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**AMALGAMATED TRANSIT UNION
and the
MANCHESTER TRANSIT AUTHORITY**

This agreement entered into as of July 1, 2020 by and between the Manchester Transit Authority, its successors and assigns hereinafter called the "Authority" and the Amalgamated Transit Union, Local 717, hereinafter called the "Union."

WITNESSETH

WHEREAS, both Authority and Union desire to promote harmony and efficiency of service in the operation of transportation so that the Authority and the members of the Union may obtain mutual economic advantages consistent with the duty of the Authority to provide, at all time, as a public agency, an adequate and uninterrupted transportation service for the use of the public. NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth it is mutually agreed as follows.

**SECTION 1
MANAGEMENT RIGHTS**

Unless otherwise provided or inconsistent with the provisions of this agreement, the Authority will exercise its right to add, delete, change or alter any and all policies, rules and regulations that pertain to the operation and functions of its business and the conduct of its employees and to enforce discipline for violations of rules and other misconduct, for just cause, and to suspend or discharge its employees for just cause; to manage its business in the light of experience, good business judgment and changing conditions, to determine the amount of service to be run at any and all times; to direct the working forces; to determine the number of its employees at all times; to determine the qualifications for and to select its managerial forces and all new employees.

Nothing in this Agreement shall restrict the right of the Authority to utilize supervisory, clerical, or administrative personnel in the employ of the Authority, provided that the terms of this section shall not be used to deprive work or replace an employee in the bargaining unit and as long as the work being performed is of an emergency nature.

EMPLOYEE NOTIFICATION

Bargaining unit employees will have the option of supplying MTA with an email address of their choice or having MTA assist them in establishing a new email. MTA will provide a computer at MTA for use by employees in order to retrieve emails. Dispatch will notify employees with an MTA assisted email address of when they have an email from MTA. Record of email distribution shall satisfy notification provisions except when said notification requires a written signature.

SECTION 2 UNION RECOGNITION

A. The Authority recognizes the Union as the exclusive collective bargaining representative as to rates of pay, hours of work, and conditions of employment of all employees of the Authority within the bargaining unit defined as follows:

1. All employees of the Authority employed in the carrying on of its business and operations in and about Manchester, New Hampshire, excluding executives, professional employees, foremen, supervisors, and other persons whose duties imply a confidential relationship to the Authority as defined in the Public Employee Labor Relations Act.

2. The Union shall be notified in writing as to any new employees, terminations, change of addresses, and telephone numbers or any leave of absence granted by the Authority.

3. Upon written request the Authority shall furnish any and all documentation and audio or video recordings that can be viewed on Union officers computer via a WAV file, "at no charge" to the Union for investigation of a formal grievance submitted by the Union.

B. RIGHT TO MEMBERSHIP

1. All employees now in the service of the Authority, or who hereafter become employees, may become members of the Union.

2. Union members who choose to withdraw from membership in Local 717 shall have the opportunity to do so according to the Agency-Fee-Payer Policy guidelines set up by the General Executive Board of the Amalgamated Transit Union. A copy of those

guidelines shall be posted on the bulletin board of ATU Local 717.

3. Any person who becomes a bargaining unit employee during the term of this Agreement may become Union members upon completion of a thirteen (13) working week probationary period. A working week shall be counted when a probationary employee works any two (2) days in a Sunday through Saturday period. Twenty (20) days prior to the completion of the probationary period, the employee shall be notified in writing by the Union that they may obtain and retain membership in the Union throughout the term of this Agreement. The employee shall have an opportunity to notify the Union that he or she does not wish to become a Union member. Such notification to the Union shall be in writing and postmarked no later than twenty (20) days after the issuance date of the notice from the Union.

4. Bargaining unit employees covered by this Agreement who elect not to be members of the Union during the term of this Agreement and so long as they maintain non-members of the Union shall, as a condition of employment, pay to the Union each month an agency fee that under no circumstances shall exceed the amount of dues uniformly required of members of the Union. The computation of such agency fees shall be consistent with State and Federal Law.

5. Union shall be informed of all new bargaining unit hires and training start dates. Union may elect to attend a classroom session and will be provided with up to ten minutes to address new hires. Trainees will be paid.

C. RIGHT TO RETAIN UNION MEMBERSHIP FOR NINETY CALENDAR DAYS:

When an employee who is a member of the Union is appointed to supervisory or confidential position within the Authority, such employee may retain membership in the Union for ninety (90) calendar days.

D. NEW POSITIONS:

Should the Authority elect to create a new bargaining unit position, or divide any bargaining unit position, it shall notify the Union and set a date to discuss wages and benefits prior to the employment of any person.

E. PRESENT EMPLOYEES TO HAVE FIRST CONSIDERATION OF ANY NEW

BARGAINING UNIT POSITION:

Should the Authority create a new bargaining unit position, it shall first be offered to any fit and qualified employee who is presently employed before seeking outside applications.

F. EXAMINATION OR TESTS FOR BARGAINING UNIT POSITIONS:

Should the Authority elect to hold an examination or any other qualifying tests for any position it shall be open to all employees in the following manner:

1. The test shall be coordinated with one (1) member from the Union and one (1) from management.

2. A representative of the Union and a representative from Management shall be present to monitor the examination and supervise the grading.

3. If two (2) employees receive test scores within five (5) percentage points of each other, the position shall be awarded to the employee with the greater seniority.

G. UNION AND MANAGEMENT TO BE KEPT INFORMED:

1. The Union will be kept informed of any changes in positions as they occur. Should any bargaining unit position become available, a notice shall be posted on the bulletin board and the Union President shall be notified in writing at least 24 hours in advance.

2. Management will also be kept informed as to any changes made by the Union.

H. PAYROLL DEDUCTIONS:

The Authority will provide for payroll deductions of Union dues, agency fees, and assessments from employees. Such deductions from paychecks will be made following a request to the Authority in writing. Amounts so deducted will be promptly remitted to the Union. The Union will hold the Authority safe and harmless from any and all liability arising out of the administration of this paragraph.

In the event a payroll computation error may occur, the employee affected will, if the error is \$25.00 or more, have the

option of receiving the pay within twenty-four (24) hours, or wait until the next payroll period. Errors of less than \$25.00 will be paid in the next payroll period. Grievance matters, once settled, will be paid no later than the following pay week. The Authority shall assess an administrative fee of \$20.00 for checks not cashed within ninety (90) days of issuance.

SECTION 3 GRIEVANCE AND ARBITRATION PROCEDURES

A. 1. The MTA and the Union agree that the exclusive method for the adjustment, processing and settlement of a grievance, dispute, claim or difference between the MTA and the Union pertaining to the interpretation, application, or compliance with the specific provisions of this agreement and discipline up to and including discharge is and shall be in accordance with the grievance and arbitration procedure prescribed in this section.

A. 2. Except as otherwise provided in this agreement, a grievance defined in A.1 of this section and otherwise subject to this agreement, shall be processed and, if possible, settled in accordance with the following grievance procedure.

a. In the case of A.1, all grievances, except those involving discharge, must be submitted in writing stating the date of the alleged offense and the nature of the grievance (including the contract provision involved) to the respective department head within twelve (12) working days of the event which gives rise to the alleged grievance or the grievance shall be deemed waived. The department head must answer the grievance within twelve (12) working days. Discharge grievances will be processed directly to the Executive Director or his/her designee and will fall under the procedures in A.2.b. below.

b. If the differences stated in the grievance cannot be mutually settled between the Union and the department head under step A.2.b, the Union may submit the grievance in writing to the Executive Director or his/her designee within twelve (12) working days for his/her review. Upon receipt by Executive Director or his/her designee, he/she will schedule a meeting with a member or members of the Union Grievance Committee within twelve (12) working days. Following this meeting, the Executive Director or his/her designee will submit a finding to the Union, in writing, within twelve (12) working days of the hearing. Failure of Executive Director

or his/her designee to comply with time frames provided herein shall result in a determination in favor of Union. If the Union has not submitted a grievance to the Executive Director or his/her designee within twelve (12) working days of the denial in A.2.a. above or within twelve working days of the notice of discharge, then the grievance shall be deemed as having been waived.

B. 1. Either party may submit a matter to arbitration or mediation. Demands for arbitration or mediation must be submitted within forty-five (45) days following the issuance of a formal grievance decision by the Executive Director or his/her designee. Any grievance/mediation not submitted for arbitration within the forty-five (45) days will be considered as abandoned.

B. 2. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

B. 3. If the grievance is not reported and/or processed within the time limits set forth above, the matter shall be deemed waived and no further action will be taken with respect to such grievance unless both parties mutually agree to an extension of said time limits.

B. 4. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the expenses incurred by a witness who is called upon by them.

B. 5. When management wishes to discuss a problem, or to reprimand an employee, it shall be done in the privacy of the Supervisor's Office, with the understanding that both parties treat each other with dignity and respect.

B. 6. Written reprimands and/or time clock violations older than twelve months will not be used in further disciplinary actions provided the employee has satisfactorily corrected the nature of the reprimand and there are no similar infractions committed during the intervening period.

B. 7. The records of a suspension, other than time clock suspensions, older than two years, shall not be used in further discipline provided the employee has satisfactorily corrected the cause of suspension and there are no similar infractions committed during the intervening period.

B. 8.

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.

DISCIPLINE PROCEDURES

A. 1. All disciplinary action shall be in a fair and progressive manner and shall be consistent with the infraction for which the disciplinary action is being taken. Progressive discipline, with the exceptions of accidents and attendance, shall follow one of three separate tracks for the purpose of progression. The tracks are Safety, Customer Service, and Other Policy Violations.

B. 1. No employee shall be penalized, disciplined, suspended or discharged without just cause.

2. Disciplinary action shall normally be taken in the following order:

- a. Verbal warning
- b. Written warning
- c. Two-day (2) Suspension: administrative and/or without pay.
- d. Five-day (5) Suspension: administrative and/or without pay.
- e. Discharge

However, the sequence above need not be followed if an infraction is sufficiently severe to merit a written warning, suspension or discharge.

All employee suspensions up to and including five (5) working days shall be designated as "Administrative Suspensions." Such suspensions shall be treated the same as an actual suspension (time off without pay) for the purposes of disciplinary action and perfect attendance computation under all appropriate sections of the CBA.

All suspensions shall require time off duty with loss of pay and benefits (not to include health insurance or life insurance, if applicable), once the accumulated total of administrative suspension days exceeded five (5) days, in the previous twenty-four (24) months.

Amalgamated Transit Union, Local 717, agrees to assist Manchester Transit Authority management in impressing upon all bargaining unit employees the seriousness of any type of suspension and that the final step in progressive discipline is discharge.

3. All discipline shall be in writing with the date of the infraction and the reason for discipline. A copy shall be given to the employee and the Union. In all cases, the employee shall be notified, in writing, of any infraction which may result in discipline within twelve (12) working days of Management having notification of the event, or the discipline shall be deemed waived. Employees shall be required to sign acknowledgement of discipline. Such acknowledgement shall include the language: "By my signature below, I hereby acknowledge receipt of this discipline form. I further understand that my signature does not indicate agreement with the discipline, but simply indicates that I have received this form."

Union officers and or stewards shall not be required to sign discipline slips. MTA shall send discipline slips to unavailable employees via certified mail with receipt of such mail being sent serving as compliance with contractual need to notify employees of discipline.

In the event an investigation is required by the Accident Review Committee or an authorized Federal, State or Municipal Agency to determine whether any disciplinary action is warranted, the employee will be so notified in writing. In such cases the MTA will have up to a maximum of thirty (30) days from the date it was first notified of the alleged infraction to impose discipline. If at the time that Management becomes aware of the incident no further investigation is deemed necessary, any discipline, which is warranted, will be administered within twelve (12) days of Management having been notified of the event.

