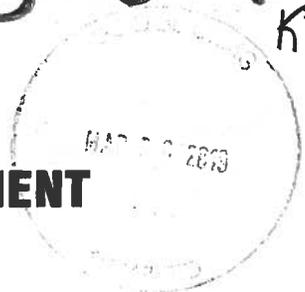


015-604 K# 9912



AGREEMENT

Between

**CENTRAL MASS TRANSIT
MANAGEMENT, INC.**

**BUS DIVISION - CITY TRANSIT
COMMUNITY TRANSIT - VAN DIVISION**

and

**WORCESTER LOCAL 22
of the
AMALGAMATED TRANSIT UNION**

PERIOD OF AGREEMENT

From July 2, 2018 to August 31, 2019

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AGREEMENT

PREAMBLE

Agreement entered into as of the second day of July 2018, by and between Central Mass Transit Management, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and hereinafter call the "Company", party of the first part, and Local 22, Amalgamated Transit Union, said Local having its principal office in the City of Worcester in the said Commonwealth and all persons now or hereinafter employed by the Company within the bargaining unit herein below defined hereinafter referred to as the "Union", party of the second part.

WITNESSETH

That the purpose and intent of this agreement is to provide a working understanding between the Union and the Company, each through its duly accredited officers, to provide as satisfactory services to the public as possible, to provide (as) good working conditions (for the employees as possible), and to properly protect the interests of the Company and to insure efficiency in the operations of the buses of the Company and promote friendly and respectful relations during the term of this agreement between the Company and its employees, both parties hereunto mutually agree:

All employees of the Company who are or may hereafter become members of the Union, shall strictly observe all operating rules and regulations of the Company and all special orders of the Company and its officials.

It is agreed that all employees of the Company will exert every effort to improve the efficiency of the public transportation system in the Worcester area. No employee in any department will participate in any other activity or employment which will in any way deter the employee from this objective.

During the continuance of the agreement, there shall be no lockouts, interruptions to, or cessation of work, or slow downs or strikes of any kind.

This agreement shall be binding on both parties hereto and remain in full force for the period beginning July 2, 2018, and ending August 31, 2019, and thereafter from year to year, unless either party, at least sixty (60) days prior to the 31st of August 2019, or the 30th day of June in any subsequent year, shall notify the other of its desire of change or changes to be made for the succeeding year. If, after forty-five (45) days following such notification or fifteen (15) days prior to the termination date, the parties agree they cannot come to an agreement before termination of the Contract, they shall refer the matter to State or Federal Mediation.

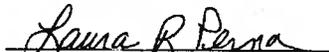
If, during the term of this agreement, the Company shall be consolidated or merged, in any way, with any other street railway or bus Company, then and thereafter this agreement shall be binding during the remainder of its term upon all parts of the merged or consolidated system which, at the time of the merger or consolidation, formed any part of the system owned or operated by said Central Mass Transit Management, Inc. The same terms shall apply in the event the Company is sold.

IN WITNESS WHEREOF said Central Mass Transit Management, Inc. caused these presents to be signed in duplicate, in its name and behalf by its General Manager and said Local No. 22 of said Union has caused these presents to be signed, in its name and behalf by its President and Business Agent, all hereunto duly authorized by a vote of the members of said Local as of the day and year first above written.

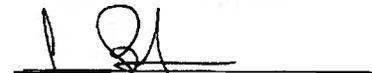
Amalgamated Transit Union
Local No. 22


Kenneth K. Kephart, Business Agent

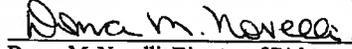

Christopher W. Bruce, President


Laura R. Perna, Recording Secretary

Central Mass Transit Management, Inc.


James Parker, General Manager


Jo-Ann Clougherty, Director of Human Resources


Donna M. Novelli, Director of Risk Management & Administrative Services

Date: November 8, 2018

Date: November 8, 2018

I. GENERAL

All Divisions

- A. Management Rights: Any rights not specifically modified by the contract shall be retained by the Company.
- B. The Company recognizes the Amalgamated Transit Union, Local 22, as the exclusive bargaining agent in respect to rates of pay, wages, hours and other terms and conditions of employment of all employees, in the transportation, maintenance, and clerical division of the Company, but excluding all employees regularly employed in a confidential capacity, executives, Supervisors of Schedules, General Foreman, Operations Supervisor, and all other employees with the authority to hire, promote, discharge, or discipline employees or effectively recommend such action.
- C. The Company agrees that it will meet and treat with the properly accredited officers and committees of the Union respecting all matters affecting the relations of the employees within the above described unit with the Company, provided, however, such matters as do not affect all employees in the same class of employment shall first be taken up with the head of the department of such employee or employees. If the disposition of the matter by such department head is not satisfactory, the matter may then be taken up by the Union in accordance with the procedure in Section II.
- The Company agrees to compensate designated Union officials for all mutually agreed meetings with the Company, for attendance at grievance hearings/ meetings and for attendance at Union sponsored meetings, by paying their regular wages for the time devoted to such meetings/hearings. The Union will fully reimburse the Company for the officials' time spent at Union sponsored meetings.
- D. All employees within the scope of this agreement shall become and remain members in good standing of the Union as a condition of continued employment by the Company, and new employees shall after successfully meeting all employment and training requirements become and remain members in good standing of the Union as a condition of continued employment. In the event the employment training requirements are extended beyond forty five (45) work days following the beginning of employment, the Company agrees to reimburse the Union for lost dues in the event that the employee is hired.
- E. Bargaining unit employees shall be required to complete a probationary period of forty-five (45) work days unless extended in accordance with D. above.

- F. When an employee who is a member of the Union is appointed to a non-bargaining unit position as provided in subsection I, B. above within the Company, such employee may retain membership in the Union for ninety (90) days.
- G. If any member of the Union employed by the Company neglects or refuses to pay to the Union any dues or assessments which, during his or her membership, have become a liability from him or her to the Union prior to his or her written notice to the Secretary of Local 22 of the Union of his or her desire and intention to discontinue his or her membership therein, the Company, after its determination of the justice of the claims of the Union in the case, will discharge such employee from its service, or suspend the employee until all such sums have been paid.
- H. The Company shall not be required to dismiss or suspend any employee if, to do so, would constitute a violation of the law.
- I. It shall be the Company's policy not to permit employees not covered under the bargaining agreement to do bargaining unit work, except in an emergency, by agreement of the Union, or by way of assistance upon request or instruction.
- J. The Company will provide lockers for employees who desire them, in the Transportation Department and in the Mechanical Department.
- K. All regular employees of the Company and their spouses/significant others, all pensioned employees and their spouses/significant others, and the spouses/significant others of all deceased employees will be furnished free transportation for their own use over all lines of this Company. Passes will be allowed for immediate family members who reside at the employee's residence. A limit of two (2) passes per household, excluding the employee's Company pass, shall be allowed.
- L. When the senior employee has been passed by the Starter, TC or the Foreman in their respective departments for work on his or her day off or extra work, such employee shall be compensated for the time lost, equivalent to the amount of hours paid to the employee who was assigned the work.
- M. Any wage or cost of living adjustment increase shall be paid in the following manner: Wage increases which fall on a Saturday, Sunday, Monday and Tuesday will be effective in the week ending date in which they fall. Wage increases which fall on a Wednesday Thursday, or Friday will have an effective date for the next pay ending date.

- N. The Company agrees to fly the ATU banner at the Maintenance & Operations Center. The Union will be responsible for the maintenance of the ATU banner.
- O. For the purpose of this Agreement, business day shall include and be limited to Monday through Friday, excluding observed legal holidays as specified within this Agreement.
- P. Employees are required to be on direct deposit with the option to deposit their pay into checking, savings accounts and/or a combination of checking & savings. The Company agrees for one year following signature of the contract, to provide a paystub printout for those employees who request a copy of their weekly paystub.
- Q. The Company agrees to provide a system for employee's to view or print their paystub. The paystub will include the total hours worked, total hours paid, gross wages, gross wages year to date, time off accrual, Union Dues, Initiation, Assessments, COPE and Credit Union as well as all weekly deductions with any balances and hourly rates of pay. Employees are expected to utilize their paystub in the Payroll system and the Company agrees to offer training for those employees who request it.
- R. The Company and Union agree that there will be no discrimination by the Company and Union against any employee because of his or her membership in the Union or because of any employee's lawful activity in support of the Union.

The Company and Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual preference, age, national origin or handicap status, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment because of race, color, religion, sex, sexual preference, age, national origin or handicap status.

No provision of this Agreement shall apply to the extent that it may be prohibited under Federal or applicable State Law.

If there is a dispute as to whether a particular Federal or State Law applies to the parties and to this Agreement, the parties shall attempt to first resolve the dispute between themselves. If unsuccessful, the parties agree to submit the dispute to mediation, without prejudice to the parties' rights to judicial relief.

- S. Both parties agree that if a dispute arises under this agreement that mediation will be viewed as an acceptable prelude to arbitration. This option is voluntary for both parties. The decision to enter into mediation will cause the time lines under the grievance/arbitration clause to be stayed. The agreement to mediate must be in writing, and signed by both parties.
- T. The Union shall be allowed to present one hour of orientation regarding the collective bargaining agreement and other related Union matters during a new employee's training period.
- U. The Company will offer, to City Transit employees, opportunities to fill Community Division assignments in an emergency basis. Should a City Transit employee accept such assignment, the City rate at time and one half (1 1/2) of pay will prevail.
- V. Employees transferring from Community Division or Van Division to City Division shall be credited for all time served in the Community or Van Division towards wages and benefits in the City Division. This paragraph does not apply to seniority or towards job postings.
- W. It is agreed that the vans used by the Company purchased under the federal capital grant program can be intermixed with vans purchased under the Commonwealth E.I. or D.M.R. program at the discretion of the Company.
- X. It is understood and agreed by the Company, Amalgamated Transit Union, and all officers, officials and employees of both organizations that the Worcester Regional Transit Authority may subcontract any or all of the Company paratransit, E.I. and D.M.R. services upon completion of the contract between the WRTA and the Company or, in the event of the failure of the Company to deliver the services as outlined in the contract, prior to the expiration of the contract.

During the period July 1, 1999 to and including June 30, 2004, the Union and the Company agree that the following phase from paragraph I, X shall not be operative:

or, in the event of the failure of the Company to deliver the service as outlined in the contract, prior to the expiration of the contract.

- Y. The contract between the Company and the Amalgamated Transit Union is co-terminus with the contract between the Company and the Worcester Regional Transit Authority.

- Z. In the event of a strike by members of the Amalgamated Transit Union against Central Mass Transit Management, Inc., Bus Division, City Transit, it is agreed that the specialized services (Special Transit, E.I. and D.M.R.) operated by the Company will not be impaired.

AA. The Company will not force City Bus Division employees to work Van Division paratransit work. The Company will offer to the City Bus Division employees, opportunities to fill assignments in an emergency basis. Should a City Bus Division employee accept such assignment including Back-Up Transportation Coordinator work, they will be paid at the City Operator rate of time & one half.

BB. Vehicles operated by the Company may, at the request of the WRTA, be sub-leased to outside organizations without a driver, provided that such lease does not result in a reduction of Van Division existing work.

CC. Contract must be signed, printed and distributed to all members within two (2) months from date of ratification of agreement.

DD. Seniority begins on the first day of hire. If a new hire is properly licensed and another is not, he/she will have Seniority over the other. Employees who are moving to another Division within the Company shall have seniority over Part-time members and new hires. Part-timers will hold seniority over new hires.

EE. Any member who accepts an International ATU position or a full-time position with the Local will retain his/her seniority with the Local when he/she returns. This member would be eligible for any position she/he would have been eligible for had they remained in the Local.

FF. The day after Thanksgiving is not a holiday and work will not be compensated at holiday rate for any division. The City and Van divisions will operate with Saturday level service while the Community Division will operate weekday level service. The Maintenance Department will be manned at Saturday levels. Work for this day will be bid in accordance with Paragraph IX. A.2. Employees, who are scheduled to work on Friday and desire to do so, will be allowed to work. Employees not scheduled to work this day can use either a vacation day or personal day, if available.

II. DISCIPLINE

All Divisions

- A. When the name or number of any employee is listed or posted, or the employee is otherwise notified, to come to the office or answer any specific charge, it shall be within seventy-two (72) hours after knowledge of the specific offense alleged, or in the case of a charge involving continuous or repeated negligence or misconduct, within seventy-two (72) hours after the receipt by the Company of the knowledge of the last instance of such negligence or misconduct for which the employee is reported. Such employee shall be given a copy of the specific charge or charges to which the employee is to answer, and, upon request of such employee, adjournment shall be granted to the employee before answering to the charge or charges. This procedure shall not apply to verbal warning/cautions. It is the understanding of both parties that discipline is defined as, written warnings, suspensions and terminations. Verbal warnings/cautions, will be recorded and kept by the manager but will not be placed in the employees personnel file. Copies of warning/cautions will be available to employees upon their request.
- B. No entry of a decision of guilty of an offense shall be placed against the record of an employee until such employee has been given the privilege of a hearing, and the employee's defense, if any, shall be briefly recorded with the charge on the record, but this shall not prevent a memorandum of instances of alleged negligence or misconduct. When an employee is called into the office on any charge or charges, the employee shall answer only to the specific charge or charges, but this shall not in any measure limit the power of the head of the department, or other official in authority, in dealing with an employee as to his or her past record; the only condition being that such employee shall answer to such specific charge or charges concerning which the employee has been called into the office. A copy of any disciplinary finding shall be provided to the employee and to the Union. No prior disciplinary finding against an employee shall be further considered unless such finding is in the employee's personnel file. When, in the judgment of the management of the Company, it becomes necessary to discharge an employee, the Business Representative of the Union will be notified. The Company may request an employee, who is being charged with an offense, to appear at said hearing on their own time. If the employee is found not guilty of the offense to which they have been charged, they will be paid for time spent at the hearing at their regular rate. It is understood by both parties that this language is specific to this paragraph only and may not be used in any other parts of the agreement without a separate agreement between parties.
- C. There shall be a Safety Committee consisting of a combination of Union and/or management personnel, but the final determination of preventability will be made by the General Manager.

