



Cornell University  
ILR School

### BLS Contract Collection

Title: **Metropolitan Council/Metro Transit and Amalgamated Transit Union (ATU),  
AFL-CIO, Local 1005 (2000) (MOA)**

K#: **840069**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

*10/10/69*



**Amalgamated  
Transit Union  
LOCAL 1005**  
Minneapolis and St. Paul

and

**T Metro Transit**

**Posting to Wages,  
Hours and Working Conditions**

*2/10/70*

Published by the Amalgamated Transit Union, Local 1005, Minneapolis, Minnesota

*10/10/69*

## TABLE OF CONTENTS

|            | Page No.   |
|------------|--|
|            | Memorandum of Agreement .....4                                       |
| Article 1  | General Provisions .....4  |
| Article 2  | Duration.....5   |
| Article 3  | Recognition and Maintenance<br>of Membership .....5                  |
| Article 4  | Management Prerogatives .....8                                       |
| Article 5  | Grievance Procedures.....9   |
| Article 6  | Seniority - As Applied to Layoff, Hiring<br>and Transferring .....10 |
| Article 7  | Union Officers - Leave .....14                                       |
| Article 8  | No Strike or Lockout .....15   |
| Article 9  | Check-Off.....16   |
| Article 10 | Mutual Cooperation .....16   |
| Article 11 | Continuance of Rules, Regulations<br>and Practices.....17            |
| Article 12 | Consistent with Laws and Regulations .....18                         |
| Article 13 | Arbitration Procedures .....18                                       |
| Article 14 | Free Transportation .....19  |
| Article 15 | Leave of Absence .....20   |
| Article 16 | Sick Leave .....20   |
| Article 17 | Vacation .....24   |
| Article 18 | Holiday Pay .....28  |
| Article 19 | Overtime Pay.....30  |
| Article 20 | Transportation Department:   |

**TABLE OF CONTENTS**

**Page No.**

Article 20.5 Transportation Department 9 & 10 Hour Run  
Exceptions to Article 20.....48

Article 21 Transportation Department:  
Part-time Operators .....52

Article 22 Garage Dispatchers .....63

Article 23 Mechanical Department .....63

Article 24 Electronics Repair Department .....72

Article 25 Garage Stores Department .....72

Article 26 Engineering and Facilities Department.....73

Article 27 Office and Clerical Employees .....74

Article 28 Data Collectors.....75

Article 29 Transit Information.....76

Article 30 Transit Information:  
Part-time Representatives.....77

Article 31 Jury Duty .....78

Article 32 Job Classification and Wage Rates .....79

Article 33 Cost of Living .....88

Article 34 Hiring Progression .....90

Article 35 Group Insurance .....92

Article 36 Work Schedules.....100

Article 37 Steel Toed Shoes .....100

Article 38 Recognition Program .....100

Letter of Agreement.....101

Letter of Agreement/Office Finance.....101

**TABLE OF CONTENTS**

**Page No.**

Revenue Security Finance .....102

Transit Stores .....103

General.....103

Letter of Agreement/4 day-10 Hour Work Week.....103

Letter of Agreement/Health Insurance .....104

Letter of Agreement/Day/Night Extra Board .....105

Signature Page .....106

This document is intended to be an accurate copy of the original agreements referred to herein. To the best of our ability we believe it to be accurate. We do not believe there is any conflict between this document and the original signed documents but in the event of conflict the original is, of course, controlling.

## **MEMORANDUM OF AGREEMENT**

The Metropolitan Council/Metro Transit, its successors and assigns, party of the first part, hereinafter called Metro Transit and the Amalgamated Transit Union, Local 1005, party of the second part, hereinafter called "ATU" in accordance with the collective bargaining agreement effective August 1, 2000, do hereby agree that the following terms and conditions shall apply.

### **ARTICLE 1 GENERAL PROVISIONS**

#### **PURPOSE**

**Section 1.** The purpose of this Agreement is to provide the best and most satisfactory service to the public and the best possible working conditions for Metro Transit employees, having due regard to the economic operation of Metro Transit and its equipment.

#### **NONDISCRIMINATION**

**Section 2.** Metro Transit and the ATU agree that they shall not discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment, nor unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age or disability. Accordingly, Metro Transit employees shall perform their duties and responsibilities in a non-discriminatory manner, consistent with this Article and the law. It is understood that nothing in this agreement prohibits an employee from the lawful and timely pursuit of any remedy allowed by law.

#### **GENDER TERMS**

**Section 3.** Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

### **ARTICLE 2 DURATION**

This Agreement shall be in effect from August 1, 2000 to and including July 31, 2003 and from year to year thereafter unless changed, revised or amended as herein provided. If on July 31, 2003, or at the expiration of any year thereafter, either party desires to change, revise or amend this Agreement, such party shall notify the other by registered mail, or certified mail, not less than sixty (60) days nor more than ninety (90) days, prior to July 31, of such year; whereupon the parties hereto shall meet within five (5) days after receipt of such notice and endeavor to reach an agreement. In the event that any change, revision or amendment so requested by either party is not mutually agreed upon prior to the expiration date of this Agreement, or any renewal thereof, the Agreement shall terminate at such expiration date unless the same shall be extended by mutual consent. Upon the expiration or termination of this Agreement because of failure to reach an agreement upon any change, revision or amendment requested by either party, the ATU may sanction or authorize a strike or work stoppage, for the purpose of resolving the dispute. In lieu thereof or, in the event the right of a concerted refusal to work is not legally available to the employees covered by this Agreement, the ATU may submit the dispute to final and binding arbitration in accordance with the procedure set forth in Article 13, hereof.

### **ARTICLE 3 RECOGNITION AND MAINTENANCE OF MEMBERSHIP**

**Section 1.** Metro Transit agrees not to discriminate against any employee who is now or may hereafter become a member of the ATU.

**Section 2.** Metro Transit recognizes the ATU as the sole collective bargaining representative of all of its employees covered by this Agreement and agrees to meet and treat with the duly accredited representatives of the ATU on all questions and grievances that may arise during the life of this Agreement affecting such employees. Metro Transit recognizes the ATU for the purpose of representation for the operation and maintenance of light rail transit should Metro Transit become an operator of a light rail transit system.

Any employee who was a member of the ATU and who was promoted to a position outside the scope of the Agreement shall not continue to accumulate seniority in the department from which said employee was promoted after May 1, 1978. Any employee who is a member of the ATU and who, after May 1, 1978, is promoted to a position outside the scope of this Agreement, shall cease to accumulate seniority in the department from which said employee was promoted on the date of the promotion. If said employee should no longer qualify for such position, or if such position is abolished, or if the number of employees in such position is reduced, or if the employee is demoted, the employee shall be transferred back to the former classification with accumulated seniority in that department, unless dismissed from the service of Metro Transit for a cause which would have justified dismissal from the employee's former classification. Disputes arising out of the application of this paragraph shall be handled through the grievance machinery as provided herein and shall be limited to the question of such employee's rights as specified in this Agreement with respect to former classification only, it being understood that such an employee's claim of rights to a position outside the scope of this Agreement as such are not covered by the grievance machinery in this Agreement. The right of Metro Transit to determine that an employee is no

longer qualified to hold a position outside the scope of this Agreement shall not be deemed to affect in any way the promotion rights of the employees to promotion as provided elsewhere in this Agreement.

Metro Transit agrees that employees within the scope of the Agreement who are members of the ATU at the date of the execution of this Agreement must continue their membership in the ATU during the life of this Agreement and any renewal thereof as a requisite for continued employment with Metro Transit.

New employees within the scope of the Agreement eligible to membership in the ATU shall, not later than the 31st day following the beginning of employment, become members of the ATU and remain members in good standing thereafter as a condition precedent to continued employment with Metro Transit.

**Section 3.** Except as provided herein, no bargaining unit work shall be done by employees who are not members of the ATU. It is understood that training of students, retraining of operators and other training procedures will not be deemed bargaining unit work. The training of students by non bargaining unit employees when hauling passengers for hire shall only be done when splitting the headway on a line, and previous to their permanent assignment to a garage.