SECTION 4

FULL-TIME OPERATORS

A. DEFINITIONS - WORK RULES:

1. **Line:** In the streets, roads, highways or any combination thereof along which the Authority is authorized to: (a) operate buses according to an established and published schedule, and (b) to transport passengers.
2. **Route:** One or more lines.
3. **Regular Runs:** A regular run shall consist of the schedule a bus is to operate on a route for the entire day. Each shall be arbitrarily numbered.
4. **Split Run:** Shall consist of the schedule a bus is to operate on a route only part of the day, e.g., 6:00 to 9:00 AM and 3:00 to 6:00 PM. It shall be arbitrarily numbered.
5. **Schedule:** A schedule is an operator's day's work consisting of sections of regular runs, school runs, specials, trippers, charters and split runs or any combination thereof. Schedules shall be made as far as possible with a minimum of seven and one half (7-1/2) hours and a maximum of eight (8) hours platform time, and as far as possible will be completed within an eleven (11) hour spread.
6. **School Run:** A school run shall consist of a trip(s) to or from a school(s).
7. **Special:** Shall consist of trips from one or more embarkation points to one or more debarkation points.
8. **Doubleheader:** An extra bus to operate with regularly scheduled bus to handle an anticipated overload.
9. **Set Back:** An operation on a line in place of the regularly scheduled bus to allow the regular bus to get back on its time schedule.
10. **Open Schedule:** Is a schedule not covered due to the regular operator being booked-off or sick.
11. **Catch:** An open schedule where the Authority is notified after 2:30 PM in the afternoon and which is not posted.
12. **Swings:** A swing-on/off is the relief of an operator from duty on the street.

13. **Platform Time:** The time an operator is actually engaged in the operation of a bus in service.
14. **Report Time:** (a) The time an operator is available for work whether or not he actually operates a bus. (b) The time an operator is required to report for work.
15. **Duty Time/Hours Worked:** Any combination of platform, report, and layover time.
16. **Guaranteed Time:** The time a list operator is guaranteed when he/she reports on time for work. It shall consist of eight (8) hours per day and forty (40) hours per week.
17. **Allowed Time:** Time given to an operator to make up his/her guaranteed time.
18. **Off Duty Time:** Off duty time shall consist of: (a) An operator's chosen days off, (b) when an operator requests and is given permission by the Authority to have time off (Booked-Off), (c) when he/she is sent home by the Authority for a lack of work but required to report back later the same day.
19. **Spread Time:** Applies to all full-time operators. It is the eleven (11) hour period calculated from the time an operator first reports for duty, whether continuous or not. **For four-ten (10) hour schedules per work week, the spread time shall be twelve (12) hours.**
20. **Pre-Trip Time:** Twelve (12) minutes will be paid for completion of all pre-trip duties, for garage pull-outs, including pre-trip inspection of the vehicle.
21. **Pull Out Time:** Adequate time will be built into schedules to travel to starting point.
22. **Return Time:** The time a bus is scheduled to return to the garage.
23. **Pick:** A pick is when operators shall make choices of schedules, list work, and days off according to seniority.
24. **Basic Work Week:** The basic workweek for all full-time operators shall be five (5) working days of eight (8) hours each or four (4) working days of ten (10) hours each per

week.

25. **Layover Time:** The time an operator is on duty with a charter or special, but not actually driving the bus.

26. **Excursion:** An excursion shall consist of a trip from one or more designated starting places to a given destination and return under sponsorship of the Authority and individual fares are collected. The same work rules shall prevail as for charters.

27. **List Work:** Is work assigned on a day-to-day basis and shall cover: (a) Split runs, (b) unassigned runs, (c) trippers, (d) specials, (e) setbacks, (f) charters, (g) catches (h) report work, (i) school work, (j) excursions, (k) and non-safety related bus road calls/swaps, or any combination thereof.

B. SCHEDULES:

1. **Work to be Scheduled:** Authority shall make a reasonable effort to put the operation of all buses into schedules, considering at all times the cost to the Authority and the efficiency of the system. Any breaks of one (1) hour or less shall be added to and paid for as part of such run.

2. **Equity of Platform Time in Schedules:** Schedules shall be made as far as possible with a minimum of seven and one-half (7-1/2) hours and a maximum of eight (8) hours platform time.

3. **Spread-time for Schedules:** The Authority shall ensure 75% of transit schedules, rounded up to the nearest full number can be completed within an eleven (11) hour spread time. For four-ten (10) hour schedules per work week, the spread time shall be twelve (12) hours or less.

4. **Non-Scheduled Work:** Any work, which is not made a part of a schedule, shall be considered as list work.

5. **Review of Schedules and List Work:** In June and August of each year representatives of the Authority shall meet with the representatives of the Union to review schedules and list work, considering at all times the cost to the Authority and the efficiency of the system and maximization of straight runs.

C. PICK OF SCHEDULES OR LIST WORK

1. **Full-time Operators:** Posting of opportunity for a choice of schedules or list work at least four (4) times per year as follows: (a) two weeks before the start of school, (b) the first week of December, (c) the first week of March, and (d) the week prior to the end of school.

2. **Choice of Schedule or List:** At the time of each choosing, all work shall be picked. Each full-time operator shall be permitted to: (a) Choose either a schedule or the list as available, and (b) school work shall be assigned to regular schedules. Schoolwork to be assigned shall be agreed on by the Authority and Union officers.

3. **Posting of Schedules and Runs:** Three (3) working days prior to the date of choosing, the Authority shall post a summary of all schedules, list positions, and available days off. School runs shall be available for inspection. At least five (5) days prior to posting, the pick of new schedules will be shown to the Union Committee for review. Employees shall have up to fifteen minutes (15) to select.

4. **Seniority to Govern Choosing:** At each pick, seniority shall govern in determining the order of choosing a schedule or list position and days off available. All operators shall pick on the day scheduled. When an operator does not pick as scheduled, at the appropriate time, a Union officer shall pick for the operator.

5. **Choosing the List:** (a) When an operator chooses the list they shall pick a position as L-3, L-7 according to the positions that are vacant. (b) When an operator chooses a list position that permits other operators junior to them on the seniority list to pick a list position above them, they shall become and remain junior to these operators in so far as the list is concerned until the next pick.

6. **Changes in Schedule Cause for a Pick:** When there is any change in a schedule that affects the daily pay by more than 15 minutes, there shall be a pick.

7. **Temporary Vacancy:** When a temporary vacancy on a schedule occurs, it shall be filled from the list subject to hold-down rules.

8. **Permanent Vacancy:** When a permanent vacancy occurs, it shall be posted for bid within ten (10) working days after becoming vacant.

9. **Completion Time:** If there is not a completion time shown on the report, it shall be understood that it is listed under the spread rule and shall, if the operator is required to work, be paid for accordingly.

10. If, at the time of a general pick, an operator is on leave from work with no anticipated return date, the operator will not choose work at the regular pick time. If that operator is released to return to work and notifies their supervisor prior to noon on Friday the week before, the operator will be allowed to pick according to seniority, which will be effective on the first work day of the following work week. If the operator is released to return to work during the work week, they will be placed at the bottom of the list and expected to work for the duration of the work week if released prior to Friday noon.

D. LIST WORK:

1. **List Positions:** Each list position shall be designated by number as L-1, L-2, L-3, etc. Position L-1 shall be the senior list operator and the top of the list. The last list position shall be the bottom of the list and the junior list operator. (List seniority shall be from the top down.)

2. **Posting:** All list work shall be posted by 3:00 PM on the day prior to which the work is to be performed with the exception of Sunday work or when Monday is a non-working Holiday. All Sunday work or Monday (Holiday) work shall be posted by 3:00 PM on the Friday prior. This work shall remain intact until 9:30 AM on the morning that the work is to be performed with the exception noted in paragraph six below. List operators, prior to 2:30 PM, will choose their work for the next day from all available schedules, including "first for work" and any other list/report assignments as needed. If day-off operators are needed they will be placed at bottom of list according to seniority and choose only after all scheduled list operators. Catches called in after 2:30 PM the day before shall operate the same as catches the day of. Full-time list operators will be utilized to cover all open schedules before day off operators are called in. If there is an error during the

assignment of the work, every attempt shall be made to correct the error. It is the operator's responsibility to choose their work. If by 2:30 PM the list operator has not selected their assignment for the next day, they will be bypassed and given the earliest finishing time of work in seniority order.

3. **"First for Work":** Shall report no later than the earliest schedule's report time, and shall be available for work as provided in Section 4. A. 31. The operator choosing this report will be guaranteed four (4) hours, unless such operator accepts or is assigned a catch and can be broken, at which point they will be paid for time actually worked, or two (2) hours for their morning report, whichever is more.

Any work less than four hours (4) will be assigned to the junior list operator on duty at the time the work is to be performed. Any work of four hours (4) or more will be offered to list operators in seniority order. This excludes any regularly scheduled open list work. The junior-most operator will be assigned a report time no later than the latest schedule's report time, or no later than eight (8) hours prior to the ending time of the latest open piece of work.

4. **Completion of a Catch:** When a list operator accepts a catch, that operator shall work to the completion of the schedule. List operators receiving a catch will receive the pre-trip allowance. A list person receiving a catch, and is required to stay on report after completing the catch to complete the spread time, shall retain the original list report and given all rights due that report time. When work must be completed over spread time, the Authority will make every effort to have it completed on a voluntary basis. If the work must be assigned, a list operator will be required to complete the work.

5. **Re-assigning List Operators Following a Catch:** When the "First For Work" operator accepts a catch, those junior operators who are reporting within four (4) hours of the earliest schedule's report time may be moved up according to the number of catches that must be filled prior to the end of that four-hour time period. List operators wishing to pass work down during this time period may only do so if a junior operator is scheduled to report no later than the

start of that catch. If a list operator wishes to pass a catch with a start time beyond the four-hour period, and the start time of that catch is prior to the next list operator's report time, that operator will be contacted and requested to report for the beginning of that catch. If there is more than one list operator available during this time, work may be passed down to the junior operator. All other operators will keep their original report times.

6. Specials As List Work: Specials may be assigned as list work or held for day-off operators if less than eight (8) hours. If more than one day-off operator is needed, and the special is held for the day-off operator, then the senior day-off operator will have choice of available work. All specials shall be available for inspection between noon and 2:30 PM on the day prior to operation. Information shall include: 1) Departure time, 2) destination, and 3) anticipated completion time.

7. Unassigned Report Operators: Regular schedule operators with unassigned report time may be used during the report period on list trips after all list operators are used. It is the operator's responsibility to check the list after posting time on the day prior to which the work is to be performed.

8. When a schedule is open for more than five (5) workdays, or is known in advance to be open for longer than five (5) workdays, the vacancy shall be offered to all List Operators in seniority order as a hold-down until the regular operator returns or until a pick is held. If no List Operator selects the schedule, the Authority will then operate the work with Spare Operators. When the regular operator returns, or if a pick is held, the returning operator will go back to his or her regular assignment and the List Operator on lock-in will return to the List. The hold down will include the scheduled days off of the absent operator, provided the operator performing the hold down has not previously had a day off in the current pay period. In the event of a previous day off, the operator performing the hold down shall be placed in bottom list position for the normal day off of the hold down only.

9. There shall be at least one available slot each week of the calendar year. When vacation weeks allowed exceed the one (1) full-time vacation slot, except during the summer pick,

the excess vacation weeks shall be offered to the available list operators as a hold down for each vacation week, including days off. Spare operators may be placed on the bottom list to fill the vacant list position. If no list operator selects the vacation, the Authority will then operate the vacation week with a spare operator, on weekly rotation. During the summer pick, the MTA will agree to a minimum of four (4) vacation slots for full-time operators. During this pick only, they may place spare operators at the bottom of the pick to compensate for the excess vacation slot positions. 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. There will be at least two (2) vacation slots when school is closed for the week in February, April, Thanksgiving week, and three slots during Christmas week.