- D. In the event of an employee severing his or her connection with the Company, and desiring the same, the employee shall be given a certificate of service, upon request, and a recommendation, when the employee's record permits.
- E. Any member of the Union who is suspended or discharged from the service of the Company, and after investigation is found not guilty of the charge on which he or she was suspended or discharged, shall be reinstated and paid for such lost time at his or her regular rate. If it is determined that the suspension or discharge was too severe for the offense, the employee shall be reinstated and paid such amount for the lost time as may be determined to be just under the circumstances of the case.
- F. If a collective bargaining unit employee invokes his Weingarten rights, a) for transportation employees, the Company will make every effort to contact the grievance officer first. If unavailable, then the Company will contact the Business Agent, and lastly the President; b) for maintenance and clerical employees, the Company will make every effort to contact the shop steward first. If unavailable, then the Company will contact the Business Agent, and lastly the President.
- G. **Electronic devices:** Use of a personal electronic device is absolutely forbidden at any time the employee is in front of the yellow line in a fixed route bus or in front of the curb side door well stanchion in a lift equipped van. The consequence will be immediate termination of employment by the company.

Employees may use their personal electronic device behind the yellow line in a fixed route bus or behind the curb side door well stanchion in a lift equipped van at the end of line, provided such use does not lead to late departure from the end of line. Late departure will be judged on late arrival at first inbound time point. Late departure from the end of line due to use of a personal electronic device will be considered a Class II offense.

III. GRIEVANCES

All Divisions

- A. This grievance procedure shall apply to all disputes arising between the Union and the Company, whether any such dispute occurs as the result of a complaint by an individual member of the Union or a complaint by the Union itself; provided, however, the processes and decisions of the Company in the selection or removal of a Starter or Inspector shall not be subject to the grievance or arbitration procedures as long as the Company has followed the steps described in Article V. Paragraph G.
- B. Grievances must be filed within the time set forth in the steps designated in this section in order to be considered by the Company.

C. In reducing a dispute to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the exact date, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, if known, the specific sections of the Agreement alleged to have been violated, and the remedy which is sought.

D. THE FOLLOWING STEPS SHALL CONSTITUTE THE GRIEVANCE PROCEDURE:

It is the policy of the parties to this Agreement to encourage the resolution of a grievance between an employee and supervisor or between the Union and the Company official making the decision that led to the grievance before a written grievance is filed. In such cases no written decision by the Company is required, however, the Company will advise the Union of the outcome unless specifically informed by the grieving employee that the matter is to be held in strict confidence.

Step 1. Any regular employee having a grievance or his or her designated representative, shall first present the grievance in writing to the employee's department head or his or her designated representative within fifteen (15) working days after knowledge of its occurrence. In the event that the Union is filing the grievance, such grievance must be filed within fifteen (15) working days from the date on which the Union becomes aware of the incident or occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee, or his or her designated representative, within ten (10) working days after the presentation of the grievance. Step 1 grievances will be discussed at a weekly meeting between the department Manager and the Union steward before the Manager issues a grievance response.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance/dispute shall be presented by the employee, or his or her designated representative, to the General Manager, in writing within fifteen (15) working days after the receipt of the Company's response set forth in Step 1, above. Presentation of the written grievance will be accomplished, within thirty (30) working days of the Step 1 answer, by a meeting of the employee, a Union representative, the supervisor involved in Step 1, and the General Manager, in order that the grievance/dispute may be fully discussed orally by the parties involved. The General Manager shall issue a written decision to the employee, or his or her designated representative, within fifteen (15) working days from the date of the meeting. If no meeting is requested by the Union within the specified time limit, the grievance/dispute will be considered settled based on the Step 1 answer.

Step 3. If satisfactory settlement is not reached under Step 2, the employee, or his or her designated representative, may file notice of intention to arbitrate the grievance, if such notice is filed with the General Manager, or his or her designated representative within forty-five (45) working days after the expiration of the time limit described in Step 2, above.

E. The time limits specified herein may be extended by mutual written agreement, provided, however, that the additional time requested shall not be unreasonably withheld by either party. In the event that the time limits herein specified (including time limits that were extended by mutual consent) are exceeded by the Company, the Union may proceed to the next step in the grievance or arbitration process, as appropriate. In the event that the time limits (including time limits that were extended by mutual consent) for an appeal to the next step are exceeded by the Union, the Company may, at its option, decline to further process the grievance in which case the grievance will be considered as resolved.

The Company may also process grievances under the grievance procedure.

F. Any step in the grievance process may be removed from the process by mutual agreement of the Union and the Company.

IV. ARBITRATIONS

All Divisions

A. In the event that the grievance is not satisfactorily resolved at Step 2, the Union or the Company may, by written notice to the other, request arbitration as set forth in section III. D. The Union and the Company shall attempt to mutually agree on an arbitrator. If the parties have not mutually agreed upon an arbitrator within 15 days of the Company answer in step 2, the Union or the Company may file a demand for arbitration with the American Arbitration Association (AAA); such demand shall be filed within the next 30 days, consistent with the total 45 day timeframe below. An arbitrator shall then be selected in accordance with the applicable rules of said AAA. As an alternative to the AAA, the Union and the Company by mutual agreement may file a demand for arbitration with JAMS ADR Services; such demand shall be filed within the 45 day timeframe.

B. Arbitration shall file the demand for arbitration under Section IV, A above within forty-five (45) working days of the General Manager rendering his or her decision under Step 2 of the grievance procedure above.

C. The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues/disputes as may be submitted to him or her by the parties.

C. In reducing a dispute to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the exact date, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, if known, the specific sections of the Agreement alleged to have been violated, and the remedy which is sought.

D. THE FOLLOWING STEPS SHALL CONSTITUTE THE GRIEVANCE PROCEDURE:

It is the policy of the parties to this Agreement to encourage the resolution of a grievance between an employee and supervisor or between the Union and the Company official making the decision that led to the grievance before a written grievance is filed. In such cases no written decision by the Company is required, however, the Company will advise the Union of the outcome unless specifically informed by the grieving employee that the matter is to be held in strict confidence.

Step 1. Any regular employee having a grievance or his or her designated representative, shall first present the grievance in writing to the employee's department head or his or her designated representative within fifteen (15) working days after knowledge of its occurrence. In the event that the Union is filing the grievance, such grievance must be filed within fifteen (15) working days from the date on which the Union becomes aware of the incident or occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee, or his or her designated representative, within ten (10) working days after the presentation of the grievance. Step 1 grievances will be discussed at a weekly meeting between the department Manager and the Union steward before the Manager issues a grievance response.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance/dispute shall be presented by the employee, or his or her designated representative, to the General Manager, in writing within fifteen (15) working days after the receipt of the Company's response set forth in Step 1, above. Presentation of the written grievance will be accomplished, within thirty (30) working days of the Step 1 answer, by a meeting of the employee, a Union representative, the supervisor involved in Step 1, and the General Manager, in order that the grievance/dispute may be fully discussed orally by the parties involved. The General Manager shall issue a written decision to the employee, or his or her designated representative, within fifteen (15) working days from the date of the meeting. If no meeting is requested by the Union within the specified time limit, the grievance/dispute will be considered settled based on the Step 1 answer.

Step 3. If satisfactory settlement is not reached under Step 2, the employee, or his or her designated representative, may file notice of intention to arbitrate the grievance, if such notice is filed with the General Manager, or his or her designated representative within forty-five (45) working days after the expiration of the time limit described in Step 2, above.

E. The time limits specified herein may be extended by mutual written agreement, provided, however, that the additional time requested shall not be unreasonably withheld by either party. In the event that the time limits herein specified (including time limits that were extended by mutual consent) are exceeded by the Company, the Union may proceed to the next step in the grievance or arbitration process, as appropriate. In the event that the time limits (including time limits that were extended by mutual consent) for an appeal to the next step are exceeded by the Union, the Company may, at its option, decline to further process the grievance in which case the grievance will be considered as resolved.

The Company may also process grievances under the grievance procedure.

F. Any step in the grievance process may be removed from the process by mutual agreement of the Union and the Company.

IV. ARBITRATIONS

All Divisions

A. In the event that the grievance is not satisfactorily resolved at Step 2, the Union or the Company may, by written notice to the other, request arbitration as set forth in section III. D. The Union and the Company shall attempt to mutually agree on an arbitrator. If the parties have not mutually agreed upon an arbitrator within 15 days of the Company answer in step 2, the Union or the Company may file a demand for arbitration with the American Arbitration Association (AAA); such demand shall be filed within the next 30 days, consistent with the total 45 day timeframe below. An arbitrator shall then be selected in accordance with the applicable rules of said AAA. As an alternative to the AAA, the Union and the Company by mutual agreement may file a demand for arbitration with JAMS ADR Services; such demand shall be filed within the 45 day timeframe.

B. Arbitration shall file the demand for arbitration under Section IV, A above within forty-five (45) working days of the General Manager rendering his or her decision under Step 2 of the grievance procedure above.

C. The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues/disputes as may be submitted to him or her by the parties.

All Divisions

- E. When it becomes necessary to reduce the force in any department, it shall be on a seniority basis, that is, the least senior employee in service within that department shall be the first laid off.

When it becomes necessary for the Company to hire, those laid off shall be given first choice in the department in which they worked on a seniority basis, provided they can qualify as to ability and record and provided that their lay-off has not extended over thirty (30) months and provided that within two (2) days after the receipt of notification by registered mail, the employee signifies his or her intention to report for work within fourteen (14) days and does so report. The extension time allowance of thirty (30) months shall not be considered as time spent in continuous service. Nothing in this section shall be held to limit the authority of heads of departments to discharge an employee at any time for incompetent or unsatisfactory work.

- F. When an employee who has been laid off is later taken back, the employee shall be paid at the same rate as he or she was receiving prior to the lay off, provided that the employee is doing the same work. If a change in the wage rate for the same work has occurred, the employee will receive the adjusted rate upon return.

City

- G. Starters/Inspectors shall be a separate unit within the City Transit Transportation Division.

Effective December 11, 2013, the Company, at its discretion, shall select employees to the positions of Starter and Inspector. Employees interested in being selected to a Starter and Inspector shall sign up on a sheet provided by the Company and be interviewed by the Company. The Company may institute the use of a test as part of its selection process. Seniority shall not be a factor in the selection process.

Also effective December 11, 2013, the Company, at its discretion, may remove employees from the positions of Starter and Inspector, subject to the following:

- I. Prior to removing an employee from a Starter or Inspector position, the Company will evaluate the employee's performance in the position and provide a reasonable amount of time for the employee to improve his/her performance as determined by the Company.
- II. If the Company has recommended corrective actions or improvement goals for the employee and he/she fails to correct the actions or meet the goals, the Company may remove him/her as a Starter or Inspector.

- III. This process shall apply in matters of performance and shall not apply to misconduct matter or any other non-performance matter. In such cases, the Company may remove the employee immediately.

An employee removed from the position of Starter or Inspector by the Company shall be returned to his/her previous position without any loss of seniority in the bidding-in system.

The selection and removal processes and decisions of the Company in the positions of Starter and Inspector shall not be subject to the grievance or arbitration procedures of the CBA provided that the steps outlined in I – III are followed.

All Divisions

- H. When it becomes necessary to reduce the force in any department, it shall be on a seniority basis within that department, individuals that are to be laid off will then have the right to exercise their Company seniority if different than department seniority, with the following conditions:

- I. Operations Department employees have the right to bump into the transportation department (City and Community Division), Van Division and the Helper Unit.
- II. City Division drivers shall have the right to bump into Community Division, Van Division and Helper Unit.
- III. Community Division drivers shall have the right to bump into the City Division, Van Division and Helper Unit.
- IV. Van Division employees shall have the right to bump into the Helper Unit.
- V. Maintenance Department employees shall have the right to bump into the Helper Unit or other Departments in which they have already qualified in the past.
- VI. Clerical Employees shall have the right to bump into the Helper Unit or into any Department in which they have already qualified in the past.

It is also agreed that the employee affected by the layoff would enter the new Department on the bottom of the seniority list. Further, they would enter the new Department with their present progression for payroll and benefit accrual, but would be paid according to the rate for that Department.

Finally, it is understood between the parties, that should an employee not exercise their bumping rights, their call back rights would not be diminished in any way.

All Divisions

- E. When it becomes necessary to reduce the force in any department, it shall be on a seniority basis, that is, the least senior employee in service within that department shall be the first laid off.

When it becomes necessary for the Company to hire, those laid off shall be given first choice in the department in which they worked on a seniority basis, provided they can qualify as to ability and record and provided that their lay-off has not extended over thirty (30) months and provided that within two (2) days after the receipt of notification by registered mail, the employee signifies his or her intention to report for work within fourteen (14) days and does so report. The extension time allowance of thirty (30) months shall not be considered as time spent in continuous service. Nothing in this section shall be held to limit the authority of heads of departments to discharge an employee at any time for incompetent or unsatisfactory work.

- F. When an employee who has been laid off is later taken back, the employee shall be paid at the same rate as he or she was receiving prior to the lay off, provided that the employee is doing the same work. If a change in the wage rate for the same work has occurred, the employee will receive the adjusted rate upon return.

City

- G. Starters/Inspectors shall be a separate unit within the City Transit Transportation Division.

Effective December 11, 2013, the Company, at its discretion, shall select employees to the positions of Starter and Inspector. Employees interested in being selected to a Starter and Inspector shall sign up on a sheet provided by the Company and be interviewed by the Company. The Company may institute the use of a test as part of its selection process. Seniority shall not be a factor in the selection process.

Also effective December 11, 2013, the Company, at its discretion, may remove employees from the positions of Starter and Inspector, subject to the following:

- I. Prior to removing an employee from a Starter or Inspector position, the Company will evaluate the employee's performance in the position and provide a reasonable amount of time for the employee to improve his/her performance as determined by the Company.
- II. If the Company has recommended corrective actions or improvement goals for the employee and he/she fails to correct the actions or meet the goals, the Company may remove him/her as a Starter or Inspector.

- III. This process shall apply in matters of performance and shall not apply to misconduct matter or any other non-performance matter. In such cases, the Company may remove the employee immediately.

