall be posted at the bottom of the spareboard. 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.~~

14.1.34 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.

14.1.45 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 ~~Dispatcher~~ 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 ~~their~~ Department Head in charge before 7:00 A.M. of his/her ~~operators~~ 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~~their 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/sheoperator](#) returns to work within eighteen (18) months from the date [he/sheoperator](#) was furloughed, any operator so laid off shall be placed in the seniority and pay rate to which [he/shethey](#) would be entitled had [he/shethey](#) remained in continuous service. Failure to keep the District informed of [his/hertheir](#) 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/heroperators](#) pay for the day. The Operator who covers such a miss shall resume [his/hertheir](#) former position and will have no right to work that may have started while [he/sheoperator](#) 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/sheoperator](#) is on that bus [he/shethey](#) 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/shethey](#) 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/het~~their day's work, a time slip and delay slips, when applicable, furnished by the District, showing the actual time of ~~his/her~~employees 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 \$~~1050.00~~ 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~~their connection with the District for any reason shall not be entitled to a uniform or any portion thereof.

~~26.8 All union members will receive a \$100 payment for sundry items. Payment will be made in the same pay period in which uniform taxes are assessed. 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 1<sup>st</sup> of 2020, all full-time employees shall be granted eleven (11) PTO days.~~ Effective On January 1<sup>st</sup> of ~~each year~~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.

	<b>Service</b>	<b>Vacation</b>
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 ~~quarterone (0.251)~~ hour and prescheduled whenever possible. An employee taking a partial PTO will be required to use PTO to make ~~his/her~~ their 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 31<sup>st</sup>. 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~~ ~~one~~ of their vacation weeks to PTO time. Employees with 3 or more vacation



~~weeks may elect to convert up to two 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/they](#) 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/they](#) 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/they](#) 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/their](#) 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/technician](#) 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~~ Master Facility Technician 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/their ability to be trained. The employee will then enter a thirty (30) working day probationary period to demonstrate his/her/their 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/they~~ 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 Executive

~~Director General Manager~~ or [his/her/their](#) designated representative that maintenance employee has in [his/her/their](#) 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/their](#) 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/their](#) 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/employees](#) own choosing. Should the physician of [his/her/their](#) 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; New Year's Day, Martin Luther King Day, Presidents' Day, Easter Sunday, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Christmas 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/employee](#) 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~~ a medical professional remote or in person documented visit from when the employee was ill. All other absences must be an excused absence and supported by a medical professional remote or in person documented visit ~~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 Stepfather, Stepmother, Stepbrother, Stepsister, and Stepchild.

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/their](#) 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/employees](#) 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 ~~\$1,060~~\$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 and, Mechanics, ~~Storekeeper and Building Maintenance Person~~

46.1.2 The District shall make available an annual tool/work boot allowance of up to \$600.00 to employees in the "Parts Clerk" and "Building Maintenance" classifications for reimbursement for approved tools and/or steel toed shoes. ~~Mechanic II~~

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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.

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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 July 1, 2024~~September 1, 2022~~ and remain in full force and effect until midnight June 30, 2027~~December 31, 2023~~. 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 June 30, 2027~~December 31, 2023~~.

#### **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.~~

~~51.12~~ The employee shall receive a copy of all documents entered into his/her personnel or accident file(s).

~~51.3~~ 51.2 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.

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51.43 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.

51.54 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.

51.65 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.

51.65.1 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 full 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 ensure 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~~they 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.
- Once the 3-week training period has expired, the District shall not utilize an operator acting as a dispatcher, if it would cause another operator to be assigned to work on their day off, unless it is the dispatcher-in-training's normal day off.

#### 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: \_\_\_\_\_  
Ed Suslovic~~Hope Cahan~~, President Date \_\_\_\_\_

LOCAL 714 of the AMALGAMATED TRANSIT UNION

By: \_\_\_\_\_  
Joseph Thomas, President Date \_\_\_\_\_

## **Appendix**

Future openings for Dispatcher shall provide preference hiring for bargaining unit members as follows;

Any bargaining unit member who applies for and meets, the minimum qualifying standards for the Dispatcher position, as established by the Agency, shall be given hiring preference over all outside applicants.

Whenever an incumbent bargaining unit member meets the minimum qualifying standards for a vacant position, they shall be awarded the position.

In the event more than one (1) incumbent bargaining unit member applies for, and meets the minimum qualifications for the position, as established by the Agency, seniority shall prevail in the determination of awarding the position.

Whenever an incumbent bargaining unit member enters the Dispatcher classification, the wage rate determination shall be based on 5% above their current rate, rounded up to the next step in the established Dispatcher progression. Such progression shall then continue annually, from the date of entry into the Dispatcher classification, until top rate is achieved.

The parties understand that a conversion regarding "Pension" and "PTO" (paid time off) shall occur without harm, or any enrichment, where necessary.

Non-bargaining unit employees may cover dispatch responsibilities provided that no qualified bargaining unit employees are available. This type of coverage shall not be allowed for whole shifts.

Non-bargaining unit employees may cover customer service shifts provided that both customer service positions are filled, and no customer service representatives are interested in covering the additional hours.

No later than November 30<sup>th</sup> of each year a schedule of vacations will be posted and bid for the following year. There shall be a minimum of one (1) vacation slot per week per department for customer service and dispatch.

Dispatchers shall bid their shifts a minimum of four times per year. If the dispatcher schedule is changed a bid will be required in advance of any change.

GPTD has one customer service employee working 30 hours per week. This employee currently receives insurance benefits at the same rate as a full-time employee. Management and the Union agree to keep this employee contributing for benefits at the same amount as full-time employees. Should the Union and Management negotiate additional positions that work less than 40 hours per week this agreement shall not set precedent and Management reserves the right to negotiate pro-rated benefits.

Employees joining the union shall begin vesting per section 4.2 of the Collective Bargaining Agreement with credit for years of service with the agency as non-union employees. Balances in existing retirement accounts shall follow the employee as allowed by the plan documents.

Weekly schedules for dispatchers shall consist of four 10-hour shifts with three regularly scheduled days off. Management shall have the right to change the regularly scheduled days off of one dispatch shift weekly to accommodate coverage for absences and other needs of the agency. The employee on this schedule shall be provided 7 days' notice of Management's intention to change his/her shift. This shift will be identified at the time of bidding as a "floater" schedule.

Pay for holidays for dispatchers shall be 8 hours holiday pay. On holidays which Metro does not operate service, dispatchers will receive 10 hours holiday pay if it is their regularly scheduled workday.

Holiday pay for customer service staff shall match their regularly scheduled hours for the day.

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**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/their classification salary and an additional eighty (~~\$2.00\$-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/their](#) 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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