E. HOURS OF WORK & ASSIGNMENTS:

1. **Basic Work Week:** 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.

2. **Guaranteed Time:** (a) All full-time operators working a schedule shall be guaranteed eight (8) hours per payday. (b) All list operators who are listed and who make the necessary reports will receive at least eight (8) hours pay therefore. Insofar as it is practicable, the work assignment of such list operators will be arranged so that the workday will be completed within an eleven (11) hour spread; such time as is worked after eleven (11) hours will be paid in addition to the daily guarantee. Work assignment to list operators who are regularly listed will provide for forty (40) hours pay per week.

3. **Overtime Work:** Time and one half will be paid for all time worked after 40 hours per payroll week. For purposes of this provision, holidays shall count as time worked.

4. **Day-off Operators:** Day-off operators who have elected to work their days off shall be offered the opportunity to work in the following manner: (a) The opportunity to work shall be on a rotating basis so that no operator shall be allowed to work his/her day off twice in succession until all other

operators who have elected to work their days off and have the same day off and have had the opportunity to work. (b) The senior operator available for work shall have his/her choice of any non-school related charter work. The senior operator available for work shall have his/her choice of any school related charter work that cannot be covered by school bus operators. (c) A day-off operator who reports for work on charter trips, which are cancelled, shall receive a guarantee of two (2) hours pay. (d) All operators will be paid at the overtime rate of one and one-half times the regular rate for all time worked in excess of forty (40) hours. Lists will be posted and kept up-to-date for all operators who work overtime. (e) A day-off operator who pulls a bus out of the garage shall receive a guarantee of a minimum four (4) hours pay. If a charter is cancelled after the bus is pulled out of the garage, the operator may be excused from further work with pay guaranteed under paragraph 4C, or remain on duty with a minimum four (4) hour pay guarantee if work is available and offered by the dispatcher. (f) Day-off operators accepting transit list work (excluding school, charter, excursion, etc.) shall be assigned a list position under (by day-off seniority) all other regular list operators on that day and receive a minimum four (4) hour guarantee. Work shall be assigned according to full-time list rules as presently in effect in the CBA.

5. Charter Assignments: To insure that operators in their proper rotation are given the opportunity to either accept or refuse work, with the basic factor being hours of service as determined by D.O.T. regulations.

An operator with a schedule the following day may accept extra work only if this extra work is completed in time allowed scheduled operator to have a minimum of eight hours driving time left for the next day.

If, for some unforeseen reason, this work is not completed in time to allow operator to report to work the following day on time (in this case the first for work will pull this operator's card out and continue until scheduled operator can legally return to work). This is not to be considered a miss or a catch. It shall be considered a piece of work. The schedule will only be paid for work performed.

A list operator who completes his or her day's work too late to report for work the following day at assigned report time,

shall report for duty after his or her eight (8) hours off has been satisfied. At that time the operator's day's work will start and eleven (11) hours later the spread time will end. After reporting, the list person falls into proper list position.

6. **Holidays:** (a) At least four (4) days prior to a holiday a list of all required work shall be, posted and a choice of work shall be offered to each operator from the top of the holiday seniority list to the bottom. (b) Operators at the bottom of the seniority list shall be required to work if they are needed to cover uncovered work. (c) A full-time operator who works a holiday shall be guaranteed a minimum of eight (8) hours holiday pay and compensated for time actually worked in addition, provided all holiday pay criteria are met.

7. **Rotation List:** (a) The Authority shall maintain a separate rotation list for each of the following:

1. Transit operators who are willing to work in addition to their daily schedule.
2. Transit operators who are willing to work their scheduled days off (Sunday - Saturday.)
3. Transit operators who are willing to work holidays regardless of the day of the week on which the holiday falls.
4. Transit operators available to perform work during emergencies after hours, who the Authority shall attempt to contact in order of seniority.

Rosters to be made available to elected Union officers when it has presented sufficient evidence that an error has been made.

Operators electing to participate in overtime rotations shall select work in order of seniority. Those not participating in overtime rotations may still be asked to perform overtime work, but only after all participating operators and spares have been exhausted. Only at the time of each general pick as specified in Section 4.C.1 may each operator elect to participate in overtime rotations. Operators who elect to participate in overtime rotations

shall be offered overtime when available and may accept or refuse daily. Operators who refuse overtime for three consecutive offers shall be removed from the rotation list until the time of the next general pick. In the event of an unforeseen emergency, operators shall notify the Authority in writing of temporary unavailability on a form provided by the Authority which will lock them in their current rotational slot and will not count against them under the provisions of this paragraph. The rotation will function in such a manner that no full time operator receives a second piece of overtime work from the same rotation until all other full time operators on the rotation have been offered work.

The Dispatcher will make every effort not to assign work that rightfully should have been offered to another full-time operator. If the Dispatcher bypassed an operator for the first time in a six (6) month period (Jan 1st through Jun 30th or Jul 1st through Dec 31st), no action would be taken provided the error was not brought to the attention of the Dispatcher in sufficient time for the Dispatcher to make the necessary adjustments. If the same operator were bypassed a second time in the same calendar year, that operator would receive the payment due him.

8. **Emergencies:** Emergencies shall be kept genuine. When an emergency does arise the first available full-time operator may be assigned to cover it.

9. **Disputed Work:**

- a. When an operator is assigned work that he/she feels is not rightfully or justly his/hers shall:
 1. So inform the dispatcher or Authority representative but not argue his/her case, and
 2. Notify the Union Business Agent or any Union official as soon as possible.
- b. When the Business Agent or other Union official is unavailable or does not have time to ascertain the facts before the time work is to be undertaken, the operator shall commence the work and not refuse it.

10. Work That Must Continue:

- a. Any operator and others engaged in work which must continue in order to serve the public shall not leave such work in case relief fails to report.
- b. When such a situation occurs, the operator shall notify the dispatcher on duty of the situation and shall be instructed of the action he/she is to take.

11. Emergency Telephone Numbers:

Each operator shall be provided a list of Authority officials and their telephone numbers to be called in an emergency and when the Authority offices are closed on Sunday.

12. A Late, Miss, or Forgotten Swipe

- a. 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.
- b. The parties agree that the time documented by the system and validated by the total time report/audit trail shall be considered as actual time punched for the purposes of payroll computation and "miss" tracking. The Authority will check the accuracy of the time clock each workday. The Authority will reset the time clock, as necessary.
- c. Any adjustments, additions or deletions within this agreement shall be subject to mutual agreement between the parties.

13. One Unpaid Break:

Should any scheduled run contain breaks less than sixty (60) minutes, such breaks shall be added to and paid for as part of such run. There will only be one unpaid break of sixty (60) minutes or more in the make-up of runs or assignments of list operators.

14. Lay-Offs and Returns:

- a. Should the Authority be obliged to reduce its force in a slack or dull period, the reduction shall be made on the basis of seniority with the last hired to be the first laid off. The Authority shall provide to affected employees fourteen days advanced notice.
- b. When the work again increases, the person last laid off will be the first to be re-employed in accordance with seniority.
- c. In order to retain seniority, each person recalled must return within two (2) weeks of the date of receipt of notice to return. The notice will be mailed to the operator's last known address as shown in the personnel file. The Union will be notified.
- d. Full-time operators do not have to accept school operator work to hold seniority for full-time operator recall.
- e. Any full-time operator who has been laid off will be offered the opportunity to perform spare transit work or school work. If work is accepted, said operator will be placed on the part-time school operator's roster according to original date of hire with continual employment. 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.
- f. Full-time operators will have first chance at recall to permanent work as work becomes

available, by seniority even if they did not accept part-time work because of a lay-off.

15. Sufficient Number of Operators:

In normal times the Authority agrees to employ sufficient number of operators to carry out provisions of the work schedules and to cover all regular runs/list work or special work so that no operator working a schedule shall be required, except in an emergency, to do other than his/her regular work.

16. Booking Off:

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 and to union.

b. Such registration shall not take place less than seven (7) calendar days prior to the date selected to be off duty.

c. Preference as to time off shall be given in seniority order and does not include Union Business.

17. Certificate of Record of Service:

a. An employee severing his or her connection with the Authority shall be granted upon request a certificate of record of service.

F. SPARE TRANSIT OPERATORS:

1. The intent of this classification is not to reduce the current number of full-time transit positions.

Management will post a notice on the employee bulletin board when position(s) are available. This list will have a maximum of six (6) spare transit operators. MTA shall be allowed to temporarily add additional spare operators in the event spare operators are used for 40 hour/week schedules on the Transit pick to cover full time absence at a 1 to 1 ratio. Upon removal of a spare operator from the pick, related additional spare shall be removed from the spare list immediately.

Spares that start an eight (8) hour schedule will be allowed to complete full eight (8) hours. This shall exclude reports.

2. Employees selected by seniority for an open spare position must be working both a morning and afternoon school run. Employees who have an AM Only, PM Only, SPTR, or ELL or are a list operator must forfeit their run and pick an available/open regular run if placed on active spare operator list. Spare positions will be offered to employees who voluntarily sign up. Eligible employees will be selected in seniority order. Employees selected will be placed on the "Active Spare List" according to seniority, below those currently on the list. Permanent full-time transit positions(s) will be offered by spare list seniority to spare transit operators before hiring outside applicants. Upon declining their first offered promotion to full-time, operators will be placed at the bottom of the "Active Spare List". Upon second refusal of promotion to full-time, operators will be removed from the "Active Spare List."
3. In the event that a full time employee is ineligible to participate in a pick because of medical reasons as outlined in Section 4.C.10, the Authority shall be allowed to fill the vacancy with the senior available spare operator(s) for the duration of the employee's absence or until the end of the pick, whichever is sooner. The senior spare operator(s) shall be placed at the bottom of the pick. The spare operator(s) shall be governed by all current CBA language in place regarding insurance benefits or to be placed on the overtime lists. In the event that a full time operator returns prior to the end of the pick, a bump pick shall occur beginning with the returning operator. The spare operator will then return to their normal spare position or selected school work. In the case of more than one spare filling in, the least senior spare will be returned to their normal spare position or selected school work.
4. The spare transit operator(s) will be placed at the bottom of the full-time list. The Authority, according to good business judgment and changing transportation conditions, will determine days off

weekly. All days off will be assigned by the preceding Friday at 3:00 PM. After 30 days there will be a full-time pick of schedules and list work.

5. Spare transit operators will be on probation for six (6) calendar months from the first day working as a spare. Probation will count concurrently with school. Employees who are demoted will be allowed to place their names on the next spare list but will not be allowed to replace themselves. Employees who are demoted and return as a spare operator shall begin a new probation period.
6. Spare operators employed one year or more with the Authority will receive full-time transit operator's pay wage when doing spare operators work. Employees with less than one full year of service with the Authority will follow the full-time progression rate to determine rate of pay.
7. Spare operators, who have completed probation and working all of their scheduled/assigned work with a minimum of at least four or more hours prior to and after a holiday, will be paid the same holiday(s) as full-time transit operators. Such operators will not be entitled to additional (dual) holidays as school operators for the same holiday(s).
8. Spare Transit Operators will earn one (1) day of sick leave for every 20 days worked of more than four (4) hours per day as a Spare Transit Operator, not to exceed a maximum of twelve (12) days for a twelve (12) month period.
9. Time worked as a spare operator will count towards wage and benefit progression and probation period, but will not be credited for purposes of the waiting period for health and life insurance eligibility.
10. Spare operators may be used on a daily rotating basis, by seniority, to cover any work that has been offered to full-time transit operators and remains uncovered.
11. Work of less than four (4) hours within an 11 hour spread will not be offered to day off full-time transit operators and may be covered by spare

operators if refused by available full-time operators working the same day (AM/PM schedules, etc.)