An employee removed from the position of Starter or Inspector by the Company shall be returned to his/her previous position without any loss of seniority in the bidding-in system.

The selection and removal processes and decisions of the Company in the positions of Starter and Inspector shall not be subject to the grievance or arbitration procedures of the CBA provided that the steps outlined in I – III are followed.

All Divisions

- H. When it becomes necessary to reduce the force in any department, it shall be on a seniority basis within that department, individuals that are to be laid off will then have the right to exercise their Company seniority if different than department seniority, with the following conditions:

- I. Operations Department employees have the right to bump into the transportation department (City and Community Division), Van Division and the Helper Unit.
- II. City Division drivers shall have the right to bump into Community Division, Van Division and Helper Unit.
- III. Community Division drivers shall have the right to bump into the City Division, Van Division and Helper Unit.
- IV. Van Division employees shall have the right to bump into the Helper Unit.
- V. Maintenance Department employees shall have the right to bump into the Helper Unit or other Departments in which they have already qualified in the past.
- VI. Clerical Employees shall have the right to bump into the Helper Unit or into any Department in which they have already qualified in the past.

It is also agreed that the employee affected by the layoff would enter the new Department on the bottom of the seniority list. Further, they would enter the new Department with their present progression for payroll and benefit accrual, but would be paid according to the rate for that Department.

Finally, it is understood between the parties, that should an employee not exercise their bumping rights, their call back rights would not be diminished in any way.

City

4. Extra work performed by City platform Operators shall be compensated for at time and one-half (1-1/2) for the actual time worked, except that compensation for this work shall be not less than one (1) hour at their regular rate.

Community

- a) Operators in the current Community Division will be reorganized as Community "A" operators. The Community Shuttle service will be incorporated into the Community Division and referred to as Community "B" operators and fall under the supervision of the Starters. Community "B" operators will not be allowed to do Community "A" work. Community "A" operators will be the first to fill open "B" work.
- b) Extra work performed by part time Community operators will be compensated at straight time for a total limited to 40 hours per week, including their regular work schedule. Community extra work will be offered to City Division operators once all Community part time operators reach 40 hours for that week and a Community Full Time operator does not want to fill the work. If no City Division operator fills the work it can then be offered to the part time operator exceeding 40 hours.

Van

- c) Extra work performed by part time Van employees will be compensated at straight time, unless the number of hours total more than forty (40) hours per week. Extra work performed by full time employees will be compensated for at time and one-half (1 ½) for the actual time worked after eight (8) hours per day, except that compensation for this work shall be not less than one (1) hour at their regular rate.

All Divisions

5. If a City, Community or Van Operator does two (2) pieces of work at different times, a minimum of one (1) hour shall be paid or whichever is greater for each piece of such extra work.
6. The basic days of work for City, Community and Van Divisions shall be eight (8) hours of platform time. The basic work week shall consist of five (5) such eight (8) hours days or forty (40) hours per week. Overtime at the rate of time and one half (1-1/2) shall be paid after eight (8) hours of work, or for all work performed on regular days off. No employee shall be paid daily and weekly overtime for the same hours worked.

City and Community

7. City and Community Operators desiring to be off duty must make requests for such leave of absence not later than 9:30 A.M. of the previous day, and they will ascertain either by inspection of the list or by verbally contacting the Dispatcher that they are signed off duty on the date requested.

Van

8. Van Operators desiring to be off duty must make requests for such leave of absence not later than 10:00 A.M. of the previous day, and they will ascertain either by inspection of the list or by verbally contacting the Transportation Coordinator that they are signed off duty on the date requested.

City

9. All known work will go first to the List Operators then offered, by seniority, to operators with a scheduled bid day off on that day. If bid day off person is being charged for working (above red line on list) he/she will not be bypassed for work until 13:00 hrs, at which time the work will be filled by the next day off person. Available work will be posted in the dispatch window and signed by available operators. Known work will be assigned 2 hours prior to scheduled start time to the senior operator who signed for the work. If not signed, the work will be called out by seniority to available operators. Operators are required to provide a primary contact number which will be called if extra work is available; if not answered the starter will move on to the next driver in seniority order. If the senior driver calls back before the work is filled he/she will be awarded the extra work. A driver may elect not to be called, "redlined" for extra work. Last minute work over 4 and 1/2 hours will be called out to operators with a bid day off, then in Seniority Order to available drivers that day.

Starter Overtime Rules:

1. Trainer/Starter – whenever the "Trainer" of new employees is training for 3 days or more at time and one half then they will be booked off of their job for the week. If they are training for 2 days or less then they will not be booked off their job for the week, only for the days they are training. The trainer will only be eligible for overtime after all others are exhausted.
2. Starter Out for Extended Period – first 2 weeks covered as overtime in seniority order. After 2 weeks the work goes to the back up until the Starter returns to his/her job.
3. Starter calls in sick or goes home sick for a period of 5.0 hours or more, the work goes to the day off Starter in seniority. 4.9 Hours or less will be offered as overtime to Starters working that day.

4. Back-up starter – 2nd and 3rd back-up can refuse only one time. The back-up will be removed from the position after the 1st refusal unless excused by the Company.
5. Back-up starter – 1st and 2nd back-ups can refuse work up to 3 consecutive times, unless there is no 3rd back-up. Following the third refusal, the 1st back-up will be subject to the rules of #4 above.

Special Occasions – in the case of a special event arising where many people are needed to train in many capacities and locations, the Company and Union will sit down to develop a bid for certain jobs and criteria for overtime. Once it is agreed on, the bid will be hung for all to sign accordingly.

Van

10. Van Operators will park paratransit vehicles where requested, including inside parking.

- a) Operators will exercise every effort to keep their vehicles clean of foreign matter.
- b) Each Company van will be equipped with protective equipment for the operator. This equipment will consist of the following: bucket, rubber gloves, surgical mask, sponge/rags and bleach.

City and Community

- 11.1) It is understood and agreed by the Company, the Amalgamated Transit Union, and all officers, officials and employees of both organizations that the Worcester Regional Transit Authority may subcontract any or all of the Company current (as of July 1, 2012) fixed route bus services upon termination of the contract between the WRTA and the Company.
- 2) This provision shall automatically terminate on the last day of this Agreement, July 1, 2018.
- 3) The parties acknowledge that Central Mass Transit Management, Inc. is a private corporation under contract with the Worcester Regional Transportation Authority (WRTA), which is a separate public Authority, and that the WRTA is not a signatory to this Agreement.

12. **Mandatory Annual Operator Training** **City & Community**

- 1) The Company may provide mandatory yearly training to all employees.

- 2) The training will be a mandatory requirement. Every employee will be required to sign up for the training and complete the class.
- 3) An employee required to attend a training session that falls outside his or her regular working hours shall be paid as if the time spent in training is in addition to his or her regular work assignment. In such cases the appropriate rules regarding overtime provisions and intervening time shall apply.
- 4) Any employee who does not sign up and complete the training classes will be subject to progressive discipline.
- 5) The Company will post notices with all dates & times of scheduled training allowing employees to sign up for a session that they are able to attend.

B. STRAIGHT RUNS

City

In the City Division regular service requirements shall be arranged so far as possible into straight runs. At least fifty (50) percent of the straight runs shall be eight hours or less and the remaining straight runs shall not exceed eight and three quarters hours of work. Straight runs shall comprise no less than 82% of all runs.

C. COMBINATION RUNS

City

1. City Division

Company is allowed to make combination runs that shall not exceed twelve (12) hours of outside time. Combination runs will be compensated at one and one half (1.5) for any portion of the work after ten and one half hours and at one and three quarters (1.75) for any portion of the work performed after eleven hours. Eighty (80) percent of the combination runs must be less than twelve (12) hours in outside time.

2. Community and Van Divisions

Community & Van

- a) The Company shall be allowed to make split runs which shall not be more than nine and one half (9 ½) hours work, and shall not exceed twelve and one half (12 ½) hours of outside time.
- b) Operators working a split run will be compensated at the rate of time and one half (1 ½) for any portion of work completed after twelve (12) hours.
- c) There shall not be more than one (1) unpaid relief within ten and one half (10 ½) hours in the split runs. All relief time outside of the said ten and one half (10 ½) hours in the split runs shall be considered intervening

time.

- d) The Company shall notify an employee not less than twenty-four (24) hours prior to making changes in additional runs. Union representatives may be present at such bidding-in, if desired.

D. LIST OPERATOR

1. City and Community

City & Community

- a) List Operators, when operating regular runs, shall be treated the same as regular operators.
- b) List Operators when ordered to report and who do so report shall be given one (1) hour of work, or pay therefore, provided they are not given work inside of one (1) hour. If given work inside of one (1) hour, they shall be paid for the actual time between the time of report and the beginning of this work in addition to payment for the time actually worked.
- c) All known work will be promptly posted in the window of the Starter's office, and will be assigned to Operators in order of seniority, if no extra report people are available.
- d) Except in emergencies, the spare list will become official at 10:00 a.m. on any day that service is running listing the work for spare operators on the following day. When service is not run on any given day then the spare list will become official at 10:00 a.m. on the last day that service was running for the first day that service is resumed.

2. Van Division

Van

- a) Van List Operators, when operating regular runs, shall be treated the same as regular operators.
- b) Van List Operators, when ordered to report and who do so report, shall be given one (1) hour of work, or pay therefore. The amount of report time shall be included in the guaranteed minimum if work is assigned.
- c) All known Van work will be promptly posted in the window of the Transportation Coordinators' office, and will be assigned to Operators on the spare list in order of seniority.
- d) Except in emergencies, the Van spare list will become official at 12:00 Noon, listing the work for List Operators on the following day.

E. PULLOUT AND TURN-IN TIME

1. City and Community

City & Community

- a) Operators who pull out of the garage at the start of their run will be required to report to the Dispatcher at the garage, fifteen (15) minutes in advance of the time their run is scheduled to leave the garage. This pull-out time is to be used to receive any instructions from the Dispatcher as well as complete a pre-trip bus inspection. Effective Saturday, October 2, 2004, payment for said 15 minutes shall be part of the daily guarantee of eight (8) hours. If the employee worked an 8 hour shift or greater, the pull out time will be paid at time and one half. The pullout time shall not be considered in computing the spread of a run unless the pullout out time coupled with the employee's regular hours exceed the hours as described in C 1. a) for City & C2. a) for Community.

Operators who relieve on the street and perform platform time equal to or greater than 8 hours per day will be paid 5 minutes extra at straight time for operating the fare boxes and inspecting the bus.

- b) Operators who pull out of the garage at the start of the second portion of their run will be required to report to the Dispatcher at the garage fifteen (15) minutes in advance of the time their run is scheduled to leave the garage. This pull-out time is to be used to receive any instructions from the Dispatcher as well as complete a pre-trip bus inspection. Payment for said fifteen (15) minutes shall be included as "work time" in computing pay.
- c) A pre-trip inspection will not be required if the bus assigned to the second portion of the Operator's run is the same bus the Operator pulled into the garage at the first portion of their run.
- d) Changing buses on the streets shall be the work of Operators. If no Operator is available, change may be made by maintenance personnel.
- e) Upon the move to the Maintenance & Operations Center at Quinsigamond Ave, the Company will provide a vehicle to shuttle drivers to and from the Hub. The vehicle will be controlled by the Starter who may use the Report person or other licensed Driver to operate the shuttle to facilitate driver shift changes. Drivers operating the courtesy shuttle will not receive additional pay for this duty.

2. Van Division

Van

Operators who pull out of the garage at the start of their run will be required

to report to the Transportation Coordinator at the garage, fifteen (15) minutes in advance of the time their run is scheduled to leave the garage. This pull-out time is to be used to receive any instructions from the Transportation Coordinator as well as complete a pre-trip inspection. If the employee worked an eight (8) hour shift or greater, the pull-out time will be paid at time and one half (1½). The pull-out time shall not be considered in computing the spread of a run unless the pull-out time coupled with the employee's regular hours exceed the hours as described in C2. a).

3. Van Division Fill-Ins and Open Work Van

- a) Changing vehicles on the streets shall be the work of Van Division Operators. If no Operator is available, change may be made by the maintenance personnel.
- b) Fill-ins for absenteeism, etc., will be covered by operators from the Van Division. The employee shall receive his or her regular rate or the rate of the employee whose assignment is being covered, whichever is higher. Every attempt will be made to fill open positions with Van Division personnel.
- c) In the event that the Van Division is unable to cover open assignments with Van Division personnel, the Company may request the City Transit Bus Division Operators to fill the assignments.
- d) The Company shall have the right to assign the last four (4) operators in seniority in the event that the regular means for filling open assignments have been exhausted.

F. RUN SELECTION

1. General All Divisions

- a) Operators shall choose runs in accordance with seniority of continuous service within the department, the most senior employee in continuous service to have first choice. All runs will be put up for bid at the closing and opening of schools and during January of each year. A fourth bid can be performed each year if necessary for financial or operations needs.
- b) The Company will provide the Union with the bidding schedules four weeks prior to the date of the bid. The Union will have 7 business days to review the bidding schedules and to meet with the Company to address any specific errors in the bidding schedules. If errors in the bidding schedules have been identified, the Company will correct the errors and resubmit the revised bidding schedules to the Union for final review. The

Union will have 1 additional business day from the date it receives the revised bidding schedules for final review of the corrections to the bidding schedules. If the Union believes the corrections have not addressed the specific errors, the Company and Union will immediately meet on the 1 additional business day or the next business day regarding the corrections. The Company will then post the approved bidding schedules at least 5 business days prior to the time of bidding. Further, if after the Union's review of the bidding schedules but prior to the bid, the Union identifies an issue(s) related to the bidding process but unrelated to the bidding schedules, the parties will work in good faith to resolve the issue(s) prior to the bid.

- c) The Company will post the approved bidding schedules at least 5 business days prior to the time of bidding.
- d) The Company will conduct all re-ratings under the following conditions:
 - (1 All employees will bid by seniority within their department. If an employee is not going to be available on the date of the bid they will have the opportunity to submit a bid before hand with multiple picks in the order of preference. If an employee is unable to submit a bid or the bid submitted is unavailable, the bid will be made by the union official present at the re-rating.
 - (2 When an employee is not available to work the job bid due to illness, injury or temporary work assignment that work will be operated by a list operator. When the employee who bid the job returns to work, they will resume their bid position on return. In the case where the days off of an employee returning to work conflict with those of an employee temporarily filling the position, the Company may return an employee to their regular bid position ahead of time to insure they can work their full bid work week.

