

AGREEMENTS

SECTION 3 GRIEVANCE AND ARBITRATION PROCEDURES

Page 6 - A.2.a. Change:

“General Manager” to “Executive Director”

Page 7 - A.2.b. (Delete entire section)

Page 7 - A.2.c. Change:

“General Manager” to “Executive Director”

Page 7 - B.1. Change:

“General Manager” to “Executive Director”.

Page 8 - B. 8 (add new section)

a. The Employer shall not utilize audio or visual recordings in a random, retaliatory or discriminatory manner.

b. The Employer may review audio and visual recordings and other electronic monitoring capability in managing employee conduct, and in any disciplinary process. Upon written request, the union shall be provided the opportunity to review any audio or visual recordings upon which the Company is relying in any employee disciplinary matter, and which the Company has the authority to make available to the union.”

SECTION 4 FULL-TIME OPERATORS

Page 11 - A. 14 Miss - Change to read:

“Missed shift or split occurs when an employee is more than five (5) minutes late or fails to call-in at least thirty (30) minutes prior to the beginning of shift report time.”

Page 11 - A. 15 Late - Change to read:

“When an employee is late for a scheduled shift or split.”

Page 11 - A. 16 Forgotten Swipe - Change to read:

“When an employee fails to punch in for a scheduled shift or split.”

Page 12 - A.28 Basic Work Week Change to read:

“...five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each per week,”

SCHEDULES

Page 13 - B.5 Add at the end of the sentence:

“...and maximization of straight runs.”

Page 13 - B.6. Make-up of Runs - Delete item.

LIST WORK

Page 17 - D.8. Last sentence add:

“...absent operator, and will begin on the first day of the next pay period.”

Page 18 - D.9 Add:

“When an operator assumes a vacation block, operator will assume the seniority and day off of the person they are covering in respect to the schedule only. Said operator will maintain their own seniority rights for all work offered them in excess of the schedule they are covering.

HOURS OF WORK & ASSIGNMENTS

Page 18 - E.1 Basic Work Week Change to read:

The basic work week for full-time operators shall be five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each. The current pay week is Sunday through Saturday.

Page 18 - E. 3 Add sentence after the parentheses as follows:

“Employees who are scheduled to work ten hour daily transit schedules will be paid time and one half for scheduled hours exceeding ten hours.”

Page 20 - E.7. Register-Books

#5. Change “Company” to “Authority”.

2nd Paragraph Delete 1st word "Their".

Page 22 - E. 12. a. Change to read:

"When possible, and without disruption to service, full time operators who miss will be allowed to resume their regular schedule and be paid for time actually worked. School bus operators, on their first miss in a school year, will lose rights to that AM or PM school run, and will become a report operator, as defined under Section 5. G. 3. On their second miss within a school year, a school bus operator will lose rights for all other work for the day, and shall contact management immediately to receive work assignments, if needed. Such operator will be utilized only after all list/report operators have been assigned work."

Page 23 - E. 12. b. - Delete section.

Page 23 - E. 14. a. Add second sentence:

"The Authority shall provide to affected employees fourteen days advanced notice."

Page 24 - 14. e. Change first sentence to read:

"Any full-time operator who has been laid off will be offered the opportunity to perform spare transit work or school work."

Add 3rd sentence as follows:

"Any employee who is forced off the spare transit list due to the acceptance of work by a full-time operator in accordance with this paragraph, will be returned to the spare transit list when that operator returns to his or her original full-time position."

Page 24 - E.16 Booking Off

a. Change to read

"a. The Authority shall provide a form on which full-time operators may request time to be off-duty with a copy being provided for the operator.

SPARE TRANSIT OPERATORS

Page 25 - F.1. Delete 1st sentence.

Page 25 - F.2.

5th sentence – change “Permanent full-time transit positions(s) will be offered by seniority...” to “Permanent full-time transit positions(s) will be offered by spare list seniority...”

Page 27 – F.14 Last sentence change “...thereafter are entitled to the same...” to “thereafter for the same...”

SECTION 5 PART-TIME SCHOOL BUS OPERATORS

DEFINITIONS – WORK RULES

Page 29 - A.13. Permanent Vacancy – Last sentence:

Change - “Such vacancy shall be posted for bid within ten (10) working days after becoming vacant.” to “Such vacancy shall be offered through a “No-Bump Pick” as described in Section 5.9”

PAY BASIS

Page 30 - C.1. Change to read):

“Hours worked in excess of forty (40) hours per week will be paid at time and one-half.”