12. Available spare transit operators shall be required to cover all unassigned work before full-time operators are assigned under Section 4, emergency rules.
13. The Authority shall maintain two (2) separate rotation lists for each of the following as spare operators are needed:
Rotational weekly hold downs- refer to Section 4 D8; and Rotational daily work-refer to Section 4 F10 and F11. Spare Transit Operators may be used to fill full time vacation slots- refer to Section 4 D9.
14. Uniforms: Spare operators must wear an MTA approved uniform while doing transit work. Spare operators shall be provided upon addition to the active spare list initially, with five (5) shirts, three (3) pairs of pants and one (1) tie paid for by the MTA.

SECTION 5

PART-TIME SCHOOL BUS OPERATORS

All references in Section 5 to List Operators/Positions are not applicable through June 30, 2023.

A. DEFINITIONS - WORK RULES

1. **Part-time School Operator:** An employee who drives a school bus on a part-time basis without receiving benefits, except as otherwise specifically provided.
2. **School List Operator:** A school list operator will cover school schedules, misses, report work, school related charters or any combination thereof, subject to school operators work rules.
3. **Report Work:** An assignment to stand-by ready to perform schoolwork as specified by school operators' work rules.
4. **Special Transportation:** SPTR: a run serving pupils requiring special transportation. English Language Learners - ELL: a run specifically designated as ELL.

5. **School Run:** A school run shall consist of a trip(s) to or from a school(s).

6. **School Schedule:** A school schedule shall consist of a morning run/report/available work and afternoon run/report/available work.

7. **"AM Only" or "PM Only" Schedule:** The Authority will create as many school schedules as possible. The Authority will reserve at least two (2) AM-only and two (2) PM-only school runs as half-day schedules at each pick. Half day runs not picked in a run pick may be put together to make a whole school schedule.

8. **General Pick:** A school general pick is when all school operators shall make choices of school schedules or list work in order of seniority beginning with the most senior school operator.

9. **No-Bump Pick:** A no-bump pick is used to fill open schedules or list positions between general picks. When a schedule or list position opens, school operators may select an open schedule or junior list position or keep their existing schedule, beginning with the operator vacating the position and going down the seniority list.

10. **Permanent Vacancy:** A permanent vacancy occurs when a part-time school operator leaves the bargaining unit, or changes to a full-time position. Such vacancy shall be offered through a "No-Bump Pick" as described in Section 5.9.

11. **Temporary Vacancy:** A temporary vacancy occurs when a schedule is open due to operator absence for five (5) workdays or longer, or is known to be open for five (5) workdays, and shall be filled in accordance with School Operator Work Rules, Section 5. G. 13.

12. **Date of Hire:** Date upon which employee receives the first day of earned pay.

13. **Seniority Date:** Date after date of hire upon which employee furnished company with all required documentation for the position (i.e. CDL license, safety hours, and School Bus Certificate.)

14. **Charter:** A charter shall consist of a trip from a

designated starting point to a given destination and return for which the lessee shall pay a lump sum and no individual fares are collected. Such charters shall be under the direction of the lessee, subject to Authority Rules and Motor Vehicle Laws.

15. **Charter Swap:** List operators may request a swap of assigned charter work. Swaps are limited to one (1) per pay period and must be requested in writing and pre-approved by a supervisor. There will be no grievances, unfair labor practices, or demands for arbitration filled out for dispute connected with a swap. An example of a dispute would be an employee claiming that he or she could have had overtime if there had not been a swap of an employee's day off. This is a condition of this agreement.

B. **Part-Time Operators:**

1. **Part-time Operators Limited Employment:** Part-time operators are employed to transport pupils, and under contract in school line service, using yellow school buses. Part-time school bus operators will be utilized to perform all school related charter work in yellow school buses.

2. Work shall be on school days unless performing charter work, and shall not be subject to the vacations, holidays, pullout, turn-in, uniform allowance, accident, sickness, hospital, surgical, pension, or life insurance provisions of this agreement.

3. Driving time and on-duty time limitations shall be considered under current DOT regulations.

4. Part-time school bus operators seeking full-time transit operator positions shall apply for such positions according to Authority hiring procedures.

C. **Pay Basis:**

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

2. Part-time operators shall be paid only for the hours that they work with a minimum guarantee of two (2) hours including any continuous time.

3. All list operators will receive a four (4) hour guarantee per day when making the necessary reports. There will only be one unpaid break of sixty minutes or more in the make-up of work or assignments of part-time school list operators.

4. School operators who elect to work a charter on their day off, and pull the bus out of the garage, will be paid a minimum of four (4) hours for the day. If the charter is cancelled after the operator makes the necessary report they will be paid two (2) hours.

5. **Continuous Time:** All employees who have a break of less than 60 minutes either before or after their regularly scheduled or assigned work will be paid at continuous time without a guarantee of a minimum two (2) hours until the work is completed.

6. All active school bus operators, including those working AM or PM only schedules that are designated as long blocks will receive an annual retention bonus of \$2,000, payable in ten (10) monthly installments of \$200 during the first pay period of the month, September through June. Operators working AM or PM only schedules not designated long blocks shall receive \$1,000 in ten (10) monthly installments of \$100. To be active, operators must not be on an extended absence of ten days or more as of the first day of the calendar month. July 1, 2020 through June 30, 2023.

D. **Part-time Operators Seniority:**

1. After date of hire, part-time operators shall have seniority rights based on the Seniority Date. Time for seniority purposes does not accrue while in training. In the event more than one (1) operator provides all necessary documentation on the same day, seniority shall be determined by drawing cards numbered two (2) through nine (9), with low number taking the first seniority position. A Union representative shall be present when the cards are drawn.

2. Part-time school bus operators' seniority may be affected by a lay-off of full-time operators.

3. Part-time school bus operators might drop in seniority behind full-time operators accepting part-time work due to

a lay-off, as Per Section 4, Subsection E. (General Work Rules) paragraph 14. (e).

E. Protection of Seniority

1. A part-time school bus operator promoted to full-time operator under the Agreement, shall have ninety (90) calendar days to qualify as a full-time operator. Failing to do so, the operator will be returned to his/her seniority position on the part-time operators list.

2. Part-time school bus operators who qualify and accept a position as a full-time operator shall forfeit their seniority on the part-time operators' list and shall be placed at the bottom of the full-time operators' seniority list.

3. Upon becoming a full-time operator, the part-time school bus operator shall be entitled to all benefits of a full-time operator including seniority over all part-time operators. Such operators' seniority date will be the date of promotion to full-time operator.

F. School Operators' Pick:

1. One week prior to a "pick," transportation will be notified if an existing "SPTR or ELL Operator" is not desirous of picking a SPTR or ELL Run.

2. Three working days prior to the school general pick, the Authority shall post a summary of all schedules, SPTR and ELL schedules, and list positions. Five workdays prior to posting, the pick of new schedules will be shown to the Union Committee for review.

3. The pick shall begin with the senior part-time operator. Each operator shall have fifteen (15) minutes to pick.

4. Due to the uncertain nature of school schedules at the start of the school year, school operators will pick their schedules according to seniority: a) In a general pick beginning ten (10) working days prior to the start of the school year, and b) In a second general pick to take place within forty (40) calendar days after the start of the school year.

5. The number of list positions posted for pick shall not exceed twenty-five (25) percent of the number of AM and PM runs.
6. An operator picking an AM "SPTR or ELL schedule" must pick the corresponding PM "SPTR or ELL schedule." An operator choosing a SPTR or ELL run must plan to be available to compliment the run for the entire year. At the time of the second pick, these "schedules" will be offered down by seniority among the SPTR and ELL operators. The Authority will pay an additional one dollar (\$1.00) per hour to those school operators while performing the "SPTR or ELL schedules" with the operator having the privilege of retaining the same schedule at the time of the second pick (i. e., no bump pick.)
7. If the Authority employs at any time a greater number of part-time school operators than the number necessary to cover posted school schedules, SPTR and ELL runs and list assignments, the additional operators shall be given AM and PM report assignments, and shall fill open schedules before list operators.
8. A list shall be made available at the beginning of each general pick, allowing each school bus operator the opportunity to sign yes or no to performing additional school related work.
9. The Authority will maintain one extra work list for use during the school year and a second extra work list for use in the summer. Operators will then select which, if any, extra work they wish to complete on a given day. This list will function rotationally with operators only dropping when they receive work. When school operators are assigned work, they will drop in rotation order. Any operators signing up for extra work that is 2.0 hours or more in length and conflicts in part or in whole with their school run will be traded to the charter and MTA will cover the school run through existing protocols with regard to report operators (if any) and transit rotational work rules.
10. A school bus operator shall be permitted to pick an AM and PM school schedule, report or list, as available. The part-time list operator must be available for both the AM and PM work and must have completed six (6) months of

active service.

11. Summer Work: Four (4) weeks prior to the end of the school year, a sign-up sheet shall be posted for operators wishing to work extra work including charters during the summer vacation. Work will be offered on a rotating basis.

12. At the conclusion of a general pick, list operators will choose open school runs (full runs prior to AM/PM only) until all school runs are filled. The number of list operators to choose open runs shall be equal to the number of open runs, they shall choose open runs in seniority order top down and they shall be released from runs in seniority order top down. When a driver becomes unlocked, their run shall be offered in a no-bump pick to all list operators starting with the next junior operator down, until all runs are filled.

G. School Operator Work Rules:

1. School list operators will cover school schedules, misses, report work (only after all report operators have been utilized,) and school related charters, or any combination thereof, occurring prior to 3:15 PM on school days.

2. When the number of charters exceeds the number of available list operators, list operators must select out-of-area trips by seniority prior to selecting area charters, one-way charters, or other available work.

3. Report operators in reverse seniority order will be used first to cover an open schedule. Available list operators in reverse seniority order will be used next. In the event all school list operators have been assigned school related work, and a school schedule remains uncovered, then a transit operator can be used to cover that school schedule.

4. School list operators locked into a school assignment shall retain list rights and be eligible to choose list work not interfering with the assigned run, until the list operator is released from the lock-in or chooses to retain the run for the duration of the pick.

5. School list operator(s) who are locked into a SPTR or ELL assignment shall receive the SPTR or ELL pay premium of fifty (50) cents hourly, but for the hours worked in the SPTR or ELL assignment only.

6. Pick of list work shall be in seniority order beginning with the senior list operator at 8:30 AM one (1) working day prior to the day of work, and it shall be completed by 3:00 PM one (1) working day prior to the day of work. Operators who have not left choices with the dispatcher and who are not available when it is their turn to pick, will be passed over and will be assigned to remaining work. Operators who have already chosen a charter or had a charter cancelled, shall not be allowed to bump.

7. List and report operators will pick their report times no later than 3:00 PM the day prior.

8. All school charters reporting at 3:30 PM or later shall be offered one day prior to work being performed. This work will be offered from the rotational list to all school bus operators available, with the list operators being asked only if they are not scheduled. A school bus operator on the rotational list will be dropped if: (a) They fail to report for their regular assignment or charter, (b) their charter is cancelled but they receive compensation under contractual guarantee, or (c) they refuse the work. Drivers who were not available (i.e., absent or list driver having previous assignment) due to prior work assignments will maintain the spot on the rotational list and will be the next asked when needed. Any charter work that becomes available after 3:00 PM the day prior will be filled from the rotational list when possible. Insofar as it is possible, posting of work shall be kept intact.

9. In the event that a permanent vacancy occurs, the uncovered school schedule shall be offered down the seniority list in a no-bump pick beginning with the next junior operator. If refused, it shall be assigned to the bottom school list operator. If the Authority hires any additional school bus operators through the duration of a pick in question, the bottom list operator will have the option to keep the school schedule (and vacate the list position) or pass it down.