This provision does not apply to Starters or Inspectors.

City & Community

- e) When a City or Community operator is going to be off for a period exceeding thirty days due to illness or injury and has already bid a piece of the work, the Company agrees to provide the Union the paperwork to conduct a hold down bid. The Operators will fill the hold down bid positions until the missing Operator returns, at which point all Operators return to their regular bid positions. This requirement is waived if the absence occurs within thirty days of a scheduled job bid. A hold down bid allows Operators to exercise their seniority to temporarily fill positions

between picks when a senior employee will be out longer than expected. The Union will conduct the bid & provide completed paperwork to the Operations Supervisor upon completion with the effective date to be determined at that time. An elected Union official conducting the hold down bid will be paid by the Union through Code 800 reimbursement.

All Divisions

- f) In order to maintain the operation, backup positions have been established to fill various vacant positions on a demand needed basis.
1. In positions deemed essential, such as the role of Starter/Inspector, any absence will be filled by a full-time Starter/Inspector or by a designated backup. In nonessential positions, where the job functions do not have a direct impact on the daily bus and van operation, as is the case with the Accounting and Payroll clerk, job backfilling will be made at the discretion of the direct supervisor. However, if a nonessential position is vacant for one week's time or greater, the position will be filled by a back-up until the regular employee returns to work.
 2. In the event a position will need to be filled for a length of time that is greater than two weeks, the back-ups, by seniority, will be offered the position, and if accepted, will remain in the position until the absent employee returns to work. The back-up will not be penalized for not accepting back-up work within the first two weeks of a position vacancy. After two (2) weeks, if there are two back-ups for a position and the first back-up refuses open work, the second back-up can be forced to work the open job.
 3. An employee can bid to be the first back-up to one position in either the Operations or Clerical departments. All bid jobs for back-up positions will be filled by department seniority and then by Company seniority.
 4. Quarterly refresher training of up to two hours will be given to all back-ups, with the exception of the Starters/Inspectors and Transit Coordinators, who will receive up to four hours of quarterly training. In the event a major change in job function occurs within a given job, additional training time will be provided to the back-up at the discretion of the direct supervisor.
 5. Back-ups for the positions for Starter and Inspector shall not be bid or filled by seniority. Back-ups for the positions for Starter and Inspector shall be selected or removed by the Company at its discretion. This

provision shall not be subject to the grievance or arbitration procedures of the CBA.

6. An employee can only hold one Back-Up position at any one time.

2. City and Community Divisions

City & Community

- a) The Company has the right to change inside times of additional runs as long as the time paid is not affected.
- b) The Company may make as many runs as possible out of fragments and these runs may be subject to change or discontinuance in whole or in part without any necessity upon the Company for rebidding.
- c) The Company shall notify an employee not less than twenty-four (24) hours prior to making changes in additional runs.
- d) When a run is divided on account of an employee who bid in such run asking off, the employee who works the greater portion of the run will get the benefit of the bonus time, if any.

3. Van Division

Van

- a) Operators working a split run will be compensated at the rate of time and one half (1 1/2) for any portion of work completed after twelve (12) hours.
- b) There shall not be more than one (1) unpaid relief within ten and one half (10 1/2) hours in the split runs. All relief time outside of the said ten and one half (10 1/2) hours, in the split runs shall be considered intervening time.
- c) An Operator may be prohibited from bidding a specific assignment when it is determined after investigation by the Union and the Company to be in the best interest of the employee, a passenger, or the service in general. In all cases the employee shall be afforded the opportunity to be heard before a decision is made.
- d) The Union and the Company agree that any employee's classification or assignment hours may be changed on either a temporary or permanent basis by written mutual agreement of the employee, the Union and the Company.

G. UNIFORMS

All Divisions

1. Allowance - The Company will provide a uniform allowance of \$400 annually for the term of the contract. There will be no carryover to the next calendar year if the employee fails to use their entire allowance.
2. The Operator has the option of purchasing out of their uniform allowance any item on the order form approved by the uniform committee.
3. A uniform cap for use while on duty will be optional. The only cap worn will be a Company approved cloth visor type with the WRTA logo.
4. Ties (different style for female operators) are optional, if a royal blue button down shirt, or a black sweater, (v neck or button down) or black, cloth vest is worn with the WRTA logo.
5. Selection of the uniform will be done by the Uniform Committee in cooperation with the Company management group.
6. New Operators:
New operators will receive the full annual uniform allowance upon the successful completion of training. At a minimum they must first purchase the following uniform garments: three shirts, three trousers, one hat and one three season jacket.
7. All bus Operators shall wear the proper uniform presenting a clean and professional appearance. When reporting for duty, Operators shall wear the proper uniform consisting of royal blue shirts with WRTA logo, short or long sleeve, black trousers, black socks and black shoes. Black shorts may be worn year round. Black cloth vests with WRTA logo, black v neck long sleeve pullover with WRTA logo, cardigan or sweater vest with WRTA logo and black WRTA jacket with WRTA logo are seasonal items.

Female operators may wear capris throughout the year, but must get them approved before being allowed to wear them or before receiving reimbursement for them.

The following are the standards:

- a) Uniform shirts will be tucked in at all times except for $\frac{3}{4}$ length oxford dress shirts and $\frac{3}{4}$ length golf shirts worn by females. All other uniform shirts worn by male or female must be tucked in at all times. If operators wear a t-shirt under their uniform, it must be all white and short sleeved (no lettering or logos on the t-shirt).

- b) Shoes will be black. All black socks only added to the uniform guidelines with maximum length up to the shin. Shorts and capris must be worn with all black ankle socks only.
- c) The only jacket to be worn while operating a Company vehicle is a uniform jacket with the Company logo.

The cost of the logo will be included in the cost of the item purchased. As a result, golf shirts with the WRTA logo may be worn year round and must comply with uniform standards stated above. The blazer will be eliminated and replaced with the Company issued three season jacket.

8. Operators are responsible for their own uniforms. Management will arrange for mass fittings at the Company two times a year. Anyone wishing to be fitted outside of those fittings can go to the vendor's location.
9. Operators who cannot be properly sized by the designated Company, will purchase from an acceptable substitute vendor and be reimbursed by the Company in accordance with the amount remaining in the operator's uniform allowance
10. Each Van Driver will be furnished with one (1) pair of ankle high steel toed shoes annually, not to exceed \$150.00 effective July 1, 2012. If an employee wears out the shoes through normal use the Company agrees to replace them.
11. All Drivers, Starters/Inspectors will be required to wear a Safety vest upon the move to the Maintenance & Operations Center at 42 Quinsigamond Ave. when walking through the Maintenance Department or when out of a Company vehicle on the right of way due to a vehicle accident and/or breakdown

Uniform Guidelines

All shirts, sweaters, jackets, and hats must have the WRTA logo. There will be a one year transition for the replacement of uniforms shirts from white to royal blue. Employees may continue to wear the current color shirts until 9/1/2019. All shirts must be royal blue as of September 1, 2019. Starters will be required to wear navy blue shirts with the WRTA logo

	Men	Women	Optional for Starters and Inspectors
Royal blue long or short sleeve oxford shirt with WRTA logo	XXXX	XXXX	
Black fleece vest with WRTA logo	XXXX	XXXX	
Black sweater pullover or cardigan with WRTA logo	XXXX	XXXX	
Black pants pleated or flat front	XXXX	XXXX	
¾ length oxford dress shirt with WRTA logo		XXXX	
¾ length golf shirt with WRTA logo		XXXX	
Royal blue short sleeved golf shirt with WRTA logo	XXXX	XXXX	
Black tie (optional), with WRTA logo	XXXX	XXXX	
Black baseball cap (optional)	XXXX	XXXX	
White turtleneck	XXXX	XXXX	
Black three season jacket styles with WRTA logo	XXXX	XXXX	
Black pleated Company issued walking shorts	XXXX	XXXX	
Black cloth vest	XXXX	XXXX	
Black windbreaker jacket	XXXX	XXXX	
Navy Blue windbreaker jacket			XXXX
Navy Blue Pants			XXXX
Shoes Black	XXXX	XXXX	
Heavy Winter jacket ¾ length	XXXX	XXXX	

H. WAGES

1. General

City

a) City Division Wage rates and cash bonuses shall be determined as follows:

(1)The hourly wage rate for top Operators in the bargaining unit shall be as follows:

Effective 11/1/18 – 1%*	\$29.63
Effective 2/1/19 – 2%	\$30.23

* Full time employees will receive the 1% raise effective 9/1/2018 but only on base 40 hours per week, part-timers will receive the same for 20 hours per week worked.

(2)The hourly wage rate scale for employees other than Operators shall be a percentage of the top Operator rate as follows:

Chief Starter	111%
Starter/Dispatchers	109%
Inspectors	109%

b) The following wage rate progression scales shall apply to all new hires covered by this Agreement:

Years of Service*	Hire Before July 1, 1996**	Hire on or After July 1, 1996
0-1	65%	65%
1-2	73.75%	70%
2-3	82.5%	80%
3-4	91.25%	85%
4-5	100%	90%
Thereafter	100%	100%

*Refers to years of service in City transit.

**Refers to date of hire at Central Mass Transit Management, Inc.

Community

c) The following wage rate progression scale shall apply to all Community bus Operators, effective July 1, 1999:

Rate (1st year)	65% of City Transit Top Operator
Rate (2nd year)	70% of City Transit Top Operator
Rate (3-4 years)	75% of City Transit Top Operator
Rate (5+ years) Part-Time	80% of City Transit Top Operator
Rate (5+ years) Full-Time	85% of City Transit Top Operator

Van

d) The hourly wage rate for top Van Operators in the bargaining unit shall be as follows:

Effective 11/1/18 – 1%*	\$17.61
Effective 2/1/19 – 2%	\$17.96

*Full time employees will receive the 1% raise effective 9/1/2018 but only on base 40 hours per week, part-timers will receive the same for 20 hours per week worked.

The following rate wage progression scale shall apply to all Van Operators hired after July 1, 1988:

- First two (2) months of service - 90% of top Operator's rate
- Next ten (10) months of service - 95% of top Operator's rate.

2. Wage Related Work Rules

a) General

All Divisions

- (1) While a Bus Operator is instructing a new employee, he or she shall receive twenty five dollars (\$25.00) additional per day for such services. For passenger counts an operator will receive twenty-five dollars (\$25.00) per day for such service.
- (2) An employee performing any work in a classification higher than that to which he or she is regularly assigned shall be paid at the higher rate for all time spent working in the higher classification. An employee performing work in a lower classification shall be paid at the rate of his or her regular classification, and such assignments to a lower classification shall be made only on an emergency basis. (An employee assisting an employee of higher classification shall receive the pay of his or her own classification unless and until he or she assumes the control and completion of the work).

(3) The Company will make every effort to provide each operator with a break throughout the day to address the operator's personal needs. Further, the Company and Union will set a procedure to ensure that the employee and the service will not be negatively impacted.

(4) Operators compelled to run beyond their regular time on any regular or extra scheduled run shall receive time and one-half (1-1/2) if their work is thereby extended beyond their regular relief time. Reference is made to this Agreement as to the limitation in the amount of bonus time which shall be paid.

(5) The time elapsed between the termination of an Operator's scheduled run and the time of reporting for an extra subsequent thereto, or if runs the extra first, then the time that elapses from the completion of the extra to the start of his or her scheduled run shall be intervening time.

(6) For intervening time an employee shall be paid at his or her regular rate for the actual intervening time, but not to exceed one (1) hour. Employees on intervening time are not required to remain on the property.

b) Community and City Divisions

City & Community

- (1) Operators substituting for Inspectors will be paid the hourly rate of pay for Inspectors.
- (2) Operators who are scheduled or ordered to report for regular, extra or special service, and who do so report, but who are not allowed to perform such work, shall be paid for the time allowed for such regular, extra or special work. The Operators scheduled for such work shall remain on report until the work is performed. This section shall not apply to Operators who are not allowed or able to perform such regular, extra or special service because of being "late-in", but in any case of Operators "late-in", whether or not scheduled for any such regular, extra or special work, such "late-in" Operators shall be paid at their regular rate for the actual time only by which their "late- in" is in excess of eight (8) hours.
- (3) Effective January 1, 1988, all routes shall be adjusted to allow a minimum of three (3) minutes recovery time at the end of each line. Recovery time shall not be included on trips deadheading to or from the garage.

c) Community Transit Work

City & Community

(1) The Company will minimize the amount of Community Transit work offered to City Transit Operators by first using Community Transit Operators to fill shifts, reliefs and set-backs that are required on Community Transit

routes. In the event that no Community Transit Operator is available, the work will be offered to City Transit Operators. City Transit Operators may at their individual option refuse to work reliefs and set-backs, however shifts will be performed by City Transit Operators. In the event of a legitimate emergency in which a driver or passengers would otherwise be stranded or excessively delayed, City Transit Operators, if available, will perform reliefs and setbacks if none of the following employees are available: Community Transit Operators, Starters or Inspectors.

- (2) The Community report operator can/will shift city buses when no City report is available (at the City wage rate).
- (3) All Community Transit work performed by City Transit Operators will be paid at the rate of time-and-one-half (1-1/2).
- (4) Future route extensions and additional service on current City Transit routes will continue to be City Transit work. All shuttle, park and ride circulator routes and similar service will be additional Community Transit work. Other local line haul work will be assigned as determined by the Union and the Company on a case-by-case basis.
- (5) The Company will investigate the costs and benefits of establishing a Community Transit part time list person.

VII. MAINTENANCE & CLERICAL

A. GENERAL

1. CITY DIVISION

City

- a) All employees in the Maintenance Department shall have consecutive days off.
- b) All maintenance employees hired after 7/1/12 will hold and maintain their Massachusetts Class B CDL license. All maintenance and clerical employees shall maintain and have in their possession while on duty, all documents and licenses required by law as being necessary to perform their duties.
- c) Rubber goods shall be furnished to all employees regularly employed as Inspectors, Bus Washers, Road Service Person, Pitmen, and Garage Helpers.
- d) The Company will, at its own expense, provide five (5) laundered shirts and five (5) laundered work pants for employees in the bus shop and

garage.