**Section 4.** Employees required to report to Metro Transit doctor for their biennial DOT recertification physical will be paid two (2) hours pay at the employee's prevailing rate.

**Section 5.** Employees required to report to management for any reason when off duty will be paid a minimum of five (5) minutes or the actual time involved at their respective overtime rate of pay. If such time would otherwise qualify for overtime rates under the terms of this labor agreement because it exceeds daily or weekly straight time minimums, the Employer shall pay the contracted premium for overtime.

**Section 6.** In all groups, sections, or departments where there is a prescribed lunch period, Metro Transit may decide to allow, not subject to grievance or protest, the combination of two approved paid break times and clean-up times, if applicable, to create one paid mid-shift break from work.

If Metro Transit allows the creation of a group, section or department mid-shift break and, subsequently desires to cancel or modify the practice, Metro Transit will meet and confer with the ATU, as described in Article 11, prior to the change.

#### **ARTICLE 4 MANAGEMENT PREROGATIVES**

The ATU recognizes that all matters pertaining to the conduct and operation of the business are vested in Metro Transit and agrees that the following matters specifically mentioned are a function of the management of the business, including, without intent to exclude things of a similar nature not specified, the type and amount of equipment, machinery and other facilities to be used; the number of employees required on any work in any department; the routes and schedules of its buses; the standard of ability, performance and physical fitness of its employees and rules and regulations requisite to safety. Metro Transit shall not be required to submit such matters to the Board of Arbitration provided by Article 13.

As to the standard of ability, performance and physical fitness of its employees above mentioned Metro Transit agrees to submit to the Board of Arbitration only the claim by the ATU of discrimination against employees in the same group in the application of these standards.

It is understood and agreed, however, that in all such matters Metro Transit will consider, insofar as practicable, the convenience and comfort of its employees.

#### **ARTICLE 5 GRIEVANCE PROCEDURE**

**Section 1.** Metro Transit reserves to itself, and this Agreement shall not be construed as in any way interfering with or limiting, its right to discipline its employees, but Metro Transit agrees that such discipline shall be just and merited.

**Section 2.** No employee shall be suspended without pay or discharged until the employee's immediate superiors have made a full investigation of the charges against that employee and shall have obtained the approval of the applicable department head. No discipline, excepting discharge without reinstatement, shall be administered to any employee that shall permanently impair the employee's seniority rights. When contemplating disciplinary action, Metro Transit shall not give consideration to adverse entries on an employee's disciplinary record involving incidents occurring more than thirty-six (36) months prior to the date of the incident which gives rise to the contemplated discipline. Prior to a suspension of more than two (2) days, the ATU must be notified. If a case of discipline involves suspension or discharge of an employee, and such employee is not found sufficiently at fault to warrant such suspension or discharge, the employee shall then be restored to their former place in the service of Metro Transit with continuous seniority rights and shall be paid for lost time at the regular rate of pay.

**Section 3.** Any dispute or controversy, between Metro Transit and an employee covered by this Agreement, or between Metro Transit and the ATU, regarding the application, interpretation or enforcement of any of the provisions of this Agreement, shall constitute a grievance.

**Section 4.** A grievance as defined herein may be presented for settlement by the aggrieved employee, the ATU or both. The ATU must begin acting for such member within six (6)

days after the ATU or its members have knowledge of the facts giving rise to said grievance, in the following manner:

- (a) Take up such grievance with the member's immediate supervisor, who will answer same within five (5) days. If no mutually satisfactory adjustment can be reached, then
- (b) Within five (5) days the grievance must be submitted in writing to the applicable department head, who will answer same within five (5) days after receiving same. If no mutually satisfactory adjustment can be reached, then
- (c) Within five (5) days, with the General Manager of Metro Transit or his appointee, and if no adjustment satisfactory to the ATU is reached within five (5) days thereafter or within such additional time as may be mutually agreed upon, then the dispute may be submitted to a board of arbitration in accordance with Article 13 hereof, at the written request of either party to the Agreement, provided that the ATU shall first notify Metro Transit in writing of its intention to recommend to its membership, at the next regular meeting or at any special meeting it may wish to call for that purpose, that arbitration be requested, and provided further that it shall advise Metro Transit in writing of the decision by the membership within forty-eight (48) hours after the conclusion of such meeting.
- (d) Failure to comply with procedures and time limits above outlined shall be deemed an abandonment or settlement of the grievance and shall terminate the matter. Saturdays, Sundays and Holidays shall be excluded in calculating the time limits herein specified.

**ARTICLE 6**  
**SENIORITY - AS APPLIED TO**  
**LAY-OFF, HIRING & TRANSFERRING**

**Section 1.** In all cases where employees' services are discontinued to reduce the force required for any work at any garage or in any department, the employees' services shall be

discontinued according to the seniority provisions concerning layoff contained in other sections of this Agreement, and in the absence of such specific provisions according to the seniority in that work in the group or section being reduced.

**Section 2.** Where additional employees are hired to increase the force required for work in any group or section of any garage or department, they shall be hired from among former employees who have been laid off in connection with reduction of forces, as provided above, in accordance with their seniority in their particular group or section.

Metro Transit agrees to furnish the ATU before March 1st of each year with a copy of the seniority list as of February 1st and will also furnish the ATU on September 1st with a copy of the seniority list as of August 1st. Upon the implementation of the Human Resource Information System, Metro Transit agrees to furnish the ATU with a copy of the seniority list on a quarterly basis.

Metro Transit agrees to keep posted in an accessible place in each department, on or before March 1st of each year (on a quarterly basis after implementation of HRIS), an up-to-date seniority list, giving the name and seniority standing of all employees in the particular seniority group where the list is posted.

**Section 3.** When reducing the number of its employees by layoffs, Metro Transit shall give the employees to be laid off and the ATU five (5) days' notice in advance of the scheduled layoff. When so reducing the number of its employees, Metro Transit may offer any work available in other departments for which Metro Transit will pay the then going wage for any position offered. Any employee so transferred will be given the first opportunity to take back their former position when it is refilled. Positions will not be considered as vacant and open to other employees if such vacancy occurred by a layoff as provided above.

Full-time employees who are laid off with three (3) or more years seniority may use their company seniority to exercise bumping rights in one other department if they are qualified. The department seniority within the new department will begin the first day assigned to the new department. If the employee worked in the department previously, they will be placed in their former seniority.

**Section 4.** Employees furloughed on account of reduction in force will be privileged to work elsewhere and retain their seniority.

They must maintain on record with Metro Transit their correct mailing address.

Employees will be called back to the service in their seniority order according to the following procedure.

Metro Transit will advise each employee to be recalled by registered or certified United States mail, return receipt requested, or by telegram.

A copy of such recall notice will be furnished to the ATU.

An employee receiving notice of recall will immediately acknowledge receipt of same by registered or certified United States mail, return receipt requested, or by telegram, and will report within five (5) days, barring circumstances beyond that employee's control.

Furloughed employees failing to comply with these regulations will forfeit seniority rights and be considered as no longer employees of Metro Transit.

**Section 5.** The ATU recognizes the necessity for immediate hiring of employees for work in emergencies. Metro Transit agrees that it will employ for emergency work former employees who have been laid off on account of reductions in the force, provided such former employees at the time laid off

filed an application for emergency employment, specifying the type of emergency work they will accept and provided they are immediately available upon telephone call. It is mutually agreed that such former employees who do not accept emergency work will not forfeit their department seniority.

**Section 6.** Employees in all departments who have completed fewer than one hundred-twenty (120) scheduled work days from the date of hire, including the student period, shall be regarded as probationary employees and are not covered under the terms of this Agreement, except as to wages and working conditions.

It is reserved to Metro Transit during the period of probation and the period of temporary employment above referred to in this Section 6, the right to terminate at any time with or without cause the employment of such probationary employee and such temporary employee.