10. In the event a permanent vacancy of a list position occurs, the uncovered list assignment shall be offered down the seniority roster from the top of the roster in a no-bump pick, and the new list operator choosing list work will go to the bottom of the list. Company seniority will prevail for all future general and no-bump picks.

11. When a school schedule is open for five days, or is known to be open for five days or longer, the temporary vacancy shall be assigned to the junior report operator, and if no junior report operator is available, then the junior list operator as a lock-in. When the regular operator returns, they will return to their regular assignment and the operator on lock-in will return to their prior assignment.

12. Operators selecting AM/PM only schedules may elect to work the opposite half day school schedule in seniority order without dropping on the rotation list. Extra work shall be available to all operators choosing to perform additional work. All available work shall be posted by 3:00 PM two (2) working days prior to the day of work, and it shall be completed by 9:30 AM one (1) working day prior to the day of work. Operators wishing to work must sign the charter sheet for additional work during this time. Work will then be assigned based on seniority and previous dates work, starting with the employee who has gone the longest period of time without working extra work. If two or more employees have the same date of the last date worked, work will be assigned in seniority for those operators involved.

13. The Dispatcher will make every effort not to assign work that rightfully should have been offered to another part-time operator. If the Dispatcher bypassed an operator for the first time, no action would be taken provided the error was not brought to the attention of the Dispatcher in sufficient time for the Dispatcher to make the necessary adjustments. If the same operator were bypassed a second time, that operator would receive the payment due him. This is to be effective for a six month period, i.e., January through June and July through December.

14. The MTA will offer work to the regular school schedule operators first when there is a problem between the School District and a regular assigned school bus operator. If

another school operator wishes to accept this "problem schedule," an "even exchange of runs" will be allowed. If not, the run will then be offered by seniority through the school bus operators "list."

H. Part-time school bus operator benefits:

1. Part-time bus operators may, if so desired, receive a seasonal uniform coat once per contract period from a vendor of the Authority's choosing with the Authority paying for the cost of the coat. Authority will provide at least one heavy and one light coat option". The Authority shall specify shoe requirements. Part-time bus operators shall receive up to a \$50.00 reimbursement per school year upon providing receipt for approved shoe purchase. Shoes must be presented for approval.

2. Part-time school bus operators may request a pay-less leave of absence that may be granted at the discretion of the supervisor. If the leave of absence exceeds or has been approved to exceed forty-five (45) days, except in the case of maternity leave, the operator shall lose rights to his/her current run. The run will be made available in accordance with work selection rules in place at such time. Upon return from the leave, the operator will select work from runs unassigned at the time of return. All leaves must be complete by the second (2nd) pick of the following school year. An operator on an approved leave of absence shall retain his/her Union seniority.

3. Part-time employees will earn four hours of perfect attendance each month, which may be used as personal time (in two or four hour increments) with prior approval. Any unused earned time will be paid out in the last pay period in June or the employee may opt to carry over up to four (4) hours to the next school year.

4. All part-time school bus operators will be given the option for inclusion in the MTA group health insurance and dental plans. The full premium will be paid by the employee. The monthly premiums to be calculated over twelve months and paid over a thirty-nine week period.

5. The Authority will pay for time lost by school operators during the Workers' Compensation waiting period, when time is lost by a school operator due to a job-related

injury for which an injury-on-the-job report has been filed within seven (7) calendar days of the date of the injury. Payment will be made by the Authority on the scheduled payday for the pay period in which the report is filed. If the injury-on-the-job claim is denied after the Authority has made the payment, the operator must reimburse the Authority for the amount paid.

6. Bereavement leave with four hours pay for death in the family. Refer to bereavement leave of full-time employees, Section 8.#2. "Death In The Family."

7. Only allowances in paragraphs 3 and 4 of Section 11. A. shall be paid part-time school bus operators.

8. Part-time operators will be paid 4.0 hours of pay for the first snow day for which school is cancelled each school year.

I. Vacation:

Part-time operators who work a twenty (20) hour week will receive a twenty (20) hour week vacation. Part-time operators who work a ten (10) hour week will receive a ten (10) hour vacation as follows:

Four years of service	-	one week
Eight years of service	-	two weeks
Twelve years of service	-	three weeks
Sixteen years of service	-	four weeks

Determination of what is a ten (10) hour or twenty (20) hour week will be based upon the prior year of the operator's schedule (i.e., either an AM or AM/PM school run.) In order to qualify for a vacation, school bus operators must have worked a minimum number of days during the previous school contract year.

- a. Employees with four years of service must work one hundred forty-four (144) school days to qualify for a week's vacation.
- b. Employees with nine years of service must work seventy-two (72) school days to qualify for each week's vacation.

- c. Employees with fourteen years of service must work forty-eight (48) school days to qualify for each week's vacation.
- d. Employees with twenty years of service must work thirty-six (36) school days to qualify for each week's vacation.

The "vacation weeks" to be taken during a regular scheduled school vacation period. Employees with four weeks vacation will receive that weeks' vacation pay at the end of the school year (this week cannot be taken during the school period.)

J. **PAID HOLIDAYS:**

- a. Part-time school bus operators shall be paid eight (8) holidays; Martin Luther King Jr Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day and Presidents Day. They shall be paid four (4) hours pay for each of these Holidays. Employees shall work all scheduled hours on their last scheduled workday preceding the holiday and shall work all scheduled hours on their first scheduled workday following the holiday in order to receive holiday pay. Employees who are excused from work early on the day before or the day after the holiday, as long as they have made all report times, shall be paid for the holiday.
- b. For the purpose of this provision, court appearance for the company, jury duty, paid time off, FMLA and military leave shall count as time worked. Operators will receive credit as days worked for any regularly scheduled school day canceled because of COVID-19 through June 30, 2022

(Scheduled hours shall mean all hours the employee has agreed to work or has been assigned to work on any given day. Scheduled workday shall mean any day an employee has agreed to work or has been assigned to work.)

- K. **Termination of Employment:** An employee severing his/her connection with the Authority will be paid the following accrued benefits: unused personal time, unused bonus hours, unused perfect attendance hours, and unused vacation hours.
- L. **Non-CDL:** It is MTA's intent to use this classification as a

method for reducing the shortage of school bus operators. This intent is to unlock List operators currently locked into school runs which would allow them to cover charters and athletic activities. Available members of management will remain last resorts for coverage, driving only when rotational/list options are exhausted but prior to forcing work on a bargaining unit position as outlined in the CBA. Seniority will operate independently of other classifications. Vacant spare operator positions will continue to be open by seniority only to full School Bus Operators, not the new classification. Operators in the classification would not be eligible for Charter work unless qualified to operate the vehicle and then only subject to negotiated work assignment order

There will be a maximum of ten (10) non-CDL operator positions. A maximum of five (5) of these original positions will be available to current school bus operators in seniority order. These five (5) operators shall be grandfathered in with their current wages and benefits intact. They will also retain their current seniority with regard to charter rotations. The grandfathered positions originally selected will be available each August for selection in the general pick. Once selected, an operator retains rights to the run for the duration of that school year. February 12, 2016 or earlier shall be the date of hire eligible to select a non-CDL schedule under the grandfathered terms. All operators from a higher classification will retain their pay rate when covering lower classified work. This includes school and transit. Newly hired trainees will now receive \$12.00 per hour, until successfully completing all required training. Non-CDL school bus operators will have preference when filling CDL school bus operator positions.

- M. The agreed order of filling vacant school work assignments prior to forcing any work will be School List, School Report, Rotational AM/PM School Operators, Transit List, Transit Report, Rotational Transit Day Of Overtime, Day Off/ Vacation Transit Rotational if work is 4.0+ hours in duration Available Utility, Available Management.

SECTION 6
MAINTENANCE EMPLOYEE

A. WORK RULES:

1. **Basic Work Week:** 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.
2. **Overtime:**
 - a. For work performed after forty (40) hours per week, employees shall be paid at the rate of time and one half the hourly rate of pay. Any work performed after eight (8) hours shall be guaranteed minimum of two (2) hours. For the purpose of this provision, holidays shall count as time worked.
 - b. Employees who have chosen to sign up for overtime work shall be on a rotational basis according to seniority classification and availability.
 - c. A list shall be posted and kept up-to-date of all employees who have worked beyond their schedule and the date.
 - d. Work on days off, subject to the provision of Section 6. A. 2. a. will be guaranteed eight hours (8) pay minimum. Work for less than eight hours may be mutually agreed to between employees and supervisors. A list by rating shall be posted for those desiring overtime work; they shall sign up at the time of the general picks. Employees who have refused overtime will drop to the bottom of the list. Maintenance employees who refuse such work three times in a ninety (90) day period shall have their names removed from the overtime list until the next general pick, unless they sign a register book provided in the Supt. of Maintenance's office, so that employees may take their name off the overtime list not later than seventy-two (72) hours prior to the start of the shift from which they are to be excused.
 - e. Work plowing snow will pay four (4) hours minimum

subject to the provision of Section 6. A. 2. a., for those employees called in to work. Employees will be paid at a rate of time and one half if called in to plow on a holiday, with a minimum of four hours.

The plow list shall have a minimum of two (2) qualified employees from the Maintenance Department. Should two employees not place their names on the plow list, the junior employees qualified to plow in the Maintenance Department will have their name(s) placed on the plow list.

All employees will be trained in the use of all snow plowing equipment during normal business hours.

- f. The Authority shall establish a standby system. An employee on standby at home shall receive \$50 for each day on standby, and if called in the employee will be guaranteed a minimum of four (4) hours of pay.

3. **Breaks:** Included in each working day for Maintenance employees shall be:

- a. A fifteen (15) minute coffee break.
- b. Ten (10) minutes to wash up, immediately prior to the end of the shift.

4. **Shifts:**

- a. When the Authority chooses to employ several shifts, it shall do so in the following manner:
 - (1) Each shift shall have a posted starting and ending time.
 - (2) Each shift shall consist of 8 1/2 continuous hours.
 - (3) There shall be one-half hour unpaid lunch break on each shift in which no work is required.

- (4) If a maintenance employee does any work on his/her lunch break between the fourth and sixth hour on the shift, he/she shall be paid for the thirty (30) minutes at time and one-half.

5. Choice of Shift and Days Off:

All Maintenance employees shall have at least four (4) picks per calendar year. At least three (3) calendar days prior to the effective date of the pick, there shall be posted a list of shifts, the number of classifications required on each shift, the number of employees required in each classification and the days off and further provided that four of the picks shall coincide with the picks of the transit operators as provided in Section 4. C. 1, while the number of picks are unrestricted.

The pick shall include a "spare person" or "persons" to cover corresponding missing positions for people who are out of work due to sickness, vacations, etc. The spare persons' schedule and days off will change from week to week in the event he/she must cover for anyone, as directed by Management.

In the event that the "spare person" in any classification or group of classifications is unavailable, the position will be offered by seniority within the classification. If all employees pass then the most junior person, in the classification, will be assigned.

At any time a higher classification will be required to work in a lower classification but will maintain his/her particular rate of pay.

6. Uniforms Furnished:

- a. Each maintenance employee shall be furnished with at least six (6) pairs of laundered coveralls or work pants and work shirts each week.
- b. Wet weather gear shall be available for wet conditions either inside or outside the working area.

- c. The Authority will pay 100% of the cost, every second year, of a winter jacket or insulated coveralls. These items to be made available in November.
- d. In addition to uniforms provided with 6. a. above the MTA shall provide maintenance, in each contract year, with five (5) T-shirts with pockets to be worn as MTA uniform during the months of June, July and August, weather permitting. Employee shall be responsible for laundering of said T-shirts.