- e) The Company will, at its own expense, provide a winter jacket for all maintenance employees, every two years or on date of hire. In the event employees have broken service in the Maintenance Division, they will wait up to three years for jacket replacement.
- f) Each active employee in the maintenance department will be furnished with one (1) pair of ankle high steel toed shoes annually, not to exceed \$200.00 effective July 1, 2012. Employees may purchase Company approved steel toed boots from vendor of choice and submit receipt clearly indicating the shoes procured within thirty (30) days. Employees will be reimbursed within fourteen (14) days. If an employee wears out the shoes through normal use the Company agrees to replace them.
- g) Five (5) minutes shall be allowed to all maintenance employees to wash before going to their meals. Ten (10) minutes shall be allowed to wash at the end of their day's work.
- h) One fifteen (15) minute coffee break per day shall be allowed for Maintenance and Clerical Union employees.
- i) A day's work for regular employees in the shop shall not exceed eight (8) hours for every day (including Saturdays, Sundays and Holidays) in which they are required to work, the same to be completed within eight (8) consecutive hours, except as wherever otherwise in the Agreement provided. The work week shall consist of five (5) such eight (8) hour days or forty (40) hours per week. (The first shift shall be from 7:00 A.M. to 3:00 P.M. and will work straight eight (8) hour time). Maintenance employees will work straight eight hour time on Sundays and holidays when scheduled to work on these days. The work hours of an employee may be changed by Agreement of the Union, the Company and the employee involved.
- j) All Maintenance employees who are performing a road call will be required to wear a Safety vest when out of a Company vehicle on the right of way due to a vehicle accident and/or breakdown.

All Maintenance employees will be required to wear Safety glasses when working on Company vehicles or while in the yard moving/servicing vehicles. The Company will agree to purchase prescription safety glasses for those employees who require and wear regular prescription eyewear.

k) Maintenance Training - Any employee interested in becoming a CMTM mechanic must complete the Company's Internship AND Testing program in order to be eligible for a Mechanic job.

Step 1 - Intern Program:

Employees can gain knowledge and experience of CMTM mechanic positions by spending time (unpaid and outside their scheduled work) with mechanics and specialists. This will also demonstrate their initiative and mechanical ability. Anyone interested in obtaining the internship certificate should see the Director of Maintenance.

Purpose: The Company is offering this hands-on learning opportunity to provide a basic training program for potential and eager candidates to become a CMTM Mechanic in the future. Maintenance Employees have priority for enrollment in the intern program. Non-Maintenance employees can apply only if no maintenance personnel are interested.

The Company will allow 2 active interns at one time and each participant will have 90 days to complete the required minimum hours for the program.

A minimum of at least 15 hours of personal, unpaid time to be approved, scheduled and signed off by Director of Maintenance. The 15 hours will consist of the intern spending time with a mechanic or specialist observing and assisting in mechanical work. The minimum 15 hours must be completed within 90 days. Additional "intern" time is encouraged and can be scheduled through the Director of Maintenance.

The mechanic or specialist will provide informal feedback to the Director of Maintenance on the intern's mechanical aptitude and attitude.

The General Manger will interview each intern candidate at the end of the 90-day program to determine eligibility for a Mechanic position.

NOTE: Mechanics or specialists involved with mentoring for this program will not be compensated for additional training pay as described in the contract page 39, Section VII, k,3.

Garage Helpers who have attempted the ASE exam as of December 1, 2017 and have not been promoted to an open Mechanic-A job have the following options:

> Can utilize the following intern opportunity as a Garage Helper:

Intern program must be completed in 20 days with a minimum of 5 hours of personal unpaid time (scheduled through the Director of Maintenance).

The intern hours are to be spent with Mechanics and/or Specialists to gain knowledge and experience for the position. Additional "intern" hours are encouraged to ensure successful promotion and can be scheduled through the Director of Maintenance.

OR

> Can waive the intern program to go through regular bidding procedures when a mechanic job is posted. Successful completion of Step 2/Testing is required.

Step 2 - Testing:

Completing the intern program allows potential candidates to be eligible to sign a posted bid for mechanic and move on to Step 2 of this process. In order to remain in a Mechanic position, candidates must pass a hands-on test that will include the following tasks which will be selected and overseen by the Director of Maintenance or Assistant General Manager:

- Utilize electrical training module to test and diagnose various components and symptoms.
- Assess air brakes module to evaluate the following components and determine if there are any issues for valves, lines, air dryer, fittings, shoes and slack adjusters.
- Identify Fault Codes (3 will be assigned by Director of Maintenance) and utilize Training Library to identify the issue and retrieve procedures and complete the repair.
- Complete a walk-thru of a bus PM.

Testing will be scheduled between day 20-day 30 in the mechanic job.

2. Van Division Clerical

Van

a) General

(1)Two ten (10) minute coffee breaks per day shall be allowed for Clerical Division employees.

b) Wages

(1)The hourly wage rate scale for employees other than Operators shall be a percentage of top Operator rate, as follows:

Chief Transportation Coordinator	=	119%
Transportation Coordinator	=	117%
Scheduler	=	115%

Call Taker/Scheduler	=	105%
Return-Line Call Taker	=	95%
Call Taker	=	90%
Monitors	=	85%

- (2) Unless otherwise provided in this section all other employees who are appointed to jobs as Call Takers and Call Taker/Schedulers shall be paid at the rates shown in the table above.
- (3) An employee who is no longer qualified to work as an Operator and who is appointed to a clerical position shall be paid his or her regular rate of pay or the rate of the clerical classification for which they are appointed, whichever is higher.
- (4) Employees working as substitutes for clerical classifications shall be paid their regular rate of pay or the rate of the clerical classification for which they are substituting, whichever is higher.
- (5) The hourly wage rate for other classifications shall occur at such time that the classification is added to the Van Division.
- (6) Should the Van Division begin operating school bus service, it is agreed that the contract will automatically be opened for inclusion of school service employees.

c) Change of Classification or Assignment Hours

The Union and the Company agree that any employee's classification or assignment hours may be changed on either a temporary or permanent basis by written mutual agreement of the employee, the Union and the Company.

d) Uniforms

- (1) The Company will provide clerical employees the same issue of uniforms as are provided to Operators except that steel toed shoes, rain slickers and heavy winter coats shall not be issued or required to be worn.
- (2) All other provisions related to uniforms for Operators shall apply to clerical employees unless specifically provided otherwise in this Section or mutually agreed to by the Company and the Union.
- (3) The Company may designate uniform garments of a different style or color for clerical employees.

e) Transportation Coordinator

- (1) Transportation Coordinators may return to the position of Operator at any time after giving the Company at least one (1) weeks's notice to fill the vacancy created. The Company may return a Transportation Coordinator to the position of Operator at any time as a result of unsatisfactory performance as a Transportation Coordinator. Nothing in this section is intended to diminish the Company's right to administer discipline or to terminate the employment of a Transportation Coordinator.
- (2) Transportation Coordinators are expected to use reasonable judgment to issue instructions and orders to Van Operators, and when necessary, Maintenance personnel to provide for the safe and efficient functioning of the public transit system operated by the Company.
- (3) Employees of this division are expected to strictly observe all operating rules and regulations of the Company and all special orders of the Company and its officials and are responsible for observing and recording compliance or noncompliance by other employees of all operating rules, regulations and special orders, and shall be required to report such compliance to the Company as required by officials of the Company.
- (4) Transportation Coordinators may relieve an employee from duty when, in their judgment, continuation of duty by the employee would constitute a threat to the safety or well-being of the employee, customers, other employees or the general public.
- (5) The Union and the Company agree that no member of the Union shall harass or retaliate against an employee serving as a Transportation Coordinator as a result of any action taken by the employee to fulfill the duties of the job of Transportation Coordinator.

(Note: The parties have also agreed that the Company may seek an opinion from the National Labor Relations Board as to whether these positions should be excluded from the Agreement under Subsection I, B.)

B. TOOLS

City

- 1. Worn or broken quality guaranteed tools will be replaced by respective tool representatives that do business on Company property. A list will be established for all non-guaranteed tools for A Mechanics, B Mechanics, Specialists and all other employees who had been in those classifications on June 26, 1981. The Company shall replace the non-guaranteed tools with a guaranteed tool when worn or broken on the job. The guaranteed tools shall include the following trade names: Snap-On, S & K, Bonney, Mack and

Craftsman. The Company will be responsible for replacing these name brand tools with the exception of Craftsman.

2. The Company will replace worn or broken quality guaranteed tools with a tool of equal quality if the manufacturer goes out of business.
3. Tools that have been grossly abused will not be replaced.
4. When requested, in writing, by a Mechanic, the Company may, at its discretion, arrange for his or her, the purchasing and financing of "quality guaranteed" mechanic's tools not to exceed \$500.00 at any time. The employee will pay for the tools by payroll deductions or payments as the Company will arrange, which weekly payments shall not be less than \$12.00 per week for balances of \$150.00 or more and \$7.50 per week on balances less than \$150.00 during the purchase agreement.
5. The Company agrees to purchase Metric tools that are needed to repair new buses having Metric sizes. The Company will own said tools and will let out only when needed to repair buses.
6. An annual tool allotment will be provided to maintenance employees in the classifications of Foreman, Specialist, Mechanic A and Mechanic B.

Effective 7/1/18 \$500.00

The Company agrees to provide vouchers up to their annual allotment towards the purchase of new tools for those employees who receive a position upgrade.

7. The Company will insure and make whole the replacement of all stolen inventoried mechanic's tools.

C. WAGES

City

1. These percentages relate to the top Operator pay of City Transit bus Operators. The hourly wage rate scale for employees other than Operators hired before July 1, 1981 shall be as follows:

Working Foreman	= 110%
Specialists	= 109%
Mechanic A	= 104.5%
Parts and Environmental Specialist	= 109%
Counting Room Clerk	= 102%
Mechanic B	= 101.5%
Garage Helper (hired after July 1, 1981)	= 85%

Payroll Clerk	= 109%
In year 1, 80%; in year 2, 95%; in year 3, 100%;	
Accounts Receivable Clerk	= 109%
In year 1, 80%; in year 2, 95%; in year 3, 100%;	
Janitor (hired before July 1, 1981)	= 80%
Janitor (hired after July 1, 1981)	= 75%
Part-Time Tire Person	= 75%
Telephone Receptionist	= 75%
Telephone Receptionist Effective 07/01/09	= 80%
Part-Time Office Clerk	= 66%
Part-Time Telephone Receptionist	= 70%
Part-Time Traffic Checker	= 60%
Part-Time Garage Helper	= 75%
Data Entry Clerk	= 60%

2. Any employee who is assigned to work for one (1) or more days as a Specialist shall be reimbursed at the Specialist rate of pay.
3. No employee hired before July 1, 1978, shall be reduced. Employees employed as Mechanic Helper, Garage Helper or Cleaner before July 1, 1978, shall receive the same cents-per-hour wage increases received by the top Operator.
4. Overtime of employees, whose day's work is limited by this section to eight (8) hours shall be paid at the rate of time and one-half (1-1/2).
5. Maintenance employees who have done a full day's work and are called from their home for extra work, will be paid from the time they are called, providing they report for work at the garage within one (1) hour from the time they are called. At discretion of maintenance manager, an employee may exceed the one (1) hour report time (during extreme weather conditions) but will not be paid extra travel time.
6. When employees, not ordinarily working on Sundays or Holidays, other than Operators, are called upon to do emergency work on Sundays or Holidays, the minimum of one (1) day's pay will be allowed if the time computed at Sunday or Holiday rate does not amount to one (1) day.
7. The following wage rate progression scale shall apply to all maintenance and clerical positions except as noted in C-1 on previous page:

Years of Service*	Hire Before July 1, 1996**	Hire On Or After July 1, 1996**
0-1	75%	80%
1-2	85%	90%
Thereafter	100%	100%

*Refers to years in service in City transit.

**Refers to date of hire at Central Mass Transit Management, Inc.

8. The Accounts Receivable Clerk and Payroll Clerk will be required to possess at minimum an Associate's Degree in Accounting or Finance. The Company reserves the right to have the Accounts Receivable and Payroll Clerk positions bonded.

D. JOB CLASSIFICATION AND DUTIES

City

The following classifications are guidelines to establish competencies and duties for the various Job Classifications of maintenance employees. The Foreman may assign work to the most competent employee, who has been trained to perform such duties, providing the Specialist, who is on duty who normally performs the work, has been asked first. Component rebuild work will be performed by the Mechanic/Specialist(s) who holds the position unless out on a long term absence in which event the Company will fill the position with a temporary bid. Until the bid process has been completed, the Company has the right to assign a Mechanic Specialist to perform the work.

1. Specialists:
 - a) Rebuilding motors, transmissions, rear ends, clutches, etc.
 - b) Rebuilding front ends and brakes.
 - c) Air work.
 - d) Air-conditioning work.
 - e) Electrical work and electrical parts.
 - f) Building maintenance.
 - g) Body work.
2. Mechanic First Class "A":
 - a) Rebuilding engines on hoists.
 - b) Tune-ups.
 - c) Replacing turbines, transmissions, oil pump housing, timing gears.
3. Mechanic First Class "B":
 - a) Repairing minor defects.
 - b) Repairing lights.
 - c) Adjusting brakes and hand brakes.
 - d) Replacing slack adjusters.

- e) Replacing diaphragms.
- f) Repairing or replacing heater motors.
- g) Replacing one or two injectors (with proper supervision).
- h) Any work that does not require too much time.

4. Mechanic Helper:

- a) Working with Second Class Mechanic, First Class Mechanic, or Specialist.
- b) Sweeping floors, etc., in the garage when other work is not available.

5. Garage Helper:

- a) Shifting buses, washing and cleaning buses, greasing buses, checking batteries, changing tires, and cleaning of parts.

6. Janitor:

- a) Sweeping, vacuuming and scrubbing floors.
- b) Cleaning rest rooms and public areas.
- c) Cleaning front office areas
- d) Washing windows and walls.
- e) Removing trash and debris.
- f) Other cleaning duties as required.