**Section 7.** It is agreed that Metro Transit will each month furnish the ATU with names and numbers of employees newly hired, transferred and those whose services are discontinued, and rehired former employees, within the scope of the Agreement, giving effective dates in each case.

**Section 8.** In the event Metro Transit has openings in positions covered under the scope of this Agreement, Metro Transit union employees who have applied for and are qualified for the open positions will be given first opportunity for the open positions. If more than one employee applies for and is qualified for the open position, the employee with the most company seniority will be selected first.

An employee transferring to another department will retain company seniority. The departmental seniority within the new department will begin the first day assigned to the new department. An employee transferring to another department will

be removed from the seniority list of the department transferred from and forfeits all seniority accumulated in that department.

When an employee accepts a full-time position, he/she will not be permitted to apply for another full-time position outside the department until he/she has completed the probation period or the six-month evaluation period in the department.

When an employee accepts a new position which has a higher rate of pay, but is held at their current position, the employee shall start receiving the higher rate of pay after two weeks.

Special consideration at the company's discretion may be given to employees with a temporary or permanent medical disability which precludes the employee from performing the duties of the positions within the employee's regular department.

**Section 9.** Metro Transit may make employee development opportunities available to bargaining unit employees. Employees who have reached the top of their progression pay rate may volunteer to train for development opportunities as a supervisor trainee when positions are available. Employee selection for these opportunities shall be based upon the employee's qualification, work record and attendance. Ability and merit being equal, seniority shall prevail in determining the employee to be selected. In addition to their hourly rate, employees who serve in this capacity shall be paid a premium of five percent (5%) of their hourly rate for all time worked in the position.

While serving in this capacity, employees shall be available for overtime only as a supervisor trainee.

Section 9 expires on July 31, 2003.

#### **ARTICLE 7 UNION OFFICERS - LEAVE**

Metro Transit agrees that any employees who are officers of the ATU, affiliated labor organizations or members of any

committee thereof shall be granted the necessary leaves of absence to permit the performance of their duties. An employee who is granted a leave of absence to hold a union office above the local level shall not be entitled to pension or group insurance benefits. Such employees shall upon retirement from such ATU offices, affiliated labor organizations or committees be placed in their former positions with all rights restored.

An employee who returns to work after serving as a full-time officer of the ATU or affiliated labor organizations shall be entitled to the employee's regularly-earned vacation upon completion of one year's service. Time worked in the portion of the year in which the employee became an officer of the ATU or affiliated labor organization shall be credited toward the completion of this year.

#### **ARTICLE 8 NO STRIKE OR LOCKOUT**

The ATU will not sanction or authorize any strike or work stoppage or slow downs during the period of this Agreement or of any continuation or renewal thereof, unless Metro Transit has committed a breach of this Agreement and refuses promptly to submit the matter to the Board of Arbitration in accordance with Article 13 hereof, if the matter is not settled by agreement, or Metro Transit refuses promptly to comply with a decision of the Board of Arbitration. A strike or work stoppage or slowdowns by any employees or members of the ATU which has not been authorized, sanctioned, instigated, or ratified by the ATU shall not be deemed a breach of this Agreement, and shall impose no liability upon the ATU, provided that the ATU, shall and hereby agrees promptly to exert every effort to bring about an immediate termination of such unauthorized activity, including notification to the employees or members to desist from such activity, and provided further that operating in accordance with Metro Transit rules shall not be considered a slow down. Metro

Transit, for its part, shall not authorize, sanction, or engage in the lockout of employees covered by this Agreement.

### **ARTICLE 9 CHECK-OFF**

Metro Transit agrees to maintain for the ATU, in any of its Departments, or other places on Metro Transit's property where employees gather, suitable bulletin boards for their exclusive use. Metro Transit gives to the ATU the right, in an orderly and proper manner, to collect dues from its membership on the property of Metro Transit.

Metro Transit shall check off and remit to the Financial Secretary of the ATU monthly all dues and assessments from the pay of each employee who is a member of the ATU and who has furnished Metro Transit a signed and unrevoked authorization card. Metro Transit agrees to remit to the ATU the monthly dues and assessments by the fifth work day after the date of the payroll when dues are deducted. The ATU agrees to furnish Metro Transit by four days prior to the closing date of payroll period affected by such ATU deduction lists, duplicate lists of all amounts to be deducted the last pay day of the month. Each such list shall be certified by a duly authorized official of the ATU: (1) that the amounts to be deducted are owing the ATU by each of the individuals named in such lists, and (2) that each individual has voluntarily signed an authorization card which is still in full force and effect.

Metro Transit will provide members of the bargaining unit the right to check off for C.O.P.E. (Committee on Political Education) when signed authorization has been provided to Metro Transit.

### **ARTICLE 10 MUTUAL COOPERATION**

**Section 1.** The ATU agrees that each of the employees now

or hereafter represented by it shall render faithful service in their positions and shall to the best of their ability, observe the operating rules of Metro Transit and cooperate with the management in the efficient operation of the system and in fostering cordial relations between Metro Transit and the public.

**Section 2.** The ATU agrees to require all of its members to comply with the provisions of this Agreement, and Metro Transit agrees to cooperate with the ATU in its efforts to enforce compliance by its members with the provisions of this Agreement.

**Section 3.** No employee shall be engaged in employment with another employer which interferes with their employment with Metro Transit.

### **ARTICLE 11 WORK RULES AND PRACTICES**

All practices and agreements governing employees enforced by Metro Transit or its predecessors on or after November 1, 1957, not in conflict with nor changed by the provisions of this Agreement, may be changed subject to the following conditions:

- (a) Work rules and/or practices may not be in conflict with the contract;
- (b) Metro Transit must meet and confer with the ATU prior to making any such changes or new work rules;
- (c) New work rules and/or practices must be reasonable;
- (d) The Metro Transit will furnish the ATU with a copy of all bulletins or orders changing any such rules, regulations and practices;
- (e) Work rules and/or practices are subject to the Grievance Procedure.

**ARTICLE 12  
CONSISTENT WITH LAWS  
AND REGULATIONS**

Nothing in this Agreement shall require Metro Transit to do anything inconsistent with the charters, franchises, indeterminate permits, or laws under which it or its subsidiaries may from time to time operate or exist, nor anything inconsistent with the orders or regulations of any competent governmental authority under any such laws.

In the event any portion of this Agreement is affected by changes subsequently made in the charters, franchises, indeterminate permits, or laws under which Metro Transit or its subsidiaries may from time to time operate or exist, or in the orders or regulations of any competent governmental authority under such laws, the remaining portion of the Agreement not so affected shall remain in full force and effect.

**ARTICLE 13  
ARBITRATION PROCEDURES**

In the event a dispute or controversy arises under this Agreement which cannot be settled by the parties within thirty (30) days after the dispute or controversy first arises, then Metro Transit or the ATU, whichever is applicable, in accordance with Article 2 or 5 hereof, may request in writing that the dispute or controversy be submitted to arbitration. Upon such request, each party shall, within ten (10) days, appoint one member of the Board of Arbitration and the two members thus appointed shall select a third member. Should the two members be unable to agree upon the selection of a third member within ten (10) days, either party may request the State Bureau of Mediation Services to furnish a list containing the names of five (5) persons from which the third member shall be selected. Within five (5) days after receipt of such list,

the parties shall determine by lot the order of elimination and thereafter each shall in the order alternately eliminate one name from the list until only one name remains. The person whose name remains shall be the third member and shall serve as Chairman of the Board of Arbitration. The arbitration hearing shall be held within forty-five (45) days from the date the chairman is selected.

In making such submission the issue to be arbitrated shall be clearly set forth in writing. The Board so constituted shall weigh all evidence and arguments on the points in dispute, and the written decision of a majority of the members of the Board of Arbitration shall be final, binding and conclusive and shall be rendered within forty-five (45) days from the date the arbitration hearing is completed.

In the event either party fails to appoint its arbitrator within ten (10) days, exclusive of Saturdays, Sundays, and Holidays, after arbitration is requested, the party so failing shall forfeit its case.