7. Advances in Classification:

Promotions within the Maintenance Department shall be based on qualifications and the individuals' ability to perform the work necessary of the classification to which the employee is to be promoted and on the company's determination, as to the number of employees that are required in each classification. If a classification becomes vacant and there is no one qualified to fill that vacancy, then management may leave it vacant or hire from outside the department.

If a senior employee is passed over for promotion by someone in the same or lower classification and feels he/she has equal or better qualifications and ability to perform the work and wishes to protest the promotion, then there shall be a fitness and qualification test between the two individuals to establish the most qualified employee. This test may be a written exam, or a hands on job knowledge test or both. See Section 2., paragraph F, for the procedure.

If there is no one in the maintenance department qualified to fill the position needed to be filled, then the MTA must look to the outside to find a qualified person.

8. Holidays:

- a. On holidays a list shall be posted of the number of maintenance employees required on each shift and in each classification.

b. For holidays there shall be maintained a seniority list of employees who would have been scheduled to work on such a day if it had not been a holiday and the employees required to work on such day shall be chosen from said list in order of seniority with the most junior employee having to work in the event more senior employees refuse to work.

9. **Special Tools and Equipment:** The Authority shall provide special tools and equipment in sufficient quantity for the number of employees required to use them or to accomplish the prescribed work. Special tools are: 3/4" or larger pneumatic guns, hydraulic jacks, etc. Equipment provided by the Authority will be brooms, mops, soap, towels, rags, batteries, flashlight bulbs, air hoses and creepers.

Utility employees must have some basic mechanics tools as outlined by the Shop Manager by the end of their ninety (90) calendar day probationary period. It is also expected that all Utility personnel will continue to build his/her tool collection towards that of a full Mechanic.

10. **Clothing Allowance:** The Authority will provide an allowance of \$175 per year for the purchase of approved safety footwear at authorized outlets. Safety shoes must be worn at all times while on duty. This is an OSHA requirement and must be adhered to. Each employee who receives a shoe allowance must have purchased safety footwear within the first ninety (90) calendar days of the beginning of each contract year or on the date of hire for new employees.
11. Mutual discussions will be held between management and the Union in the setting up of a pick work schedule.
12. When the Shop Manager designates an employee as the person in charge of any shift, such employee shall receive, in addition to his/her regular pay, one dollar (\$1.00) per hour.
13. **Tool Allowance:**

Each Class A and Class B Mechanic shall receive a \$400 tool allowance each contract year. Class C Mechanic

shall receive \$300 and a Utility person shall receive \$200 each contract year. All tools purchased with these monies must be approved as being job related by the Shop Manager. Reimbursement will be made with proof of purchase only.

Qualifications for a Second Level Mechanic (Class B):

This individual is qualified as a general bus mechanic including repairs of all systems and replacement and adjustments of components as necessary. He/she must possess all licenses or certificates to perform such work as directed, and must be able to work with a reasonable amount of supervision. Also taken into consideration would be work habits, attitude towards your job and fellow employees, good evaluation reports, and time in service.

Continuing education in job related courses would surely aid in your efforts to reach higher goals. At your request your supervisor will help you pick some courses that will be most beneficial to you.

The Authority will reimburse an employee for schooling in an approved job related course up to \$500.00 for an "A" grade average. "A" and "B" will pay 85% and "C" will pay 75%. Anything under a "C" there will be no reimbursement at all.

Tools needed by a Utility person by the end of thirty (30) calendar days are at the very minimum as follows:

- 1 - 12 piece standard combination wrench set size 1/4-7/8
- 1 - 10" adjustable wrench
- 1 - 12 oz. ball pein hammer
- 1 - 8" slip joint pliers
- 1 - 7" arc joint pliers
- 1 - 7" diagonal cutting pliers
- 1 - Electrical strip and cut pliers
- 2 - Philips screwdrivers - 1 small and 1 medium
- 2 - Common screwdrivers - 1 small and 1 medium

The tools above should not total over \$150.00.

Qualifications for Entry Level Mechanic C: Courses in basic automotive mechanical theory recommended by or

approved by the Superintendent of Maintenance such as, but not limited to, theory on the internal combustion engine, transmission, brakes, electrical and emission.

On the job training, work habits, attitude towards your job and fellow employees, good evaluation reports and time in service. Utility employees will have two evaluations each year, and Mechanics A, B, and C will be evaluated once each year.

An evaluation will never result in any discipline.

14. Union members, when so directed, shall unload stock or work in the stock room only to assist the stock clerk, not to replace the clerk.

15. Vacation Pick:

- a. All employees may split up one of their earned week's vacation into days. The five days will be treated the same as personal or bonus days. Request for said day will be at the discretion of the Superintendent of Maintenance.
- b. 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.

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

The five days split must be used or requested to be used and approved by November 25th of the current year.

16. Medical Appointments:

Employees will be allowed time off for medical and dental 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 Authority.

SECTION 7
WAGES

A. Pay checks will be available after 3:00 PM on Thursday of each week following the close of the previous pay period. The hourly wage percentages for employees covered by this agreement shall be as follows:

B. **OPERATORS, FULL-TIME TRANSIT:**

The progression rate to be implemented for all new employees:

- 90% of top operators rate for first six (6) months.
- 95% of top operators rate for second six (6) months.
- 100% of top operators rate after completion of twelve (12) months of service.

MAINTENANCE DEPARTMENT:

The progression rate to be implemented for all new employees:

- 90% of the assigned classification rate for first six (6) months.
- 95% of the assigned classification rate for second six (6) months.
- 100% of the assigned classification rate after completion of twelve (12) months of service.

All rates are based in the prevailing top transit operator wage rate.

OPERATORS, PART-TIME: Both CDL and non-CDL

The progression rate to be implemented for all new employees:

- 90% of top school bus operators rate for first six (6) months.
- 95% of top school bus operators rate for second six (6) months.
- 100% of top school bus operators rate after completion of twelve (12) months of service.

All one-half (1/2) cent amounts will be rounded to the nearest whole cent.

When one-half cent amounts are calculated for all employees, .49 will be rounded down and .50 will be rounded up.

Part-time operators promoted to full-time operators will be paid at the same percentage of the full-time operators' rate of pay as they had been paid of the part-time operator's rate of pay as part-time operators.

In the event Management has difficulty recruiting new part-time operators, Union and Management may choose to renegotiate a wage increase or temporarily implement a sign on bonus.

BASE WAGE RATES:

Full-time Transit:

Effective July 1, 2020 through June 30, 2021 the top full-time Transit Operators' basic rate of pay is \$23.16

Effective July 1, 2021 through June 30, 2022 the top full-time Transit operators' basic rate of pay is \$23.72

Effective July 1, 2022 through June 30, 2023 the top full-time Transit operators' basic rate of pay is \$24.44

Part-time School:

CDL:

Effective July 1, 2020 through June 30, 2021 the top part-time CDL operators' basic rate of pay is 19.52.

Effective July 1, 2021 through June 30, 2022 the top part-time CDL operators' basic rate of pay is \$20.40

Effective July 1, 2022 through June 30, 2023 the top part-time CDL operators' basic rate of pay is \$21.32

Non-CDL:

Effective July 1, 2020 through June 30, 2021 the top part-time Non-CDL operators' basic rate of pay is \$16.72

Effective July 1, 2021 through June 30, 2022 -the top

part-time Non-CDL operators' basic rate of pay is
\$17.48

Effective July 1, 2022 through June 30, 2023 -the top
part-time Non-CDL operators' basic rate of pay is
\$18.26

The Authority will be responsible for installing clocks in
all school buses.

C. **MAINTENANCE EMPLOYEES:**

The wage scale for all maintenance employees shall be as
follows:

- Class A Mechanics/Body, Chassis Repairman
115% of top full-time operators' rate.
- Class B Mechanics
105% of top full-time operators' rate.
- Class C Mechanics
100% of top full-time operators' rate.
- Utility
80% - 90% of top full-time operators' rate.

Utility Person shall receive 80% of top full-time
operators' wage for the first six months of employment, 85%
for the second six months of employment, and at the end of
one year all Utility employees will receive 90% of the
operators' wage.

When the Supt. of Maintenance designates an employee as the
person in charge of any shift, such employee shall receive,
in addition to his/her regular pay, one dollar (\$1.00) per
hour.

D. **PAID HOLIDAYS** (see Section 10 - Holidays)

E. **OVERTIME:**

Full-Time Operators:

(This "Overtime Work" below carried into Wage Section -
duplicate of Section 4, E. 3.)

Overtime Work: Hours worked by any employee in excess of forty hours per week shall be compensated at one and one-half times their regular rate of pay.

1. Such work with less than 60 minute break beyond the regular schedule will be paid as continuous time.

2. For work that has ninety (90) minutes or more before the beginning or after completion of the regular schedule, the employee shall be guaranteed a minimum of two (2) hours pay and thereafter what they earn. Employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week.

3. All operators who complete their regular basic workweek will be paid at the overtime rate of one and one-half times the regular rate for time worked on the two days normally scheduled as their days off. Lists will be posted and kept up-to-date for all employees who work overtime.

a. Operators working on days off, and on time in excess of their regular schedule shall be informed when asked to work, what the work is, the time involved, and the destination of a charter.

4. The Dispatcher will make every effort not to assign work that rightfully should have been offered to another operator. If the Dispatcher bypassed an operator for the first time, no action would be taken, provided the error was not brought to the Dispatcher's attention in sufficient time for the Dispatcher to make the necessary adjustments. If the same operator was bypassed a second time, that operator would receive the payment due him. This is to be effected for a calendar year.

5. Regular operators or list operators assigned to work for regular operators who are required to work time in excess of the daily schedule time of the particular run involved, shall be paid for such additional time. Such work shall be paid as continuous time or in the event that there is a break of an hour or more, such employee shall be guaranteed a minimum of two (2) hours pay and thereafter what they earn.

6. A list will be posted and kept up-to-date showing positions of each operator signed up for overtime. Such

lists will work on a revolving basis. As an operator is used or refused to be used, they shall go to the bottom of the list and move toward the top. No operator will be taken off a regular run to do charter, special, or school work unless done so in the event that management is needed to drive.

F. **Maintenance Employees:**

(Items 1 and 2 below are carried into Wage Section - duplicate of Section 6. 2.a & 2.e.)

1. Hours worked by any employee in excess of forty hours (40) per week shall be compensated at one and one half times their regular rate of pay.
2. Work plowing snow will pay four (4) hours minimum for those employees on the plow list.

G. **RECORDING TIME:**

Start Time: All employees must swipe the Authority's time clock at designated starting times. Maintenance personnel must swipe time clock on lunch breaks.

Turn In: All employees shall be required to swipe the Authority's time clock at the conclusion of each day's work.

- a. Operators are required to make tabulations either of passengers, mileage, or both. Maintenance personnel are required to fill out work orders or any other paperwork as directed by Maintenance Department as presently required.
- b. Failure to provide the Authority with necessary paperwork and reports may result in discipline.

The office shall notify the member if time changes are made on the members' time sheet.

H. **TRAINING:**

The employees' regular hourly rate of pay, without continuous time, shall be paid for attendance at any class or training course employees are required to attend. Union members working as certified trainers shall receive eighty-five cents (\$.85) per hour effective July 1st 2017, and ninety-five cents

(\$.95) per hour effective July 1st 2018, additional when working as such, and those working as non-certified trainers an additional sixty cents (\$.60) per hour, effective July 1st 2017.

SECTION 8 FULL-TIME BENEFITS

1. DISABILITY PLAN-SICK PLAN:

A. Full-time employees will accrue three-quarters (3/4) of one (1) day, six (6) hours per month, on the first day of each month. Maximum accrual will be capped at one hundred (100) days. Employees with more than 100 days as of 7/1/20 will retain overage balance. At the end of each calendar year employees who have a minimum of six (6) days of that years accrual remaining, shall have the option of cashing in any of the six (6) days for one half (1/2) pay with remaining days being credited to the employees sick bank. The request to cash in days shall be made by November 15, of each year, with payment made in the last pay check of the calendar year.