7. Working Foreman:

- a) All duties that they are qualified to perform in absence of qualified mechanic
- b) Assign work to qualified classifications
- c) Perform any other work or duties assigned by the Company

8. Parts and Environmental Specialist:

- a) Organize and physically check stock locations.
- b) Issue parts and tools
- c) Maintain all historical data including fuel, oil usage and major component serial numbers.
- d) Order parts, issue purchase orders, receive and stock orders and processes invoices.
- e) Develops Alternate Vendors for OEM Parts and monitors Quality Assurance.
- f) Coordinate Warranty Program and file Warranty claims.
- g) Ensure cleanliness of parts storage area, counter space and receiving area.
- h) Work with Maintenance Manager to maintain inventory control of parts.
- i) Conducts quarterly physical inventory and weekly cycle counts.
- j) Participate in and maintain familiarity with Environmental Audits Reports and coordinate Spill Prevention and Countermeasure Plan.

- k) Willingness to attend Company sponsored training seminars related to job performance.
- l) Perform clerical and organization functions in the Maintenance Department

9. Van/Auto Specialist:

- a) Inspection, defects and all repairs pertaining to light vehicles.
- b) Issue state inspection stickers.
- c) Other duties assigned by Foreman.

E. BIDDING

City

1. All employees in the Maintenance and Clerical Departments shall choose their job in accordance with their seniority of continuous service with their respective department, the most senior employee in continuous service with their department having first choice when vacancies occur in their classifications (the bidding-in system to prevail.)

2. When any job comes permanently vacant in the Maintenance and Clerical departments, which the Company wishes to fill, it will be posted for bid and filled within thirty (30) days.

The Union Steward will be present during all bids. If an employee is unavailable to submit a bid during a Maintenance bid, or the bid submitted is unavailable, the bid will be made by the Maintenance Steward present when the bid is conducted.

3. All jobs posted for bid in the Maintenance and Clerical Departments shall be sent to the local Business Agent ten (10) business days prior to posting.

4. Employees who, as a result of a re-bid caused by a reduction in jobs in the Maintenance department, bid into another classification shall be given first opportunity when their prior job becomes open if the employee is the most senior person bidding on the job.

5. The Maintenance department will be divided into two distinct units; mechanical and service. The mechanical unit will include Working Foreman, Specialists, Mechanic A's and Mechanic B's. The service unit will include Garage Helpers, Cleaners and the Janitor.

6. Each unit will maintain its own separate seniority list. For purposes of vacations and other benefits, total Company seniority will be maintained.

7. An employee who bids, by choice, into the unit in which he/she is not presently assigned, will go into the unit at the bottom of the seniority list for that unit. If the employee chooses to bid back into the previous unit, he/she

will go into the unit at the bottom of the seniority list.

8. If an employee's bid job is eliminated or significantly changed, the employee may bid any position the employee is qualified for based on unit seniority. Any employee affected by the bid of a higher seniority employee may then bid any position that employee is qualified for based on unit seniority. This process will continue until all bidding is completed.

9. If an employee chooses to bid into a lower classification, when an equal or higher classification could be chosen, the employee will receive the lower wage level of the new classification.

10. An employee who is forced to bid into the other unit, by reason of a reduction in the work force, will be placed in that unit's seniority list based on the department seniority.

F. BACK-UP POSITIONS

City

The Company will offer the Back-Up Payroll Clerk the Payroll Clerk's rate of pay for the day when a manual payroll check is needed and the full-time Payroll Clerk is absent. If the back-up Payroll Clerk is not readily available to issue a check, he/she would be asked to accomplish it at the end of their work shift. If this is not acceptable or the back-up clerk is not available, the Business Agent will be notified relative to an exception that is agreeable.

VIII. COST-OF-LIVING ADJUSTMENTS

City

A. All accumulated cost-of-living increases received by members of this Local shall be frozen into the base rate of pay EFFECTIVE JUNE 30, 1999.

B. All employees working at a percentage rate of pay receive that percentage of the raise on each yearly raise. All cost of living adjustments will also be computed based on each employee's percentage rate of pay.

C. The basic wage rates shall be subject to cost-of-living adjustments, up or down, in the following manner, except that no adjustment shall reduce the wages below the basic wage rates set forth above.

D. The base Index shall be the Consumer Price Index-W (1967=100 series) as published by the Bureau on Labor Statistics beginning April 1984.

E. Semi-annual adjustments will be made as of December 1st and June 1st, of each year, based upon changes between the base Index and the Index for October and April of each year, with an adjustment of 1 cent per hour for each

0.5 point change.

F. All payments to be a maximum of 15 cents per payment and minimum of 15 cents per payment.

All Divisions

G. There will be no cost-of-living adjustment paid for the term of this Agreement.

IX. HOLIDAYS

A. GENERAL

All Divisions

1. All employees who are entitled to holiday pay and are not scheduled to work on that day shall receive eight (8) hours pay at their regular rate of pay, providing the employee has performed all work on the last scheduled work day preceding the holiday and the first scheduled work day following the holiday. This requirement shall not be applicable if the employee did not work the last scheduled work day preceding the holiday and the first scheduled work day following the holiday because of established illness of more than five (5) days, absence on Union authorized business communicated to the Company, or any other absence authorized by the Company.

2. Holidays, whenever possible, will be bid four (4) weeks in advance. The Company shall have the right to assign the last four (4) Operators who have bid the holiday off to fill vacancies on the holiday bid caused by sickness. They will be notified three (3) business days prior to the holiday if they have the holiday off.

3. Employees temporarily absent for less than five (5) working days or absent due to injury suffered in the course of employment will not be eligible for holiday pay. Employees who are scheduled to work on holidays and who report and work will receive double time and one-half provided they work the last scheduled day before and the first scheduled day after the holiday. Employees who fail to do so shall lose the half time premium.

4. Employees who are scheduled to work a holiday and who report, but do not complete their assignment, will be paid holiday pay plus straight time for the hours actually worked.

B. CITY DIVISION

City

1. Ten (10) holidays, all guaranteed, will be paid holidays for all hourly employees in the Maintenance, Clerical, and Transportation Departments.

If an employee is scheduled to work on such a holiday and for any reason does not work, he or she will not be entitled to holiday pay.

2. The ten holidays are:

- New Year's Day*
- Martin Luther King's Birthday
- President's Day
- Patriot's Day
- Memorial Day*
- *Major Holiday

- Independence Day*
- Labor Day*
- Columbus Day
- Thanksgiving*
- Christmas*

C. COMMUNITY DIVISION

Community

1. Ten holidays, all guaranteed, will be paid holidays for all full time hourly employees in the Maintenance, Clerical and Transportation Departments. If an employee is scheduled to work on such a holiday and for any reason does not work, he or she will not be entitled to holiday pay.

2. The ten holidays are:

- New Year's Day
- Martin Luther King's Birthday*
- President's Day*
- Patriot's Day*
- Memorial Day
- * Mandatory

- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving
- Christmas

All Divisions

3. These ten (10) holidays will run from July 1st to June 30th for each contract year.

D. VAN DIVISION

Van

1. Ten (10) holidays, all guaranteed, will be paid holidays for all full time hourly employees in the Clerical and Transportation Departments. If an employee is scheduled to work on such a holiday and for any reason does not work, he or she will not be entitled to holiday pay.

2. The ten holidays are:

- New Year's Day*
- Martin Luther King's Birthday
- President's Day

- Independence Day*
- Labor Day*
- Columbus Day

Patriot's Day
 Memorial Day*
 *Major Holiday

Thanksgiving*
 Christmas*

3. Veteran's Day will be an additional guaranteed holiday for full time employees who are assigned to Special Transit demand-response service only. This is reflective of conditions which existed with the former operator of the service.

Employees hired on or before June 30, 1997 will be given the choice of taking either Veteran's Day or the day after Thanksgiving as their additional guaranteed holiday.

Employees hired on or after July 1, 1997 will be required to take the day after Thanksgiving as their additional guaranteed holiday.

4. Employees who are scheduled to work on holidays (including Veteran's Day and Day After Thanksgiving) and who report and work will receive double time and one-half provided they work the last scheduled day before and the last scheduled day after the holiday. Employees who fail to do so shall lose the half time premium. This requirement shall not be applicable if the employee did not work the last scheduled work day preceding the holiday or the first scheduled work day following the holiday because of established illness of more than five (5) days, absence for Union authorized business, or any other absence authorized by the Company.

X. VACATIONS

A. GENERAL

All Divisions

1. Where vacations of a week or more exist at the present time, the same shall be given during the term of this agreement. Vacation pay for all full time employees shall be forty (40) hours pay for each week of vacation. The number of weeks given shall be determined by the number of days worked during the previous calendar year as follows:

Years of Service	
6 months of service	1 week

Years of Service*	Days Worked**		
	0-129	130-159	160 +
	Days		
2-5	0 weeks	1 week	2 weeks
6-12	0 weeks	2 weeks	3 weeks
13-15	0 weeks	3 weeks	4 weeks
16-25	0 weeks	4 weeks	5 weeks
26 and above	0 weeks	5 weeks	6 weeks

*Refers to years of service in City transit, Community, Van
 The Company will conduct all vacation bids under the same conditions provided ratings.

** Time worked on light duty will be credited towards hours paid on a prorated 8 (eight) hour day.

2. If an employee receives a maximum vacation, depending on his or her length of service, in one year by using the days out sick to make his or her 160 days, the employee will not again be entitled to any vacation until he or she has actually worked 130 days in the previous calendar year. This provision is available for each employee only once in their career. For 130 days actually worked the employee will receive one (1) less week than his or her applicable maximum. For 160 days he or she will receive the employee maximum. Days absent, due to Union activities, will be considered as days worked.
3. If any employee is placed on the pension list any time during the year, the employee shall be entitled to vacation pay provided the employee has worked the required number of days designated in the contract.

B. CITY DIVISION

City

1. During the years in which the employee's vacation allowance increases, the employee shall be eligible for vacation in the following calendar year based on the following pro-ration: January, twelve-twelfths (12/12) of earned vacation; February, eleven-twelfths (11/12) of earned vacation; March, ten-twelfths (10/12) of earned vacation, etc., in the following calendar year. For purposes of this provision, increases occur in the second (2nd), sixth (6th), thirteenth (13th), eighteenth (18th) and twenty-eighth (28th) years.
2. The vacation pay of regular employees of maintenance department shall be figured at the number of hours in the basic work week which the employee was regularly working multiplied by the employee's regular rate of pay per

hour. Any employee temporarily filling the place of another employee shall not be entitled, during his or her vacation, to a higher rate of pay if a higher rate exists for the place which he or she is filling, but he or she shall only be paid at his or her regular rate.

C. CITY AND COMMUNITY DIVISIONS

City & Community

1. For City and Community Divisions, the above work requirements shall include credit for paid sick and paid personal days as recognized by the Company.

D. COMMUNITY AND VAN DIVISION

Community & Van

1. For Community and Van Divisions, any employee hired after the 15th day of January in a calendar year shall be eligible for vacation in the following calendar year based on the following pro-ration: February, eleven-twelfths (11/12) of earned vacation; March, ten-twelfths (10/12) of earned vacation, etc., in the following calendar year.

Community

The above provision shall also apply for Community Division during the years in which the employee's vacation allowance increases. For purposes of this provision, increases occur in the second (2nd), sixth (6th), thirteenth (13th), eighteenth (18th) and twenty-eighth (28th) years.

E. VACATION BID PROCEDURE

All Divisions

1. Vacations will be assigned on a seniority basis and may, at the discretion of the Company, be spread over the entire year. The number of employees on vacation at any given period of time during the year will be determined by the Company in its sole discretion and with regard to the maintenance of scheduled service and work requirements. All employees may bid and take consecutive vacations in order of seniority.

City

2. Notwithstanding paragraph 1, a minimum of five (5) City Division Operator vacation bid positions will be available for summer and school vacation weeks; a minimum of four (4) Operator vacation bid positions will be available for other weeks. These minimums are subject to adjustment by mutual Agreement of the Union and Company if the number of Operators eligible for vacation increases or decreases by 10% from the number of Operators on the seniority roster as of August 3, 1996.

City & Community

3. Vacations for the calendar year in the Transportation and Maintenance Department will be selected in late November or early December in accordance with seniority, similar to that now used for bidding-in runs. Schedules of available vacation periods, and of the number of employees permitted to bid for each period, will be posted by the Company. Copies of such schedules will be furnished to the Union at least five (5) days prior to the vacation bid.

Community

4. Notwithstanding paragraph 1, there shall be no maximum number of vacation bid positions in the Community Division for summer and school vacation weeks.

Van

5. Notwithstanding paragraph 1, a minimum of two (2) Operator vacation bid positions will be available per week in the Van Division throughout the year.

Maintenance

6. Notwithstanding paragraph 1, a minimum of five (5) Maintenance employee vacation bid positions will be available year round. These minimums are subject to adjustment to four (4) vacation bids if a Maintenance employee is out on Worker's Compensation.

F. SINGLE DAY VACATION

All Divisions

Employees are eligible for single day vacation days provided that such use does not interfere with the ability of the Company to complete scheduled work

G. WORKING VACATION

1. City and Community Division

City & Community

Employees eligible for three (3) or more weeks of vacation may at their individual option take the vacation or work one (1) week of vacation as long as the employee actually takes two (2) or more weeks of vacation.

2. Van Division

Van

Employees eligible for two (2) or more weeks of vacation may at their individual option take the vacation or work one (1) week of vacation as long as the employee actually takes one (1) or more weeks of vacation.