In the event a member of the Board of Arbitration resigns or dies, the method used to obtain said member originally shall be employed to obtain a successor.

The parties thereto shall each pay the arbitrator of its own selection, and they shall jointly pay the third arbitrator.

In any matter submitted to the Board of Arbitration, a stenographic record shall be made of the proceedings unless both parties otherwise agree, and the cost of the record shall be divided equally between Metro Transit and the ATU.

**ARTICLE 14  
FREE TRANSPORTATION**

Upon presentation of properly authorized pass, all employees shall be entitled to free transportation on all buses except Chartered, Special or Sightseeing buses.

**ARTICLE 15  
LEAVES OF ABSENCE**

All employees covered by this Agreement may be granted reasonable leaves of absence not exceeding ninety (90) days during any calendar year, at the discretion of Metro Transit, except that longer leaves of absence may be granted in the event of sickness or disability. Seniority shall not be affected because of leaves of absence granted in accordance with this provision. Metro Transit undertakes to apply this Article to the Transportation Department so that a maximum of five (5) employees from each garage may be granted leaves of absence at any one time. In addition, Metro Transit agrees employees of fifteen (15) years or more seniority will be granted longer leaves of not exceeding six (6) months within the limitation on numbers indicated above. With regard to other departments, Metro Transit undertakes to grant leaves of absence in the same manner and in the same proportion in each department with a maximum of five (5) at any one time in the non-transportation departments. The granting of leaves of absence above these limits is discretionary with Metro Transit. The leaves of absence are not to be used to seek or to engage in other remunerative employment.

Maternity leave of absence will be granted to pregnant employees.

Employees who serve on Governmental Boards or Commissions or who are elected officials shall be given the necessary time off to fulfill their duties.

**ARTICLE 16  
SICK LEAVE**

**Section 1.** Effective January 1, 1979 and each year thereafter each employee covered by this Agreement upon completion of one year of continuous service shall annually as

of the applicable qualifying date be credited with 80 hours of sick leave.

**Section 2.** An employee will be entitled to paid sick leave upon completion of one (1) full year of continuous full-time service. At the completion of one full year of continuous service, the employee will be granted the normal annual allowance of paid sick leave. On the January 1, next following completion of one full year of continuous service, an employee will be granted an additional sick leave allowance equal to the proportion of twelve months represented by the period intervening between completion of one full year of continuous service and the January 1 in question. Thereafter, said employee will receive credit for the normal annual sick leave allowance on January 1 of each succeeding year. Effective January 1, 2001, an employee with a combination of Full and Part-time service will be credited with their Full-time service and fifty percent (50%) of their part-time service to equal one year.

**Section 3.** The annual sick leave credits shall:

- (a) Be granted only to the extent necessary to bring the total unused sick leave available to an employee at date of qualification to a maximum of two hundred and twenty-five (225) days.
- (b) Be reduced one day for each month of absence or fraction of a month's absence exceeding a period of sixty (60) consecutive days for any reason other than sickness or military service. Sick leave credits shall be reduced one day for each month or fraction of a month's absence exceeding a period of one-hundred and twenty (120) consecutive days when absence is due to military service or sickness; provided, however, that absence due to sickness by reason of injury received while on duty shall not disqualify an employee from receiving annual sick leave credits. Earned vacation shall not be used in computing days absent.

- (c) Furloughed employees will not accrue sick leave while in furlough status. Sick leave accrual will be frozen on the date of furlough. Normal accrual of sick leave benefits will begin on the first day of return to active service.

**Section 4.**

- (a) An employee claiming sick leave pay need not undergo a waiting period and need not present a certificate from a physician to qualify for sick leave if any of the following criteria is met:
1. When the employee is injured while on duty or
  2. When the employee has used less than an average of five (5) days of sick leave per year during the last three calendar years of his/her employment, or, if the employee has not yet been employed for three years, during the entire period of employment or
  3. When an employee has accumulated at least 400 hours of accrued sick leave as of January 1 of any given year after being credited with the annual sick leave allowance.
- (b) Employees qualifying under this section or section 5 may take partial day sick leave pay (Partial day is defined as four hours or more.)

**Section 5.** An employee claiming sick leave pay who does not qualify for sick leave with no waiting period as described in Section 4 above shall furnish a certificate from the attending physician stating the nature of the sickness, the date of the beginning of the sickness, and where the sickness has been cured and the employee is returning to work, the date on which the sickness ended.

Properly certified claims for sick leave pay submitted by an employee, shall to the extent of sick leave credit available to that employee at the time of sickness, be paid and charged against such credit. Sick leave pay shall not be allowed:

- (a) During the first two (2) days of any sickness, except where the employee is hospitalized in which case sick leave pay shall be allowed from the first day of hospitalization. There shall be a recapture of one (1) working day of the waiting period for each five (5) calendar days absence due to illness, or a recapture of one (1) working day for each day of stay in a hospital. In recapturing such non-compensable days there will be no pyramiding of the five calendar days absence and days of stay in hospital. There will be no recapture of partial days for employees claiming sick leave pay under this subsection.

- (b) For regular days off.

- (c) For any day on which employee is entitled to holiday pay.

**Section 6.** Upon request of Metro Transit, an employee claiming sick leave pay under this Article shall submit to an examination by a physician designated by Metro Transit.

**Section 7.** Payments made pursuant to the Workers' Compensation Act shall be deductible from payments becoming due under the provisions of this Article. When sick leave pay and daily benefits under Workers' Compensation are paid concurrently, the employee's sick leave credit shall be reduced by the amount necessary to provide that sick leave pay and Workers' Compensation payments together shall equal no more than seventy-four percent (74%) of the employee's gross pay based on eight (8) hours pay per day at the employee's prevailing rate.

**Section 8.** In the event of a funeral of a member of the employee's immediate family, the employee will be permitted to take four (4) days sick leave to attend to funeral related obligations provided the employee has sufficient accumulated sick leave available. The employee must take the sick leave days in close proximity to the date of the funeral. This leave

shall not be counted for purposes of calculating the rate of sick leave usage referred to in Section 4.

For the purposes of this provision the immediate family shall include the employees' parents, spouse, children, brothers and sisters together with the parents of the spouse and the step-parents, if any, of the employee or spouse and the employee's grandparents and grandchildren.

**Section 9.** Bereavement leaves of absence may be granted up to three (3) days without pay to attend the funeral of the employee's, brother-in-law or sister-in-law.

**Section 10.** Upon retirement, twenty-five (25) percent of the employee's unused sick leave will be paid to the retiree. Effective January 1, 2002, all unused time will be paid out at thirty (30) percent.

## **ARTICLE 17 VACATION**

**Section 1.** Any employee covered by this Agreement upon completion of not less than one (1) year of continuous service under the applicable qualifying date as shown below shall annually qualify for a vacation in accordance with the length of service as defined in Section 2 of this Article. In their last full vacation qualifying period prior to retirement, such employee shall qualify for vacation on December 31st of that year, instead of January 1st, of the following year. In such cases the term "current qualifying year" as used in Section 5 of this Article for the purpose of determining any additional pro-rata vacation shall be considered to mean the period of time after completion of the last full vacation qualifying period.

### **QUALIFYING DATES FOR VACATIONS**

All employees will qualify for vacation on January 1 of each year on the basis of total years of service completed in the year in which the vacation is taken.

**Section 2.** All employees, upon completion of not less than twelve (12) months of continuous and active service immediately preceding the current anniversary of their qualifying date shall be entitled to an annual vacation in accordance with the following schedule:

| <b>Number of years of Continuous and Active Service</b> | <b>Maximum Number Weeks of Vacation</b> | <b>Maximum Number of Hours of Vacation Pay at the Prevailing Rate for Applicable Classification</b> |
|---|---|---|
| 1   | 1                                       | 40  |
| 2   | 2                                       | 80  |
| 6   | 3                                       | 120   |
| 11  | 4                                       | 160   |
| 18  | 5                                       | 200   |
| 27*   | 6                                       | 240   |

\*Effective January 1, 2002, 25 years of service qualifies for 6 weeks vacation.