B. Available paid sick leave will begin on the first day of absence, with a physician's note unnecessary. Points will be assessed for paid sick leave as described in this policy. The Authority will deduct from the employee's sick bank actual hours off due to sickness or injury, to a maximum of forty (40) hours of pay per week.

C. If an employee is absent due to an approved Worker's Compensation case, or an approved short term disability claim, the employee shall receive five (5) hours of sick pay per pay period in addition to Worker's Compensation or short term disability benefits provided they have the hours available.

Employees shall reimburse the MTA for all sick hours/days received from workers compensations check(s) within seven (7) days.

D. When an employee who is off work due to illness or injury has used the full amount of his/her sick leave or has been unable to work for ninety (90) calendar days, whichever is later, such employee will present a physician's statement giving the probable date of return to work. If the employee does not present such a statement, they will no longer be considered an employee and will be paid all remaining benefits due them. An employee with an extended illness or injury will maintain all Authority benefits for eight months with any absence in place as of 7/1/20 considered grandfathered at nine months of coverage. Employees who are out sick or injured and not on approved FMLA sickness or injury will not have the sickness or injuries days deducted from their FMLA leave.

At the end of eight months, Authority paid benefits will cease. During the remaining eleven or thirteen months of absence as applicable, the employee will only maintain classification and seniority rights. Twenty-one (21) months after the absence began, Nineteen (19) months for absences commencing after January 1, 2021; such employee will lose classification and seniority rights and no longer be considered an employee.

E. Employees off work due to injury may return on light duty status provided it falls within the restrictions of the physician's release and that such light duty work is available.

F. Coverage for new full-time employees, who have not performed spare operator work, begins after three (3) months of employment.

G. Employees off on sick leave or injury leave will accumulate sick leave but will not be eligible to use it until they return to work at full duty status.

H. Employees who are out on approved FMLA leave and who have available earned time, shall be required to use such available earned time concurrently with the approved FMLA leave in the following order: sick time, perfect attendance days, personal day and birthday. The use of vacation time shall be at the employees' option. Sick time will only be paid in the event that the FMLA event is for the employees own illness or injury.

I. The Authority will provide short-term disability to full-time employees. The benefit provided shall provide for 66 and 2/3 percent of weekly earnings up to \$1000.00 for twenty-six (26) weeks. The benefit will be available on the first (1st) day for an accident and the eighth (8th) day for illness. The eligibility for benefits shall be subject to the specific terms of the policy which shall be administered by the insuring Company.

2. **DEATH IN THE FAMILY**

Time off with pay will be allowed for death in the employee's family, namely; father, mother, spouse, life partner, children, sisters, brothers, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, and foster parent.

Bereavement Leave:

Five (5) consecutive workdays with pay shall be allowed for death of an employee's spouse, mother, father, son and daughter. Up to three consecutive workdays with pay shall be allowed for death of the other listed relatives. All employees may take, at employee's option, up to an additional five (5) paid or unpaid days of leave, depending on the availability of earned time, for which the employee shall not receive any points. Spare(s) will be added to bottom of the list for the duration of any extra days taken.

Three (3) consecutive workdays with pay for the death of an employee's foster parent, maximum career occurrence of twice, with documentation of placement and obituary.

3. **LIFE INSURANCE**

- a. The Authority will pay 100% of the cost of the policy value at fifty thousand dollars (\$50,000), with \$25,000 AD&D that is now in effect up to age 65 at which time coverage will be reduced in accordance with underwriting criteria.
- b. Employees retiring at age sixty-two (62) or thereafter with twenty-five (25) years or more with the Authority

will retain a five thousand dollars (\$5,000) policy paid by the Authority. No employee hired after October 13, 1998 would be entitled to this benefit.

- c. Employees retiring before the age of sixty (60) on total disability will receive a paid-up twenty-five thousand dollar (\$25,000) life insurance policy, with \$25,000 AD&D, (as per terms of the policy.)
- d. Life insurance coverage will begin for full-time employees seeking this option the first of the month following completion of the probationary period.

4. **HEALTH INSURANCE**

- a. The Authority will make monthly payments toward a Lumenos high deductible plan with deductibles of \$2,000 for single and \$4,000 for plus 1 and family plans. The value of the Authority contribution shall be 85% of the premium. The remaining premium shall be paid, through pay-roll deductions by the employee.

In addition to the above, the Authority shall contribute \$1,750 for single coverage, \$3,500 for plus 1 coverage, and \$3,500 for family coverage into the employee's Health Savings Account (HSA). This contribution shall be made on July 1st of each calendar year."

When an employee completes probation, they will receive a prorated amount of MTA contribution to their HSA account based on the number of calendar months remaining until the next regularly scheduled contribution.

For the health benefits during any plan year of this contract, if the health plans' projected cost of benefits exceeds the cost of the benefits during the prior plan year by more than 20%; the Authority and the Union will meet and agree on the means to keep the actual cost increase within 20%.

- aa. Employees who have other coverage directly or through a spouse and elect not to have coverage

through the MTA shall be granted a payment based on the employee's eligibility status (refer to payment schedule in items 2. a. b. c.) for Matthew Thornton Blue or successor POS plan or a lesser cost plan should the employee be enrolled in such lesser cost plan at the time of exercising this option. The lesser-cost provision shall also apply to eligible new hires exercising this option. The opt out option may be exercised during the annual enrollment period or at the time a new hire becomes eligible for health insurance. Payments for this option shall be paid during the first pay period in July and January. The payment to new hires may have to be prorated, depending on when their eligibility starts. (Example: If a new hire becomes eligible for health insurance on September 1st, they would not be paid for July and August.)

1. Employees who have already elected to not have coverage through the MTA will also be covered by this provision.
2. To determine an employee's status for health insurance coverage, which has already elected not to have coverage through the MTA, or for new hires that become eligible for coverage, their payment shall be determined as follows:
 - a. Should the employee be single (single coverage), he/she shall be paid \$600.00 per year.
 - b. Should the employee have a spouse and no other dependents (self/spouse coverage) or one child (self/child coverage), he/she shall be paid \$1,200 per year.
 - c. Should the employee have a spouse and dependent child, or no spouse and dependent children (family coverage), he/she shall be paid \$1,800 per year.)
3. Proof of insurance must be given to the employer each year in order to be eligible to be covered by the insurance "buy out."

4. Employee must notify employer of any change of eligibility status.
- b. Health insurance will begin for full-time employees seeking this option the first of the month following completion of the probationary period.
- c. An employee who retires under the options of the Authority Pension Plan, and to receive the provision of 4a, the employee must have attained the age of 62 or more, completed 20 or more years' service with the Authority, and is employed by the Authority at the time of retirement. Employees hired/promoted for full time positions after June 30, 2017 shall require the age of 65 and 20 years of service to retire under these provisions.

Terminated employees, who are rehired, will have their service date commence at the date of rehire.

- d. The Authority will make monthly payment of 90% for the employee-only, towards the dental insurance plan mutually agreed to between the Authority and Union.

5. **PENSIONS:**

- a. The Authority and Union will continue the Pension Plan substantially as presently in effect. Effective July 1, 2021, payments by the Authority shall be \$1.25 per hour and payment by bargaining unit members shall be \$1.00 per hour. Effective July 1, 2022 payments by Authority shall increase to \$1.50 per hour and payments by bargaining unit members shall increase to \$1.25 per hour for a defined contribution plan.
- b. All contributions will be based on a forty (40) hour workweek.
- c. Regular meetings will be held by the Pension Committee to conduct the affairs of the Pension Committee.
- d. Full-time employees will become members of the pension fund after ninety (90) calendar days of employment.
- e. Full-time employees, and part-time employees with more than one (1) year of service, will be eligible to

participate in the Mass Mutual or its successor, if they so desire.

- f. All costs and expenses incurred by the Plan, including wages of Pension Committee members related to the execution of their duties regarding the pension plan, shall be mutually agreed to in writing between the parties and approved at regular meetings of the Pension Committee and paid for by the monies held in such Pension Plan accounts.
- g. Employees retiring must give thirty (30) calendar days' notice of this intention.

6. **C.O.P.E.:**

The employer agrees to deduct and transmit, C.O.P.E., ATU Local 717 for transmission to the Amalgamated Transit Union Committee on Political Education, (ATU-COPE), the amounts specified by each employee from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the ATU-COPE.

**SECTION 9
VACATIONS**

- A. All full-time employees who have been employed twelve (12) consecutive months in a full-time position shall be entitled to two (2) weeks' vacation with pay in each following calendar year. For calendar year 2020 only, employees on involuntary paid administrative leave shall have such leave considered hours worked with regard to vacation accrual.
- B. All full-time employees completing seven (7) years of continuous service in any year shall be entitled to three (3) weeks' vacation with pay in such calendar year.
- C. Effective with the 2015 vacation pick, occurring in December 2014, all full-time employees completing twelve (12) years of service in any calendar year shall be entitled to four (4) weeks' vacation with pay in such calendar year.
- D. Effective with the 2015 vacation pick, occurring in December 2014, all full-time employees completing twenty (20) years of service in any calendar year shall be entitled to five (5) weeks' vacation with pay in such calendar year. Operators

with at least five weeks of vacation may elect to split one of those weeks into individual days. An operator electing to do this must notify MTA at the time of the annual vacation pick that they will be splitting one week into individual days to be chosen throughout the year and will therefore select one less week during the pick.

- E. All full-time employees completing twenty-eight (28) years of service in any calendar year shall be entitled to six (6) weeks' vacation with pay in such calendar year.

F. **Vacation Qualifications:**

1. In order to qualify for a vacation, full-time employees must have worked a minimum number of hours during the previous year.
2. Employees entitled to two (2) weeks of vacation must work 700 hours to qualify for each week's vacation.
3. Employees entitled to three (3) weeks of vacation must work 467 hours to qualify for each week's vacation.
4. Employees entitled to four (4) weeks of vacation must work 350 hours to qualify for each week's vacation.
5. Employees entitled to five (5) weeks of vacation must work 275 hours to qualify for each week's vacation.
6. Employees entitled to six (6) weeks of vacation must work 225 hours to qualify for each week's vacation.

- G. Vacation will be posted for pick on December first and completed by December thirty-first. Employees will choose their vacations according to department seniority, with the senior employee picking all vacation time before the next senior employee makes a choice.

Each employee may choose either separate time throughout the year or in one continuous period if such weeks are available at the time of his/her pick.

- H. Employees who have less than twelve (12) months service are eligible for vacation at the completion of one (1) full year of service.

- I. A week off without pay when offered by the Authority will be posted when available, and given on a seniority basis to those signing up.

If the same week comes up on a year-to-year basis, such as during the hunting season, it shall be offered on a rotation basis according to seniority.

- J. If an employee retires after attaining the age of sixty two (62) and has completed twenty (20) or more years of service with the Authority, such employee shall receive vacation pay for the period they did not take vacation, up to fifteen (15) weeks unused sick pay, and any earned bonus days, paid to them with their final wage payment. Employees hired/promoted for full time positions after June 30, 2017 shall require the age of 65 and 20 years of service to retire under these provisions.
- K. **Termination of Employment:** An employee severing his/her connection with the Authority will be paid the following accrued benefits: unused personal time, unused bonus hours, unused perfect attendance hours, and unused vacation hours.
- L. When an employee leaves employment and has remaining vacation weeks in the pick, MTA will conduct a no bump pick down from the original operators' seniority among operators with unused vacation weeks available, effective January 1, 2021.