XI. PENSION

All Divisions

- A. Subject to the provisions of paragraph B. and C. of this Article, all full time employees are covered by the existing pension plan, the terms of which are set forth in a separate document known as the Central Mass Transit Management, Inc. Employees' Retirement Plan. Disability pensions likewise are covered in the Central Mass Transit Management, Inc. Employees' Retirement Plan.
- B. 1. Full-time employees covered by this Agreement with less than five (5) years of service and while the employee is in a salary progression, shall contribute into the pension 9.5% of their total compensation paid and the Company will contribute 9.5% of the total compensation paid.
- 2. Contribution rates for all other full-time employees covered by this Agreement shall be set by the Pension Committee, subject to paragraph C.
- 3. The Company shall be authorized to establish a cafeteria plan to provide for pre-tax contributions to the pension as authorized by, and in accordance with, IRS regulations.
- C. An independent actuarial study, under the supervision of the Pension Committee, shall be completed prior to each fiscal year. Based upon the results of the actuarial study the pension contribution by the employees and Company may change to properly fund the pension plan at a 30 year funding level. Any contribution increase will be shared equally by the Company and the employees.
- D. 1. All employees covered by this Agreement shall have their pension calculated as follows:

Years of Service*	Percentage of Average Monthly Earnings
5-14	1.333%
15-24	1.555%
25+	1.750% to a maximum of thirty-three (33) years

*Refers to years of service to RTA Transit Services, Inc./CMTM, Inc.

- 2. The average monthly earnings are based on the highest five (5) years out of the last ten (10) years of service divided by sixty (60) with all accumulated sick days added to the final five (5) years of earnings.
- 3. All future pensions will be calculated as required by the pension plan documents based on the highest five (5) calendar years of service out of the last ten (10) calendar years of service.
- 4. The employee's final year of service may be used as one of the highest five (5) consecutive calendar years only if:
 - a. The employee has worked six (6) or more months as defined by the pension plan document during that calendar year, and
 - b. The total compensation for the last year makes it one of the highest five (5) calendar years of service during the last ten (10) calendar years of service.
- 5. As required by the pension plan document, average compensation will be determined by dividing the compensation of a Participant over the highest five (5) calendar years of service out of the last ten (10) calendar years of service plus 100% of the Participant's sick bank value (based on the Participant's existing wage) divided by the number of months the Participant worked during the highest five (5) calendar years of service. Although not specified in the pension plan document, the minimum number of months to be used in this calculation shall be fifty four (54) months.
- 6. Any employee who retires within three (3) years from January 1, 2015, shall have the option to have his/her average monthly earnings for pension calculation purposes based on his/her highest three (3) years out of the last eight (8) years of service divided by thirty six (36) with all accumulated sick days added to the final three (3) years of earnings.
- E. 1. All active employees shall receive a pension benefit, i.e. life, health insurance benefits, etc., for early retirement after five (5) years of service as defined in the contract. Effective July 1, 1993, any employee who retires before the 65th birthday shall receive a reduction in pension at the

following rates:

Age	Years of Service	Reduction
55	5 Years	.5% reduction per month before age 65
55	25 Years	.25% reduction per month to age 58

2. There shall be no reduction in the pension benefit if the employee hired prior to July 1, 2010, retires with 30 or more years of service or any combination of age and service equaling at least 85 points. There shall be no reduction in the pension benefit if an employee hired after July 1, 2010, retires at age 65 or 30 years of service.

F. In the separate document, Central Mass Transit Management, Inc. Employees' Retirement Plan, there is language referring to disability benefits.

G. 1. Effective July 1, 1993, when an employee has been disabled in accordance with Social Security and has completed 5 years of Earned Pension Service, the following benefit will be paid: The benefit payable upon disability would be equal in value to the Participants' Earned Pension as of the date of the disability without actuarial reduction for retirees age 60 or older with a minimum of \$115.00 per month. The benefit would continue throughout the participants' lifetime.

2. Employees receiving pension benefits and/or Social Security Disability and not on a family plan (with more than two subscribers) will be required to purchase Medicare B in lieu of any Company medical plan.

H. Any employee who is on Worker's Compensation may not receive both Worker's Compensation payments and a pension or disability pension for the same period.

I. In the event of the death of an active employee who has reached twenty (20) years of service, the surviving spouse shall receive a 100% Joint and Survivor pension without any actuarial reduction for age.

J. Employees may utilize the value of their sick bank up to 100% for purposes of calculating earnings for pensions. The value of the sick bank will be based on the existing wage and will be added to the last five (5) year earnings of the employee.

K. An optional 457(b) money purchase or similar savings plan shall be provided in addition to the defined benefit Pension Plan.

L. The Company agrees to contribute the same percentage into the pension for the Business Agent of Local 22 as it does for the Operators. Contributions will be based on 56 hours.

M.1. Pursuant to the retirement plan for employees, the Company agrees to appoint the president and the business agent of the Union as members of the Pension Committee.

2. The parties further agree that Central Mass Transit Management, Inc. Retirement Trust for Employees will be amended to include a total of four (4) trustees, two appointed by the Union and two trustees appointed by the Company.

3. The parties further agree that the Company will appoint the Union recording secretary and a Company representative as non-voting members of the Pension Committee.

4. The Plan Administrator will not entertain changes to the Pension Plan document, unless required by law, without first negotiating with the Union.

XII. INSURANCE BENEFITS

A. LIFE INSURANCE

All Divisions

The Company agrees to provide Group Life Insurance for all active full-time employees in the amount of twenty thousand dollars (\$20,000). When an employee retires, life insurance will be reduced as follows:

5 - 9 years	\$2,500
10 - 17 years	\$3,000
18 years & more	\$5,000

B. SHORT TERM DISABILITY INSURANCE

All Divisions

1. The Company agrees to pay 100% of the Short Term Disability Insurance Policy covering all employees of Central Mass Transit Management, Inc. This Short Term Disability Insurance Policy will pay two hundred dollars (\$200.00) per week for the first twenty six (26) weeks and two hundred and fifty (\$250.00) per week for the second twenty six (26) weeks for all claims processed.

2. Employees, at their individual option, may choose to use accumulated sick leave in lieu of Short Term Disability Insurance for some or all of either time lost due to accident or illness as long as they meet other

contract requirements concerning doctors' releases and doctors' statements.

C. MEDICAL INSURANCE (ACTIVE EMPLOYEES) All Divisions

1. The Company, upon notice and discussion with the Union, may change the insurance carrier as long as the benefits are comparable. The Company agrees that absent a financial funding disaster there will be no attempt by the Company to increase the employee contribution towards the health insurance premium. The Company and the Union will continue to evaluate alternative lower cost health plans that will benefit the Company and the Union membership.

All employees shall contribute 25% of their medical premium effective June 30th 2012.

The Company shall reimburse \$480.00 for in-patient and \$230.00 for out-patient co-payments incurred after the date of ratification of this agreement.

The Company shall pay employees an incentive in lieu of any medical plan providing the employee's spouse and/or family member is not employed by the Company, and/or any other Company funded by the Worcester Regional Transit Authority. The amount of the payment shall be paid in the first pay period of December of each year. The amount shall be \$1,900 per year and prorated for the number of months that the employee opted out of the health insurance plan. To receive the \$1,900, the employee must show proof of coverage annually that they are covered by another employer sponsored group health plan.

2. The Company agrees to cover the Business Agent's medical insurance offered to active employees provided the Business Agent is on a leave of absence from Central Mass Transit Management, Inc. and based on the percentage of active Central Mass Transit Management, Inc. employees to the total number of active Local 22 employees at the commencement of each fiscal year. The Business Agent will be responsible for paying his/her portion of the monthly contributions.

D. MEDICAL INSURANCE – RETIREES

All Divisions

1. Retiree Not Eligible for Medicare A and B

The Company agrees to contribute to Medical Plan premiums for the Retirees and their spouses who currently receive medical plans from the Company and are not eligible for Medicare A and B, as follows:

5-9 years	Single Plan
10-17 years	Single or Family Plan
18 years or more	Retirees Choice (if spouse desires coverage Following the retiree's death, Company pays up to value of the least expensive Senior HMO plan.
Between Ages of 55 and 58	75% Single or Family Plan

Between Ages of 59 to 64, employees who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums.

Any retiree that is non-Medicare eligible and their non-Medicare eligible surviving spouse's whose spouse deceased before their 65th birthday, will have their health insurance portion of the premium due, paid for by union full time employees calculated once a year on July 1st.

2. Retiree and Spouse Eligible for Medicare A and B

The Company agrees to contribute to Medical Plan premiums for Retirees and their spouses who currently receive medical plans from the Company and are eligible for Medicare A and B, as follows:

5-9 years	The least expensive Senior HMO plan for retiree
10-17 years	The least expensive Senior HMO plan for retiree and 50% of the least expensive Senior HMO plan for retiree's spouse
18 years or more	The least expensive Senior HMO plan for retiree and retiree's spouse

Employees 59 to 64 who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums.

3. Retiree Only Eligible for Medicare A and B

The Company agrees to contribute to Medical Plan premiums for Retirees who are eligible for Medicare A and B with a spouse/family who is not

eligible for Medicare A and B, as follows:

- | | |
|------------------|---|
| 5-9 years | The least expensive Senior HMO plan for retiree |
| 10-17 years | The least expensive Senior HMO plan for retiree and an individual HMO Plan for retiree's spouse |
| 18 years or more | The least expensive Senior HMO plan for retiree and a single or family plan for spouse |

Employees 59 to 64 who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums.

4. Employee Not Actively Employed

An employee not actively employed at the Company at the time of application for pension benefits shall be eligible for medical benefits as follows:

- | | |
|------------------|--|
| 5-9 years | No Medical Benefit |
| 10 or more years | 75% of an individual plan or the least expensive Senior HMO plan |
| 18 years or more | 100% of an individual plan or the least expensive Senior HMO plan. |

Employee not actively employed, who is age 59 to 64, who retire after 07/01/11, will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums

5. Retiree Out of State

The Company agrees to reimburse an employee who retires and relocates in another state for another medical plan in the amount which would have been paid if the retiree had not relocated.

6. Medical Plan Contribution

For employees who retire on or after October 1, 1996, the maximum contribution for coverage shall be equal to the contribution of the least expensive of the approved HMO plans. This amount shall also be available to retirees who no longer live in the area served by the approved HMO plans as payment for medical insurance coverage selected by the retiree.

7. Medical Plan Maximum

Under no circumstance shall the Company's monthly contribution toward the employee's health insurance exceed the monthly pension benefit option the employee elects. If the employee chooses a lump sum distribution, the full monthly amount (prior to a lump sum distribution) of the pension benefit elected will be used to determine the health insurance and what portion if any the retiree will pay upon their retirement date.

8. Disability

The contribution of the Company will begin when disability pension payments begin.

9. Surviving Spouses

Surviving spouse of deceased retiree's who continue to collect pension checks from the Company following the death of their spouse, shall be eligible to receive 100% of a Senior HMO plan.

Surviving spouse of deceased retiree's from age 59 to 64 after 07/01/11 will contribute 20% of their medical insurance premiums and those surviving spouses of deceased retiree's after 06/30/12 will pay 25% of their medical insurance premiums.

E. DENTAL INSURANCE

All Divisions

The Company shall offer optional dental coverage during the term of this Agreement for each employee, at the employee's expense, through payroll deductions. The plan to be offered will be mutually selected by the Union and the Company and will be described in the separate memorandum describing health insurance coverage.

F. PRESCRIPTION EYEGLASSES

All Divisions

If the prescription eyeglasses of an employee is damaged in any manner, through no fault of the employee, while the employee is performing his or her duties, the Company will pay for the cost of replacing or repairing the same once in a two (2) year period, provided the damage is reported immediately, and provided that if it is a maintenance employee, such employee was wearing proper eye safety protection at the time of the accident.

G. CITY AND COMMUNITY DIVISIONS

City & Community

Employees hired from the Central Mass Transit Management, Inc. Van Division after July 1, 1996 shall continue to receive benefits available to Central Mass Transit Management, Inc. Van Division employees until the benefits available to new hires under this Agreement commence.

XIII. SICK LEAVE

All Divisions

A. City and Community Division Employees in the active service of the Company who have had one (1) or more years of service shall be allowed paid sick leave of eight (8) days, with eight (8) hours pay per day, each year.

New City, Community and Van Division employees in the active service of the Company, who have passed the probationary period and who have received sick time allotment on July 1, may use their sick leave during the second six month of their first year of employment in the following manner:

Date of Hire: January 1 – March 31

- 8 days added to sick bank on July 1, can use 50% of time or 4 days

April 1 – June 30

- 8 days added to sick bank on July 1, can use 25% of time or 2 days

B. Such sick leave shall be cumulative to the following maximum amounts:
Effective July 1, 2012 200 Days

All Divisions

C 1. The following will be the criteria for determining absenteeism on a rolling year basis commencing with the first instance. Falling under any one of the following will be considered the start of the Company's determining absenteeism:

9 Days - Written Warning

10 Days - Suspension

11 days - Termination

Any full time employee whose work exceeds more than 50% of their work day and leaves early because of an illness will not be charged, unless the employee does this more than twice in a twelve month period. The 3rd occurrence and any after this will be included for consideration in determining discipline.

Sick leave must be called in two (2) hours before an employee's shift. This provision applies to employees calling in for FMLA absences as well unless they offer an explanation of the unusual circumstance to their Department Supervisor.

C 2. – Tardy/Leaving Early:

2) Employee responsibilities –

- Operators arrive to work on time as dictated by their bid.
- Maintenance employees arrive on time according to their bid. Leaving early is considered tardy.
- Protect their start time – so as not to enter into progressive discipline.
- Protect their customers and providing the service they expect.
- Not leaving work early, unless agreed upon with The Company for coverage purposes. Even with approval from The Company, it will still be considered leaving early/tardy. Personal plans should be scheduled outside of work time.
- Afternoon operators starting at the hub arrive 3 minutes prior to start time.

Tardy/Leaving Early Progressive Discipline:

- 5th Occurrence – Verbal warning
- 6th Occurrence – Written warning to be placed into file
- 7th Occurrence – Final Written Warning to be placed into file
- 8th Occurrence – 1 day suspension
- 9th Occurrence – 3 day suspension
- 10th Occurrence – Termination

C 3. Failure to take OT work:

- If an employee signs for overtime and fails to take the work, progressive discipline will be instituted unless the employee offers an explanation of the unusual circumstance to their Department Supervisor.