**Section 3.** Provided that an employee shall not qualify for a vacation if the employee has been absent from duty for any reason other than sickness for more than sixty (60) consecutive days or has been absent from duty on account of sickness for more than one-hundred eighty (180) consecutive days during a vacation qualifying period except that an employee who has been absent from duty while in military service for a period not in excess of one-hundred eighty (180) consecutive days or who has been absent from duty for more than one-hundred eighty (180) consecutive days because of injury received while on duty shall not be disqualified from vacation by reason of such absences during a vacation qualifying period.

Furloughed employees will not accrue vacation time while in furlough status. Vacation accrued will be frozen on the date of furlough and normal accrual of vacation benefits will begin on the first day of return to active service.

An employee who qualifies for a vacation in accordance with the foregoing shall be paid for such vacation if subsequent to attaining the qualifying date and prior to receiving vacation, said employee resigns, is laid off because of a reduction in force, is discharged, is totally and permanently disabled, is pensioned, enters military service or dies.

An employee who is receiving workers' compensation benefits at the time of a selected vacation shall not receive vacation pay. Such vacation pay shall be held in abeyance until the employee returns to work, or is medically disqualified, and will be paid at that time.

**Section 4.** The time of vacation shall be fixed by Metro Transit with seniority rights applying. At least two (2) weeks prior to the selection of vacations, employees entitled to four (4) or more weeks vacation shall have the right to advise Metro Transit in writing that they elect to receive pay and not take the time off for a portion of or all vacation earned in excess of three (3) weeks.

Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks' vacation shall be allowed to divide their vacation into two (2), three (3), four (4), five (5) or six (6) periods. At least two (2) weeks prior to the selection of vacations, employees may elect in writing to carry forward one (1) week of vacation to the following year.

**Section 5.** In addition to the vacation earned as of a qualifying date an employee retiring who is eligible for a retirement allowance not reduced by an actuarial factor for being under age 65, shall be allowed one (1) day of vacation with eight (8) hours of pay for each month in the current qualifying year in which the employee has worked a major number of working days in such month. Likewise an employee entering military service shall be allowed one (1) day of eight (8) hours or fraction of one (1) day of eight (8) hours,

according to years of service, for each month in the current qualifying year in which the employee has worked a major number of working days in such month. When such an employee re-enters the employment of Metro Transit within forty-five (45) days after being discharged from military service, the employee shall at the next vacation qualifying date be allowed one day of eight (8) hours or a fraction of one day of eight (8) hours according to years of service for each month in the current qualifying year in which the employee has worked a major number of working days in such month.

**Section 6.** All employees shall sign an "Application for Vacation" form which provides for refund of vacation pay (1) in the event an employee leaves Metro Transit prior to completing one (1) full year of service, and (2) in the event an employee with more than one (1) year of service and entitled to less than three (3) weeks' vacation, terminates, or is terminated, the employee shall be required to refund that part of vacation pay represented by the period from termination date to anniversary date. Repayment of vacation taken before the qualifying date shall not be required on behalf of an employee who is entitled to three (3) or more weeks of vacation or who dies or is permanently and totally disabled before such qualifying date.

**Section 7.** At least two (2) weeks prior to the selection of vacations, employees entitled to two (2) or more weeks of vacation shall have the right to advise Metro Transit in writing that they elect to reserve one (1) or two (2) of those weeks to be taken one (1) or two (2) days at a time.

The following terms and conditions shall apply to requesting and taking of the days off:

- 1) Requests for the time off must be made no more than ninety (90) days and no less than forty-eight (48) hours in advance. Requests on the ninetieth (90th) day will be granted according to seniority. Thereafter, requests will be

granted on a first-come, first-served basis; seniority will not be a factor.

- 2) Granting of the requested time off will be at the discretion of the individual employee's manager, based on work load and/or work force availability.
- 3) Vacation time not taken by December 31st will be paid.
- 4) These days cannot be taken on a holiday, except a holiday on which Metro Transit does not run a holiday schedule but wishes to reduce service.

## **ARTICLE 18 HOLIDAY PAY**

**Section 1.** To the extent permitted by the curtailment of scheduled service, therefore, employees shall not be required to work on the following days.

|                                      |                     |
|--------------------------------------|---------------------|
| New Year's Day                       | Thanksgiving Day    |
| Memorial Day                         | Christmas Day       |
| Employee's Anniversary of Employment | Employee's Birthday |
| Dr. Martin Luther King Day           | Independence Day    |
| Labor Day                            |                     |

Each employee will receive two (2) floating holidays in addition to the holidays listed above.

The following terms and conditions shall apply to requesting and taking floating holidays:

- 1) Requests for the floating holidays must be made no more than ninety (90) days and no less than forty-eight (48) hours in advance. Requests on the ninetieth (90th) day will be granted according to seniority. Thereafter, requests will be granted on a first-come, first-served basis; seniority will not be a factor.
- 2) Granting of the requested time off will be at the discretion of the individual employee's manager, based on work load and/or work force availability.

3) Floating holidays may not be taken on the holidays listed above.

4) Floating holidays not taken by December 31 will be paid.

Each qualified employee in accordance with the following provisions, shall receive holiday allowance pay for each of the above days regardless of whether such day or its observance falls on a scheduled on-duty or off-duty day.

When the holiday falls on a scheduled on-duty day and the employee does not work the chosen regular schedule or shift because it is unavailable under the holiday schedule, the holiday allowance pay shall be the amount the employee would have received if the chosen regular schedule or shift had been available to work, with a minimum of eight hours at the appropriate straight time rate.

Except for the Employee's Birthday or Anniversary of Employment when the holiday falls on a scheduled off-duty day, the holiday allowance pay shall be eight (8) hours at the appropriate straight time rate. When the Employee's Birthday or Anniversary of Employment falls on a scheduled off-duty day, the holiday shall be observed on the next regularly scheduled work day.

Holiday allowances will not be payable if:

- (a) The holiday falls within the probation period.
- (b) The employee is absent from duty without good cause or excuse on the day preceding, and the day following such holiday as well as on the holiday.
- (c) The employee is on a non-pay status of any nature, except regular off-duty days.

**Section 2.** In addition to the holiday allowance pay, employees performing any work on such holidays, or the days set aside therefore, shall be paid for such work at the appropriate rate of pay, with appropriate daily minimum guarantees.

**Section 3.** The holiday allowance pay, as provided in Section 1 hereof, shall be used toward such weekly guarantees as are provided for in the Agreement. Pay for work performed on such holidays as provided in Section 2 hereof, shall not be used toward such weekly guarantees.

**Section 4.** If and when a day other than New Year's Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day becomes generally observed to a point where the service therefore can be curtailed to a holiday schedule, the observance of the Employee's Anniversary of Employment as a holiday will then be shifted to such newly observed holiday.

#### **ARTICLE 19 OVERTIME PAY**

**Section 1.** All employees covered by this Agreement shall receive time and one-half for all work or time on duty (except as herein otherwise provided):

- (a) in excess of eight (8) hours in any one day;
- (b) in excess of forty (40) hours in any one week;
- (c) on their regular off days and
- (d) outside of the regularly scheduled time of a run or shift.

Overtime shall not be paid twice for the same hours worked in any work week.

#### **ARTICLE 20 TRANSPORTATION DEPARTMENT: FULL-TIME BUS OPERATORS**

**Section 1.** All matters herein set forth as to employees in the Transportation Department shall apply to bus operators unless context requires otherwise.

**Section 2.** Regular runs for bus operators shall be made up of five (5) days per week, consecutive insofar as is practicable.

**Section 3.** Each extra bus operator shall choose two (2) days off each work week, once every four (4) weeks, in accordance with seniority, from the days available to extra employees as days off, and if not so chosen by the employee, then as assigned by Metro Transit after consultation with the ATU, for the duration of the extra employee's day off pick. The vacation hold down employees, who will revert to the extra board during any week or weeks of the period for which the available days are posted, shall be included in such choosing of days off for those weeks they are working the extra board.