SECTION 10 HOLIDAYS

FULL-TIME EMPLOYEES PAID HOLIDAYS:

1. In addition to the wage rates contained herein, the following holidays will be considered paid holidays; namely, New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and employee's birthday.

- a. Employees shall be allowed two personal days leave, with pay, in each calendar year. Personal days may be requested by completing a time off request form, provided by Authority, at least five (5) business days in advance. Personal days will

be given at Authority discretion and shall be awarded based on seniority. Authority shall provide a minimum of two (2) business days' notice of approval or denial of request. Spare operators shall be used to cover personal day absences prior to rotational overtime of full time operators.

Those not taking a personal day(s) during the calendar year shall receive an additional eight (8) or ten (10) hours pay for each unused personal day in the last pay period of December, based on the operators' normal schedule.

Full-time employees will earn perfect attendance time at the rate of one day every calendar quarter. Award will be made on the first day of the following quarter with all earned time to be used by the end of the calendar year in which it is awarded. Each employee will have the option of using up to a maximum of two (2) perfect attendance days as days off with pay. The remaining days will be paid out at eight (8) hours of pay at the employee's regular rate.

Vacation time, bonus and personal days, bereavement leave, paid holidays, jury duty, and Union business will not void perfect attendance. However, all employees must complete all other assigned report time to qualify for a bonus day (or bonus pay.)

2. All employees shall be paid eight (8) hours at the regular rate of pay on said holidays.
3. Those who work on Thanksgiving Day, Christmas Day, and New Year's Day shall, in addition, receive time and one-half the regular hourly rate of pay.
4. Those who work on the remaining holidays shall, in addition, receive a regular day's pay.
5. If an employee's birthday falls on a regularly scheduled holiday, such employee shall receive, in addition to the holiday pay, an additional day's holiday pay. Employees' birthday may be used as a floating holiday. Scheduling of the floating day off will be given at Authority discretion. The employee may sign the book at the beginning of the week previous to week of day off after seeing supervisor.

6. Holidays falling on a Sunday, but celebrated on a Monday, shall make Monday the holiday for pay purposes.
7. Operators who work on paid holidays shall be chosen from the seniority list provided, however, that the first eligible operator to work shall be the next operator following the last operator listed on the previous holiday.
8. Employees shall work all scheduled hours on their last regularly scheduled workday preceding the holiday and shall also work all scheduled hours on their first scheduled workday following the holiday in order to receive holiday pay. Employees who are scheduled to work on a holiday must additionally work all scheduled hours on the day of the holiday. Employees who are excused from work early on the day before or after the holiday, as long as they have made all report times, shall be paid for the holiday.
(Scheduled hours shall mean all hours the employee has agreed to work or has been assigned to work on any given day. Scheduled workday shall mean any day an employee has agreed to work or has been assigned to work.)

The only exceptions to this language would include:

Employees utilizing earned personal and bonus days, earned vacation time, unpaid vacation weeks, bereavement leave, jury duty, court subpoena, military service, FMLA event, union business, leaving early with supervisors' approval (after meeting all required report times the day prior and the day after the holiday.) Compensation for any paid leave will be either eight or ten hours as determined by the employee's regular schedule.

If an employee is absent from work due to illness prior to the holiday or the day of the holiday and has been admitted to or treated as an outpatient at a hospital or clinic, they will be paid as follows:

Full-Time Employees: They will be paid accrued sick leave hours to compensate for the loss of holiday pay, to a maximum of forty (40) hours of pay per week.

Part-Time Employees: They will be allowed to use any earned monthly perfect attendance hours to compensate for the loss of holiday pay.

SECTION 11
ALLOWANCES

- A. 1. Allowances for pulling out will be paid only when and to the extent that the accrual time worked in any day, plus the allowance or allowances exceed eight (8) hours.
2. **Uniforms:** The Authority will select the vendor for uniforms. Authority will provide five (5) uniform shirts, five (5) uniform pants, one (1) hat and one (1) sweater or vest to all full time transit employees at no cost to employee. As uniform clothes become worn out, they will be turned into MTA for replacement at no charge. Employees will be reimbursed up to \$75.00 annually for black shoes upon approval by Authority. Employees will receive one (1) winter coat per contract period. All uniform components must be returned to MTA (except shoes) upon the end of employment with MTA.
3. Operators will be paid the regular hourly rate of pay for time required in the investigation of, or making reports, or in procedure due to an accident, consumed before the completion of the day's work.
4. Any employee attending court on Authority business shall receive wages at the applicable rate for all hours required to be in court.
- B. **SWAP AGREEMENT:**
1. This agreement covers only full-time employees.
2. "Swaps" (Full-time Employees Only). All swaps are limited to one (1) per pay period and may consist of swapping days off or the swapping of schedules between employees working the same day.
3. Requests for swaps must be made three (3) days prior to the date of the swap.
4. All swaps must be requested in writing on approved MTA forms and pre-approved by the appropriate supervisor.
5. Swaps may be requested between employee and employer or employee and employee.

6. There will be no grievances, unfair labor practices, or demands for arbitration filled out for any dispute connected with a swap. An example of a dispute would be an employee claiming that he or she could have had overtime if there had not been a swap of an employee's day off. This is a condition of this agreement.

C. CHARTER ALLOWANCES:

If the chartering party does not provide meals and/or lodging, the following will prevail:

1. On overnight charters, the Authority will pay the cost of lodging for the night.
2. When the charter tour departs after 3:00 PM but prior to 6:00 PM as an overnight charter, their evening meal allowance will be \$15.00. Departure between 7:00 AM and 11:00 AM, their noon meal allowance will be \$5.00. If the charter should leave prior to 6:00 AM, their allowance will be \$5.00 for breakfast. The reverse of the above will apply for the return of a charter trip.
3. Pay eight (8) hours straight time pay for each day there is a layover.
4. Parties chartering a bus for an overnight trip may request in writing a specific operator who will be provided.
5. For each twelve (12) hour layover day, the operator will be entitled to a \$25.00 per day meal allowance.

D. JURY DUTY:

Full-time employees called to serve on jury duty shall be paid the difference between jury duty compensation and their regular wages. In order to receive this payment such employees' must:

1. Present the Authority a statement showing the amount paid, by day, for jury duty.

E. FREE TRANSPORTATION:

Free transportation over all lines of the Authority will be furnished to all employees, and employees' spouse and children.

F. LICENSES:

The Authority will pay for such operators' licenses for its employees as may be required by law, less the cost of a common driver's license.

If retesting is necessary, any additional costs will be borne by the individual employee. Operators should obtain licenses and DOT physicals during off duty time. The compensation for doing so is one (1) hour for obtaining license and one (1) hour for DOT physical.

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. Company shall inform Union when there is a change in the cost paid by the company.

G. MATERNITY LEAVE:

The MTA will provide an unpaid leave of absence to employees for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. Employees will be requested to take FMLA leave if eligible. See FMLA policy. While on maternity leave, employees will be eligible to receive the same benefits as are available to any other employee in the same classification who is on a medical leave of absence. Full-time employees will be eligible for short-term disability payments.

H. LEAVE OF ABSENCE:

Leave of absence (illness or absence from the country excepted) shall be limited to thirty (30) days in any three (3) month period, provided, however, that any official of the Union whether local or international, who is called upon to carry on the business of the Union, shall be granted an extended leave of absence. No more than three (3) officials of the Union, with no more than two (2) from either full time transit or part time school, may be on leave one (1) to thirty (30) days at any one time.

I. FLU VACCINES:

If possible the Authority will have flu vaccines available for employees at the work site, at the cost of the Authority, or, in the alternative, the Company will reimburse employees up to twenty-five dollars (\$25.00) toward the cost of the vaccine if it is obtained outside the employees work tour.

SECTION 12 ATTENDANCE POLICY

In view of the importance of providing reliable passenger transportation service, bargaining unit employees are subject to the following Attendance Policy and disciplinary action, based on a no-fault attendance point system. On July 1st of each fiscal year, all employees having completed their probationary periods will receive a five (5) point waiver for the remainder of the fiscal year, thus nullifying the first five (5) points accumulated each fiscal year with regard to disciplinary thresholds. Effective July 1st, 2017, MTA will make a one-time reduction in accumulated points of five (5) for each employee provided that such change does not cause a negative balance in an accrual. The point values are as follows:

Late swipe for scheduled shift or split	½ point
Missed shift or split	1 point
Absence (Called-In)	2 points
No-Show, No-Call	3 points

Removed from service by Supervisor/DOT 0 points
Employees accruing only waiver points in a calendar month will still receiver 50% of the perfect attendance bonus under Section 5.H.3. but will not receive a point balance reduction for the month.

The disciplinary actions MTA may use are as follows:

Four (4) points in any floating 12-month period - Verbal warning, discussion between the employee and MTA regarding the employee's attendance, documented to the employee's file. The employee shall receive a copy of such warning and sign for receipt of such document.

Six (6) points in any floating 12-month period - Written

warning, formal written notice to the employee. The employee shall receive a copy of such warning and sign for receipt of such document.

Eight (8) points in any floating 12-month period - Final written warning. The employee shall receive a copy of such warning and sign for receipt of such document.

Ten (10) points in any floating 12-month period constitutes automatic discharge.

Points for absence (called-in) will be based on each occurrence regardless of the workdays absent.

All employees who perform at least 2.0 hours of work and then leave work early, due to sickness or injury, shall not be given attendance points. In the case of Transit Operators, the remaining schedule shall be covered by a spare operator via the spare rotation provided a spare is available.

The definitions of attendance infractions are as follows:

Late swipe for scheduled shift or split occurs when an employee is late for a scheduled shift or split by three (3) or more minutes or fails to punch in for a shift or split, and pre-trip will be reduced by three minutes.

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

Absence (Called-In) occurs when time off has not been arranged at least 24 hours in advance of the absence, but employee has called-in at least thirty (30) minutes prior to the shift to notify management of the absence.

No Show, No Call occurs either when an employee fails to show for an assigned shift without calling to notify management, or when an employee arrives 30 minutes or more late for an assigned shift. **Three consecutive workdays of "No Show, No Call" may result in termination.**

In recognition of those employees who practice exemplary attendance, a system of applying credits for perfect attendance is also utilized. Any employee who meets all timely arrival and other scheduled shift standards will be credited with a one and

one half (1.5) point reduction for each calendar month of perfect attendance. These points will carry for a 12-month floating period, but in no circumstances will a point balance be less than zero.

MTA will not assess points for days absent due to union business requested at least 24 hours in advance, disciplinary suspension, jury duty, military duty, FMLA-approved leave, workers compensation, or excused absences. Points will not be assessed for absences due to in-patient or out-patient surgery or for admittance to a hospital, with the exceptions of dental and elective surgeries. Further, points will not be assessed for the first illness/injury of each contract year per employee, provided a medical professional's note is submitted.

Time off for paid leaves, properly requested and approved under this agreement, shall not result in an attendance point.

Should an employee receive a subpoena to appear at court or an administrative hearing, including arbitrations, or should a minor child of an employee receive a subpoena, and the employee attends there will be no attendance points issued for such absence.

Employees shall receive a notice upon accumulation of any attendance points with the Union receiving a copy.

SECTION 13

The Authority and the Union will evenly share the cost of printing the labor agreement in booklet form and a copy will be provided each employee.

SECTION 14

THIS AGREEMENT constitutes the entire agreement between the parties, and the parties agree to be bound hereby.

SECTION 15

This agreement and the provisions hereof shall become effective July 1, 2020 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 thirty-six (36) months

from July 1, 2020 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, 2023.

IN WITNESS THEREOF,


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

Manchester Transit Authority

By:



Kim Keegan
Commission Chairman



Michael Whitten
Executive Director

Amalgamated Transit
Union,
Local 717

By:



Debra Oxley,
President/BA



Brett Morin
Vice President

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