Progressive Discipline:

- 1st Occurrence – Verbal Warning
- 2nd Occurrence – Written warning to be placed into file
- 3rd Occurrence – Final Written Warning to be placed into file
- 4th Occurrence – 1 day suspension
- 5th Occurrence – 3 day suspension
- 6th Occurrence – 5 day suspension
- 7th Occurrence – Termination

D. An employee who is absent for more than four (4) working days shall furnish a doctor's release before returning to work unless the employee has not used a sick day for a period of one (1) year. An employee who is off for more than ten (10) working days shall furnish a doctor's statement detailing the illness and estimating a return date.

E. Sick leave pay shall be integrated with any Company financed insurance or disability so as to make a total of a full day's pay, with the employee's sick leave bank being charged only with the proportion of the day's pay that is not covered by the insurance. An employee may request the Company not to use sick leave, provided they have not used a sick day in a one (1) year period prior to their disability, or have used less than three (3) days sick leave for the two (2) year period prior to their disability.

F. PERSONAL DAYS **All Divisions**

Employees shall be permitted to convert six sick days from their accumulated sick time to be used as personal days in accordance with the vacation policy and procedure. Two of these personal days may be used annually in increments of four hours or half day increments.

G. SICK BANK **All Divisions**

The Company and Union will jointly establish a sick bank for employees who have a long term absence and have exhausted their sick bank, subject to administrative controls and procedures which will be developed and mutually agreed to by the Union and the Company.

All Divisions

1. Employees may use all of their accumulated sick time during a leave of absence under the Family Medical Leave Act for a serious medical condition for the employee. Employees may use up to one-half of their accumulated sick time for other reasons that qualify under the FMLA.
2. Employees calling in under FMLA less than two hours in advance of their shift will be noted as sick and subject to the discipline policy unless they offer an explanation of the unusual circumstance to their Department Supervisor.

H. WELLNESS PROGRAM **All Divisions**

The Company will reimburse employees a maximum of two hundred fifty dollars (\$250.00) per year for costs incurred by the employee for smoking cessation programs, weight loss programs, and health club memberships provided: a) such costs are not otherwise covered by health insurance plans

or other discounts available to employees, and b) the employee submits adequate documentation.

XIV. WORKERS' COMPENSATION **All Divisions**

A. An employee who has been unavailable for work and receiving Worker's Compensation for a twenty four (24) month period shall thereafter pay the full cost of insurance premiums until such time that the employee returns to work.

B. Effective July 1, 1987, any employee who is unavailable for work and is receiving Worker's Compensation, the employee shall continue to pay the employee's share of Insurance premiums, Union Dues and any other miscellaneous deductions that were being made by the employee at the time of the injury. If the employee fails to make the appropriate payments to cover the deductions then the Company shall discontinue the benefits provided by the Company and, if applicable, terminate the employee.

C. LIGHT DUTY

Light Duty (Alternative Work): Any employee injured in the course of his/her employment, having filed a workers' compensation injury report, and having been assigned work restrictions by a physician, shall be provided alternative work in keeping with his/her specific work restriction(s). The Company shall be responsible for providing alternative work assignments ("light duty") for ANY injured employee (Administration, Maintenance, Transportation) having ANY kind of work restriction. The alternative work assignment for the injured employee will not necessarily be in the injured employee's assigned department. The Department Head, where the alternative work assignment may be located, will be responsible for the oversight of the injured employee for as long as the alternative work assignment may be. The Director of Risk Management will ensure alternative work is provided and all restrictions are appropriately accommodated. ALL WORK RESTRICTIONS WILL BE ACCOMMODATED, NO EXCEPTIONS.

The purpose of light duty is to facilitate an injured employee's return to regular work by keeping the employee in the work environment while he/she is recovering from an on-the-job injury. Light duty is intended to be of a temporary nature while the employee is progressing toward recovery and returning to regular work. An employee who cannot provide medical evidence that he/she is likely to be able to return to work within a reasonable period of time may be disqualified.

For purposes of this policy, an important distinction is made between light duty as defined above and the requirements of The Americans with

Disabilities Act to reasonably accommodate employees with permanent disabilities. Special, temporary light duty assignments made available to employees while recovering from job injuries are not intended to be continued on a permanent basis. At regular intervals of light duty a reevaluation will be conducted to include a request for medical documentation regarding the anticipated return to full duty for the purpose of determining if the continuation of light duty. Employees certified as being physically capable of performing assigned light duty work must report for light duty once the examining physician has informed them they can do so, and must satisfactorily perform such work. Employees will be subject to discipline for infractions which occur in the performance of light duty assignments.

Light duty assignments may include supplemental work that is otherwise performed on a regular basis by union employees. Light duty employees shall not be assigned to perform any work on holidays and they shall not work overtime (i.e., more than 8 hours in a day or more than 40 hours in a week, or more than 5 days in one week). Employees on light duty are paid wages only for their actual hours worked. The determination that an employee receiving Workers' Compensation can be assigned to light duty shall be made by the Director of Risk Management, based on a review of the relevant medical reports. The Director of Risk Management will work closely with the attending physicians of employees receiving Workers' Compensation to encourage clearance for light duty work. Light duty assignments need not be made within the employee's regular scope of duties. In all cases, light duty employees will be supervised by the department to which they are assigned.

The Director of Risk Management will compute the amount of supplemental Workers' Compensation benefits due to the employee, if any. Light duty pay will be subject to all regular payroll deductions.

Temporary Part-Time Restricted Status This policy applies in the event an injured employee is certified by his/her physician to perform normal job duties, but with a temporary restriction placed on the hours of work only (e.g., a bus operator is returned to regular driving duties, but not to exceed four hours per workday). Such temporary part-time restricted status may be in lieu of, or in combination with, light duty work and subject to the following policies and procedures:

1. Employees on part time restricted duty will have their hours worked reported to indicate that the employee is working in a part-time restricted status. A copy of the time sheet will be given to the Director of Risk Management.

2. Employees shall be assigned work appropriate to their current job bid, but without seniority rights to select available work.
3. Employees shall not be assigned overtime work or work on holidays which would require premium pay.

XV. COURT ATTENDANCE AND JURY DUTY

All Divisions

- A. Employees attending court on Company business in the trial of cases shall be excused for the day and shall be paid wages and meal allowances as if engaged in their regular work subject to other provisions of this section.
- B. All employees will contact the Company by telephone following their court attendance.
- C. For employees who have a court attendance on a regularly scheduled work day, and the period of time needed for the court attendance is less than five and one-half (5 1/2) hours, the Company will determine whether the employee can be excused from duty for the remainder of the day or be required to report for duty. In either case, the employee will be paid for all time on duty, including the court attendance, at the regular rates of pay or be paid the eight (8) hour guarantee, whichever is greater.
- D. Employees who make a required court attendance on their day off may, at their individual option, request to be excused or to report for duty. Employees who report for duty will be paid for the time required to make the court attendance and any time worked with a guarantee of eight (8) hours pay at the appropriate rate. Employees who request to be excused will be paid for the time required to make the court attendance at the appropriate rate.
- E. Unless otherwise excused, employees will wear the Company uniform while making the court attendance. Full Time Employees while engaged in Jury service on regularly scheduled work days shall receive from the Company the difference in the amount paid by the State for such Jury service and their eight (8) hour daily or forty (40) hour weekly basic pay.

XVI. LEAVE OF ABSENCE

All Divisions

- A. Upon written application employees may, at the discretion of the Company, be granted a reasonable leave of absence without pay for a period not to exceed thirty (30) days in any calendar year. Such leave of absence may, at the discretion of the Company, be extended for an additional period of thirty (30) days or less upon written application by the Union for such extension made at least five (5) days prior to the expiration of the leave granted.

Seniority shall continue to accrue during any leave of absence granted in accordance herewith.

B. When a leave of absence is requested by an employee because of a death in the immediate family (confined to mother, father, spouse, brother, sister, brother-in-law, sister-in-law, and children, step-mother, step-father, step-children, step-brothers and step sisters and adopted children, grandfather, grandmother, grandchildren, father-in-law and mother-in-law, or domestic partner¹, or a person who is legal guardian of the employee such employee shall be paid for eight (8) hours at his or her regular rate for three (3) regularly scheduled work days lost because of arranging for or attending the funeral. No such payments shall be made for such days as fall on an employee's regularly scheduled day off, on a paid holiday, or during vacation. Employees may use one (1) paid sick day from their accumulated sick time as a paid leave of absence arranging for or attending the funeral of an aunt or uncle.

C. In addition to the leave of absence provision defined herein, the Company will grant leave as mandated by state or federal law.

D. Employees absent for thirty (30) calendar days or more may apply for a medical leave of absence. Such leave will automatically be granted for a period of up to sixty (60) calendar days upon submittal of adequate medical documentation of the employee's condition including the date the employee is expected to return to duty. Subsequent leave will be granted as necessary with the approval of the Company, normally in increments of sixty (60) calendar days, for a total period of absence of up to one (1) year. The benefits provided for in the Agreement will continue during this period of leave of absence.

E. Employees off duty because of sickness or injury must contact the Company once each week to report the status of their condition. The Company will designate the proper person to be contacted by the employee.

Employees off duty due to a Worker's Compensation injury must visit the Director of Risk Management every two weeks to report on the status of their condition, to provide any appointment for treatment and/or evaluation of their return to work and to pay their insurance premiums and Union Dues owed. The Company reserves the right to encumber any pay including final paychecks and or pension payments for non-payment of Insurance premiums, Union Dues and any other miscellaneous deductions that were being made by the employee. Should the employee return to work and has a balance remaining for Insurance premiums, Union Dues and any other miscellaneous

¹ "Domestic partner" for purpose of this Article shall be defined as the personal relationship between individuals who have lived together for at least one (1) year and share a common domestic life together but are not joined in any type of legal partnership, marriage or civil union.

deductions, the Company will set-up a payback as follows in order to collect the balance owed within one year:

Amount owed for less than \$500 - \$20.00 per pay period
Amount owed over \$500 - 6% of the amount owed

Employees who fail to do so may be subject to progressive discipline up to and including termination of employment. The Company may excuse employees from the requirement if the employee's condition makes this requirement impossible or impractical.

F. An employee remaining completely unaccounted for during a continuous period of five (5) regularly scheduled work days shall be discharged. On the second day of absence without leave the Company will formally notify the Union of the employee's absence. This provision is not intended to reduce other disciplinary penalties for absence without leave affecting employees.

XVII. PART-TIME EMPLOYEES

A. GENERAL

All Divisions

1. In the event any full-time employees are to be laid off, the full-time employees shall be offered the opportunity to replace the part-time employees. Any full-time employees who accept a part-time position shall not have their recall rights diminished in any way.
2. Part-time employees are not eligible for paid leaves or other fringe benefits applicable to full-time employees except as specifically provided in this section.
3. Effective July 1, 1987, part-time employees who have completed one (1) full year of employment shall receive one (1) week vacation with pay based on the average weekly earnings of the employee.

B. CITY DIVISION PART-TIME

City

1. Effective with the contract beginning July 1, 1984, the Company may hire part-time employees in accordance with the following provisions:
2. This part-time employee section of the contract is all inclusive, and part-time employees shall be covered by only those provisions specifically provided for herein, specifically indicated in other sections of the agreement or as required by Federal or applicable State law.

3. Part-time employees shall be covered by those sections of the contract covering Union recognition, Union membership probationary period, and grievance and arbitration procedures.

4. Retired employees of the Company will be given first consideration to fill the part-time employees' positions. Such retirees shall be paid at top rate of the part-time employees' position and shall not be subject to the part-time employees' progression.

5. No full-time Operators or Garage Helpers shall be laid off as a result of the use of part-time employees. The current level of total maintenance department employees shall be maintained in order to hire and retain part-time Garage Helpers. The full-time Operators seniority list shall be maintained at 106 in order to hire and retain part-time Operators.

In the event of a reduction in funding, requiring the reduction of service provided by Central Mass Transit Management, Inc., it is agreed that the minimum full time employment numbers as detailed in this section will be re-evaluated in the best interests of the entire organization and its employees.

6. Effective July 1, 1987, the number of part-time Operators shall not exceed four (4); effective July 1, 1988, the total number of part-time Operators may be increased to eight (8); effective July 17, 1989, the total number of part-time Operators may be increased to twelve (12). In each of the (five) years of the contract, the number of part-time employees may be increased to a number as mutually agreed to by the Company and the Union.

7. Effective for the period beginning January 1, 1986, the number of part-time Garage Helpers shall not exceed one (1) person. Effective for the period beginning January 1, 1987, one (1) additional part-time Garage Helper may be hired if mutually agreed by the Company and the Union.

8. Effective July 1, 1987, the Company shall be permitted to hire two (2) part-time traffic checkers. The traffic checkers shall work no more than twenty-five (25) hours per week.

9. Part-time employees shall be paid a percentage of the top rate of the classification in which they work according to the following table:

Years of Service*	Hired On Or Before July 1, 1987**	Hired After July 1, 1987**
0-1	70%	70%
1-2	75%	75%
Thereafter	80%	75%

*Refers to years of service in City transit.

**Refers to date hired by Central Mass Transit Management, Inc.

The percentages provided in this section shall not be applied to rates for bus Operators or for classifications listed in Subsection VII, C, 1. which include the prefix "Part-Time" in the name of the classification.

10. Part-time Operators shall be provided one (1) pair of trousers, two (2) shirts and one (1) blazer in the first year of employment and one-half of the full-time Operator's uniform allowance per year thereafter.

11. Part-time Garage Helpers shall be provided one (1) set of laundered work clothes per week.

12. Part-time employees shall be paid only for their time worked. Part-time employees are not eligible for time or pay guarantees.

13. Part-time employees shall be provided a transportation pass for their personal use only.

14. Part-time Operators shall be assigned to new work only. For purposes of this Agreement, new work is defined as additional service which is not operated by Central Mass Transit Management, Inc. as of May 1, 1987.

Part-time Operators shall pick A.M. and P.M. pieces of work of four and one half (4 1/2) hours or less. IN ADDITION, they may perform work refused by available full-time Operators.

15. Part-time Operators shall pick work according to seniority on the part-time employees list.

16. Part-time Garage Helpers shall perform work as assigned and as defined in Section VII, D of the contract.

17. Part-time Operators shall not regularly work in excess of twenty-four (24) hours per week and part-time Garage Helpers shall not regularly work in excess of four (4) hours per day or twenty (20) hours per week. The part-