**Section 4.** No regular run shall pay less than eight (8) hours per day. No run shall call for more than 8 hours 30 minutes platform time in any one day.

#### **Section 5.**

(a) Regular runs for bus operators shall be arranged to allow regular operators to pick two (2) days off in each working week. Any month having a special holiday on which holiday schedules are operated, a pick shall be posted for such holiday at the regular pick. If a holiday falls on the scheduled "short" day for a nine (9) hour run operator, they will be treated as full run operators for the purpose of picking holiday work.

(b) Metro Transit may build special work into holiday runs as part of the holiday choice.

**Section 6.** A regular bus operator shall be paid at the overtime rate of time and one-half for hours worked in any one day in excess of the hours in that employee's regular run; providing, however, that if the employee works a part of that run and a part of that shift in the office, the employee will be paid at the overtime rate for time worked in excess of the hours in the regular run on each day; and providing further that if the employee works a full shift in the office, said employee will be paid at the overtime rate for time worked in excess of the regular number of hours of such shift.

**Section 7.** All on duty time for both regular and extra employees, except for time for writing out accident reports and spread penalty time which is considered a penalty time rather than overtime, shall be included in the computation of overtime or straight-time, as the case may be.

**Section 8.** On a three (3) piece run, the shorter period of time between any two (2) pieces shall be allowed.

**Section 9.** No less than 54% of all regular runs in any work week shall be straight runs. This figure shall be increased to 55% effective with the December pick in 1999. All runs shall be completed within a spread of twelve (12) hours. This percentage shall include those runs worked by week-end part-time operators. All two (2) piece runs performed on weekends and holidays shall not have a split that exceeds a total of ninety (90) minutes.

**Section 10.** In the event that the platform time in a regular run is changed between picks, the bid pay time in the run will be paid and the additional platform time, if any, in the changed run will be paid. The same rule will apply in changes of platform time involving two piece runs. In no case will a run pay less than the bid time during the life of the pick. Platform time may be changed up to fifteen (15) minutes by Metro Transit upon notice to the operator.

**Section 11.** All regular runs of bus operators shall be completed within a spread of twelve (12) consecutive hours. A premium of one-half (1/2) time shall be paid for all time on duty in excess of ten and one-half (10-1/2) consecutive hours.

The term "consecutive hours" shall mean the time elapsed from the bus operator's first report to the time of final release from duty, including plug-in and travel time. This spread time allowance shall be paid in addition to all other straight-time and overtime payments required by other provisions of this

Agreement, except that penalty time for over the spread shall not be paid for work performed which is not a part of or an addition to or connected with a regular run or an extra operator's daily assignment.

**Section 12.** A regular operator or an extra operator working a regular numbered run, stub or tripper shall be paid for the full time in the run, stub or tripper, if the employee works a portion thereof and the balance of the run, stub or tripper for the day is abandoned, provided said employee remains at the garage and is available for other assignments, until the expiration time of the run, stub or tripper, or before if excused by the employee's Transportation Manager.

**Section 13.** Bulletins shall be posted in each garage on all changes of practice, operating rules and regulations.

**Section 14.** In the event of transferring a line from one garage to another within a city, a city pick shall be held. In the event of transferring a run from one garage to another, an inter-garage pick involving only the affected garages shall be held. Stubs and trippers may be transferred at any time without a pick.

**Section 15.**

- (a) In the event a change in operation reduces the work at any garage, Metro Transit may transfer operators to other garages in order that the extra operators may receive a greater amount of work. Under such conditions, a list will be posted at the garage affected by such conditions, giving the number of operators that will be required to transfer to other garages. The employees will be permitted to volunteer to transfer to such other garages, and, in the event that not enough employees volunteer to transfer, the youngest will be required to transfer according to seniority.
- (b) In the event operators are needed at another garage, the Metro Transit may transfer operators to another garage on a voluntary basis by seniority.

**Section 16.** In the event of a reduction in the force of bus operators, such reduction shall be made by laying off the youngest bus operator in the bus service determined by the date of hire in the bus service.

**Section 17.**

(a) Effective 8/1/2000 at each garage a general pick shall be held four (4) times a year (and more often if any major changes are made in any line schedule at the garage). No pick shall exceed a six (6) month period. One of these picks shall be a system pick. Metro Transit shall post a notice at the time of the annual vacation pick in October of each year stating when the system pick will occur for the following year.

Operators, in the order of seniority, may choose regular runs, vacation hold downs or the extra board, provided that the number of operators permitted to pick vacation hold downs shall not exceed the greatest number of operators scheduled for vacation during any one (1) week of the pick.

Metro Transit shall post, at the time the run pick is posted, a list of operators scheduled for vacation during each week of the pick period, and any runs open by reason of vacation, shall be made available for vacation hold down pick. Operators picking vacation hold down runs must, in the order of seniority and to the extent available from the list of open vacation runs, select work for each week in the pick period. If, in so selecting work in each week of the pick period, a situation arises whereby an operator would not have eight (8) hours off duty between vacation runs, selection of work for one (1) of the two (2) weeks so involved may be waived.

Operators, selecting vacation hold downs and unable to completely fill their work schedules for the pick period, shall during the weeks when open vacation runs are not available to them, revert to the extra board and be placed in their proper seniority position on the board.

Vacation hold down operators shall select their work after the regular pick has been completed. The following rule shall apply to the picking process:

A notice shall be posted listing those operators who are scheduled to pick the following day. Once notified it is their turn to pick, an operator will have one-half (1/2) hour in which to make a choice. If it appears that an operator is unable to be present to make a choice, then a minimum of five (5) choices must be left with the pick dispatcher. If the choices do not stand, the operator will be re-notified. Operators who fail to pick within the one-half (1/2) hour who have not left five (5) choices or who are not available to be notified, will have their work picked for them by a manager.

(b) Schedules will be posted three (3) days before a pick starts. A printed copy of runs to be picked shall be made available at the time the pick is posted. The following rules shall apply to the picking process.

- \* Once notified it is their turn to pick, an operator will have one-half (1/2) hour in which to make a choice.
- \* If it appears that an operator is unable to be present to make a choice, then a minimum of five (5) choices must be left with the pick dispatcher. If the choices do not stand, the operator will be re-notified.
- \* Operators who fail to pick within the one-half (1/2) hour, who have not left five (5) choices or who are not available to be notified, will have their work picked for them by a manager. Work picked by a manager will be as close as possible to an operator's existing work.
- \* If an operator is planning on changing garages, the pick dispatcher must be notified twenty-four (24) hours in advance.
- \* A notice shall be posted each day listing those operators who are scheduled to pick the following day. It is the operator's responsibility to keep themselves aware of the progress of the pick.

If it is known that a regular run will be open for any reason after the pick has been completed, for a period of seven (7) days or more, this run, together with the scheduled days off for such run, would go on the extra board and would be chosen in accordance with seniority on the board. If not chosen, such run would be assigned to the bottom of the extra board. All picks posted shall give the effective date. Extra board assignments will be posted not later than 5 o'clock p.m. each day.

- (c) The following procedures will be used for the posting and selecting of runs:
1. All runs must be picked.
  2. Predetermined number of operators are permitted to pick the extra board.
  3. Operators are permitted to break only one (1) block.
  4. Operators are permitted to waive fatigue rule once per week on a voluntary basis.
  5. In the event runs are available and the operator chooses not to waive the fatigue rule, the operator will be required to pick five (5) runs and be assigned to the extra board for the day the operator does not elect to waive the fatigue rule.
  6. In the case of a regular operator working the extra board on the day the operator refused to waive the fatigue rule, the operator will be assigned work that will not conflict with the normal rotation of the extra board.
  7. Guarantee pay would prevail on the day of the aforementioned assignment in an amount to ensure a forty (40) hour work week.
  8. A predetermined number of available off days will continue to be established for each and every day of the week.
  9. The method for extra board operators to select off days will remain unchanged.