SCHOOL OPERATORS’ PICK

Page 32 - F.4. Change formatting of items “1) and 2)” to “a) and b)”.

Page 32 - F.4.b Change “...thirty calendar days” to “...forty (40) calendar days” and delete last sentence.

SECTION 6 MAINTENANCE EMPLOYEE

WORK RULES

Page 40 -A.1. Basic Work Week – The basic work week for maintenance employees shall be five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each per week.

Page 41 - A.2.e. 1st paragraph delete “...installing skid chains or...”

Page 42 - A.4.a.(4) Change “If a man...” to “If a maintenance employee...”

Page 42 - A.5. Choice of Shift and Days Off - Change 1st sentence to read:

"All Maintenance employees shall have at least four (4) picks per calendar year. "

Page 44 - A.9. Special Tools and Equipment - 2nd paragraph - change

"...Superintendent of Maintenance..." to "...Shop Manager..." and "...trial period..." to "...probationary period...".

Page 45 - A.12. Change - "...Supt. of Maintenance..." to "...Shop Manager...".

Page 45 - A. 13. Tool Allowance - 1st paragraph change "...Superintendent of Maintenance..." to "...Shop Manager..." and last sentence Change "Reimbursement is with proof of purchase only" to "Reimbursement will be made with proof of purchased only."

Page 46 - A.15.b. 1st paragraph - Change to read:

"There shall be no more than one employee off per week in the year January 1st through December 31st, except in the months of June through August when there shall be no more than two employees allowed off each week in those months. Two employees shall also be allowed off the week containing the Christmas holiday."

Page 46 - A.15.b. 2nd paragraph - Change to read:

"The swapping of vacation weeks once picked will be at the discretion of the Shop Manager or designee."

Page 47 - Add New Section:

"Employees will be allowed time off for medical appointments during their work shift with the understanding that all time lost will be made up prior to or after the employee's normal shift hours as required by and approved by the Company."

SECTION 8 FULL-TIME BENEFITS

Page 55 - 3. a. & c. Change:

Effective September 1, 2009 - Change life insurance policy to \$30,000.

Page 55 - 4. Health Insurance

4.c. 2nd paragraph change “Terminated employees who are rehired, their...” to “Terminated employees who are rehired, will have their...”

Page 57 – 5. Pensions

a. 2nd sentence change to read:

“...payments by the Authority shall be \$.85 per hour and payment by bargaining unit members shall be \$.65 per hour...”

SECTION 10 HOLIDAYS

Page 63 – 8. Second full paragraph add sentence:

“Compensation for any paid leave will be either eight or ten hours as determined by the employee’s regular schedule.”

SECTION 11 ALLOWANCES

Page 66 - F. Add 2nd paragraph:

“The employee may choose the physician with whom the D.O.T. physical is scheduled as long as the physician is D.O.T. certified. The employee will pay any costs above the current cost to the Company as charged by its designated D.O.T. physician.

SECTION 12

Page 67 - Change “...will share the cost...” to “...will evenly share the cost...”

SECTION 14

This agreement and the provisions hereof shall become effective upon ratification and shall be binding upon Manchester Transit Authority, and its assigns, and upon the Amalgamated Transit Union and all persons who are or who may at any time hereafter become members of the Union or part of the Agency Shop Agreement, and shall remain in full force and effect for twelve (12) months from July 1, 2009 and thereafter unless either party to this agreement desires a change or changes in any section or sections. Either party desiring such change or changes shall notify the other party in writing by presenting the proposed changes not less than one hundred twenty (120) calendar days prior to June 30, 2010.

Upon commencement of this new labor agreement, all employees shall be given a zero balance and all prior absences, lates, misses, and forgotten punches shall be expunged. All previous side letters, agreements, and policies related in any way to attendance or tardiness are now cancelled.

IN WITNESS THEREOF,

the parties hereto have caused those present to be signed and their respective names in behalf, this.

Manchester Transit Authority

Amalgamated Transit Union,
Local 717

By:

By:

John H. Trisciani
Commission Chairman

Lisbeth Valentin
President/BA

Evan Rosset
Executive Director

Donald Gosselin,
Chairman, Contract Negotiations