10. Management will consider the building of combinations into regular runs in which the platform hours will be considerably lower than the goals we now have. However, should such runs be built, they will not be used in the computation or calculation of the 55% run rule.

11. Operators that are known to be absent for the duration of a pick period, or incapable of working their chosen run for any reason, shall pass. In the event that they do return to work, they shall be put in their respective position on the extra board.

12. From time to time, between operator choices, extraordinary changes are deemed necessary for a route. These changes could significantly affect the number of picked runs on that route.

To meet an emergency, a line pick can be scheduled and implemented. In the case where there is a reduction in the number of runs, operators not able to choose a run will be placed on the extra board (in rotation) for the duration of the choice. In the case where there is an increase in the number of runs, the additional unpicked runs will be placed on the weekly hold down list for extra board operators. Operators operating the swing runs or the vacation hold down runs will be required to work the changed work.

- (d) In the event that Metro Transit is required to change the schedules of "contract work" by changing the hours of a run or runs on a route during a regular operator choice, Metro Transit shall conduct a "line choice" on that route, providing such changes affect the pull-in or pull-out time by more than fifteen (15) minutes. If the operator or operators affected by such changes agree to work the changed run, no "line pick" will be necessary. If a run or runs are deleted, Metro Transit shall conduct a line choice. Operators not able to choose a run will be placed on the extra board in rotation for the duration of their choice or

until the deleted service resumes. Swing run operators and vacation hold-down operators will be required to work the changed work.

- (e) A full time regular operator can pick overtime from one to five days per week. They can pick overtime on a scheduled work day or on their day off. They are allowed to break only one block. The full time regular operators can mix and match open trippers to create a menu of overtime that meets their needs including the option of picking two pieces of overtime within the same day. However, in the event that the platform time in regularly scheduled picked overtime is changed between picks, the bid pay time in the tripper will be paid and the additional platform time, if any, in the changed piece of work will be paid. In no case shall the regular picked work pay less than the bid time during the life of the pick. Platform time may be changed by up to fifteen (15) minutes by Metro Transit upon notice to the operator. Misses on this chosen work will be treated under the absenteeism policy.

**Section 18.** When training is required of regular operators, they will be assigned the training and whatever additional assignments are necessary to make up a work day approximately equal to the operators picked run. Two piece day run operators may be assigned AM and PM work. Other run operators may be assigned AM or PM work depending upon the normal hours of his/her run for the day. Training will be considered a regular assignment for pay purposes and operators will be paid their regular rate for training assignments. The minimum pay for the day will be the operator's regular run pay. The hours of the run will not be considered for pay purposes. Extra board operators will be assigned training as part of the daily assignment.

For purposes of this section, training days will be

considered Monday through Friday or the operator's regularly scheduled work days. Managers will determine if training is required of an operator.

Travel time of thirty (30) minutes will be paid once per day for training held at a foreign garage.

**Section 19.**

- (a) The present practice of making up a regular work week for regular operators and rotating extra work for extra operators shall be continued.
- (b) In addition, Combination Hold Downs may be created for the Extra Board, which may include trippers, S-98s, and call time.
1. Management may offer Combination Hold-Downs at the time Extra Operators pick their days off (in-lieu of picking their days off) or on a weekly basis.
  2. The maximum number of Combination Hold-Downs in the system shall be limited to forty (40) with Saturday - Sunday off unless changed by mutual agreement.
  3. Section 19 (b) expires at the conclusion of the last full pick before July 31, 2003.

**Section 20.**

- (a) The working list shall show the extra operators selected and assigned to the runs known to be vacant for the next day and the other extra work available according to their place on the list for that day. When a regular run is excused before 12:00 o'clock noon for the following day, the run must be filled by the extra employee entitled to the same for that day. The present policies and system with reference to mark ups and assignments to extra operators will be continued unless changed by mutual agreement.
- (b) All extra operators will be guaranteed a minimum of eight (8) hours per day for each day in the work week and a minimum of forty (40) hours for each five (5) day work

week. The daily guarantee shall not apply and the weekly guarantee shall be reduced eight (8) hours for each regularly scheduled work day on which the operator lays off or is absent for any reason beyond the control of Metro Transit.

- (c) All extra operators shall receive a premium of one-half time for all time on duty in excess of ten and one-half (10-1/2) consecutive hours. Said premium one-half (1/2) time shall not be used in calculating the daily guarantee. The term "consecutive hours" shall mean the time elapsed from the extra operator's first report to the time of final release from duty, including plug-in and travel time. Time worked beyond a twelve (12) hour spread shall not be calculated in determining the daily guarantee.
- (d) Any work performed by extra operators on their regular day off shall not be considered in computing the minimum guarantee.
- (e) Extra employees may be required to make bus changes when a mechanic is not required to return a disabled bus safely to the garage. This determination will be made by supervisory personnel.
- (f) Extra operators may be required to perform tasks within or outside of the Transportation Department in order to make the guarantee.

A list of these tasks is available from the division directors and garage managers. Additional tasks may be added to the list by Metro Transit upon prior notification to the ATU Local 1005 and would be subject to the grievance procedure as defined in Article 5 of the contract.

**Section 21.** Bus operators required to report for a definite assignment shall be paid for not less than two (2) hours and for actual time in excess thereof, provided that Metro Transit may exercise the choice where a bus operator does more than one (1) piece of work, of paying the total elapsed time between the

time bus operators go on duty and the time they are relieved from duty. It is understood that "definite assignment" as used in this Section, means any report or call and any and all assignments of work. This provision shall not apply to bus operators who fail to report for duty on time except as to any piece of work they perform while on a cut guarantee. On such work the two (2) hour minimum provision shall apply.

**Section 22.** Bus operators will not be required to be on assignment more than three (3) times in any one (1) day unless agreeable to them.

**Section 23.**

- (a) Effective with the March 2001 pick, operators shall not exceed sixteen (16) hours of scheduled driving time, including regular and overtime hours, within a twenty-four (24) hour period, midnight to midnight. Metro Transit may reduce the sixteen (16) hours to no less than fourteen and one-half (14-1/2) hours with two (2) months notice.
- (b) All bus operators shall have at least eight (8) hours off between any night work and any A.M. assignments unless agreeable to them.

**Section 24.**

- (a) A regular operator assigned to one (1) or more pieces of work, in addition to the hours of the operator's regular run, shall be paid time and one-half with a minimum of two (2) hours straight time. However, when such additional work is simply an extension of the scheduled work of the employee (before, after, or in the middle), and where said employee has not yet pulled in at the terminal or been relieved on the road, this two (2) hour minimum shall not apply.
- (b) Allowed time in runs shall be paid regardless of additional work performed.

**Section 25.** When bus operators are recalled under the provisions of Section 2 of Article 6, their rate of pay shall be

based on their accumulated service with Metro Transit as bus operators.

**Section 26.** Extra bus operators will be required to take out such assignments as are available.

**Section 27.** Bus operators shall be allowed one-half (1/2) hour at the regular rate of pay for each accident report when the report is filed not later than 8 a.m. the day following the accident. Up to an additional fifteen (15) minutes will be paid if a "Minnesota Accident Report" is required. This time will be special time and must be covered by special time slips. Time slips will be required only for accident reports and time approved by the Transportation Manager.

**Section 28.** Bus operators attending court, inquests, etc., under instructions from Metro Transit shall be paid for all time lost at their respective rates of pay; all bus operators shall be paid their living expenses if outside the Twin Cities. If such work is performed in addition to their regular hours of employment, they shall be paid at the above specified rates of pay for the additional hours worked.

**Section 29.** Each bus operator shall be paid twenty (20) cents per hour, in addition to their regular rate, while working as a relief instructor, and will be paid fifty (50) cents per hour in addition to their regular rate while working as a senior instructor.

**Section 30.** The respective rate of pay shall apply to all bus operators acting as extra dispatchers.

**Section 31.** For all work other than actual platform work, except as otherwise provided for in this Agreement, Metro Transit will pay bus operators at their respective rate.

**Section 32.**

- (a) All driving work shall be done by operators if they are

available. Any extra board operator who has not completed eight (8) hours work within the twelve (12) hour spread shall not refuse additional work which will be completed within the twelve (12) hour spread. All pay time from the regular mark-up shall be used in calculating the forty (40) hour weekly guarantee.

All work performed by an extra board operator in addition to the regular mark-up shall be at a rate of time and one-half (two [2] hour minimum) and not used in computation of daily or weekly guarantee. In the event that a substitute mark-up is accepted voluntarily, the changed mark-up becomes the regular mark-up.

Extra board operators shall not be required to work over a maximum of ten (10) hours platform time in any one (1) day.

- (b) If no operators are available, then ATU members from other departments who are qualified and volunteer may be used as operators at the applicable operators rate, including overtime and report time; such employees shall only be used on week days for bus driving during normal rush hours, 5:30 a.m. to 9:30 a.m. and 3:00 p.m. to 7:00 p.m.

It is understood that such non-operator members shall in no way relieve Metro Transit's obligation to maintain a full complement of operators when possible to hire new operator employees.

**Section 33.**

- (a) A bus operator making a relief at a point more than two (2) blocks distant from the garage shall not be required to report at such garage in person, but shall report by telephone at least twenty (20) minutes before the relief is to be made and shall go directly to the relief point. An operator making a relief under such conditions and an operator making a relief at points not more than two (2) blocks distant from the garage shall not be allowed travel time.
- (b) An operator scheduled to be relieved at a point more than two

(2) blocks distant from the garage and who is required to travel from the relief point to the garage, for the purpose of turning in receipts for the day, shall be paid the schedule time between the relief point and the garage. An employee who is required to report to the garage before making a relief, which is more than two (2) blocks from the garage, shall be paid schedule traveling time from the garage to the relief point.

- (c) Effective October 27, 2000, Route(s) providing service between the operator's garage and the relief point will operate on a fifteen (15) minute or better headway and will run within two blocks of the garage. From the East Metro garage, all reliefs will be in downtown St. Paul or made within two blocks of the garage. All reliefs after 5:00 p.m. on weekdays, Saturdays and all day on Sundays and holidays will be pull-out or pull-in type of reliefs. This will not apply to relief locations which are close to the garage.
- (d) Operators not reporting on time for an assignment shall lose their work for the day. If the miss is on a piece of overtime work in addition to a regular run, the operator so missing will not lose their regular run but may be denied any further overtime work at the discretion of the operator's Transportation Manager.

An operator who misses will be required to take out such work as is available, but such work shall not reinstate any guarantee lost by reason of the miss. If the operator is required to work an assignment and can do so without losing mileage, the miss will be noted on the record, but will not count as an occurrence under the absenteeism policy. Chronic missing will not be tolerated and may result in further disciplinary action. An operator reporting sick must notify the Transportation Manager at least twenty (20) minutes prior to the operator's report time in order not to receive a miss.

**Section 34.** Traveling time, consisting of actual bus running time from or back to the garage where bus operators are employed will be paid as follows: Operators required to transfer

to a foreign garage after reporting at their regular garage will be paid the travel time to the garage to which they are transferred.

No travel time will be paid for returning to the garage at which they are regularly employed unless they are required to report to that garage before being excused. Travel time will not be paid concurrently with call or other time.

**Section 35.** Each bus operator shall be paid for time that the operator is late in pulling into the garage or in being relieved, provided such time is for good reason beyond the operator's control.

**Section 36.**

- (a) Metro Transit shall have the right to select operators for sightseeing service according to seniority among operators that are qualified.
- (b) Known charter work shall be assigned to extra employees according to their place on the list for the day, except that a regular or extra operator, requested by the chartering party at the time the order was placed, may be assigned the work if the charter movement requires a minimum of four (4) hours of operator time per vehicle.
- (c) Metro Transit shall have the right to select operators for bus movements that Metro Transit does not receive compensation for such as requests from public officials or entities.

**Section 37.** A layover shall be provided at the end of each route. Metro Transit shall construct its schedules so that a minimum of ninety-three percent (93%) of trips system-wide are provided with minimum recovery time of at least fifteen percent (15%) of revenue time and at least seven (7) minutes with the following exceptions:

- (a) Short trips of twenty-five (25) minutes or less will have at least fifteen percent (15%) of revenue time but will be exempted for the seven (7) minute minimum.
- (b) On trips where circumstances dictate that full recovery not

be scheduled at one end of the route, the combined recovery of one trip with the recovery time of next trip shall be at least fifteen percent (15%) of the combined revenue time of the two trips and, with the exception of short trips, at least fourteen (14) minutes.

(c) Does not apply to the pull-out or pull-in trips.

This figure shall be increased to ninety-four percent (94%) by July 31, 2003.

**Section 38.** Proper toilet facilities will be provided at or near the end of each route.

**Section 39.** Each bus operator shall be allowed report time for each day the operator performs any type of platform work as compensation for reporting time, plug-in time, pull-in time, and the like, provided the operator makes all required reports for the day, at the basic rate. Effective with the December 1997 pick, on the first assignment of the day bus operators will be required to report ten (10) minutes before their bus is scheduled to pull out of the garage; on any subsequent assignments, operators shall be required to report ten (10) minutes ahead of their pull-out time and shall be paid for such times. If an operator is required to work a second or subsequent relief, the operator shall be paid ten (10) minutes. Pay for report time shall not be paid concurrently with other paid time. In the event an operator on call receives a driving assignment, the report time will be paid in conjunction with the driving assignment, and the call time reduced by the time paid for report.

**Section 40.** The time and number of operators permitted to be on vacation in any given week shall be fixed by Metro Transit at each garage. Operators will pick vacation time by seniority from the weeks permitted at the assigned garage.

At the time of the annual vacation pick in October of each year, operators in the order of seniority may pick available

posted vacation weeks during the subsequent January-June or they may reserve the applicable number of weeks from the total available during the subsequent July-December. A second pick shall be held in April of each year for operators who have reserved vacation weeks during July-December for the purpose of picking posted vacations in their order of seniority.

Operators hired on or before September 1st of the year in which the pick is posted will pick a vacation. The remaining practice of picking vacations will remain unchanged.

**Section 41.** Supervisors shall only advise and instruct operators while they are on duty. Reprimanding of operators shall be done only while they are off duty and not in the presence of passengers or other operators.

**Section 42.** Bus operators shall be required to wear standard uniforms. Wearing of caps and neckties by operators will be optional. The identification number shall be worn in accordance with the current uniform policy. Effective January 1, 1998, all new uniforms purchased will have an identifying patch sewn or attached to all outer garments, on the right shoulder, in lieu of the ID badge. The cost of the identifying patch and its attachment to garments will be paid by the Employer in addition to the uniform credit described in Section 43 of this Article. Short sleeve shirts may be optional as part of the winter uniform. The summer uniform dates shall be April 1st through October 31st. The present specifications shall remain unchanged during the term of this contract unless changed by mutual agreement between ATU and Metro Transit.

**Section 43.** Effective October 27, 2000, Metro Transit will provide the first uniform for each operator. Newly hired operators will be allowed an initial issue of two (2) pair of winter or summer trousers and three (3) uniform shirts. The remainder of the first uniform will be provided after the

completion of four (4) full months of employment. The first uniform will consist of one (1) jacket, one (1) pair of summer trousers, one (1) pair of winter trousers, six (6) uniform shirts, and, if specifically requested as optional items, one (1) tie, one (1) cap (traditional or baseball style) one (1) sweater or vest, one (1) pair of shorts, and one (1) polo shirt.

On January 1, 2001, a credit will be given to each operator's account in the amount of \$260 per year, not to be carried forward year to year. On January 1, of each year thereafter, the employer will increase the uniform allowance by the percentage cost increase agreed to with the vendor during the prior year. In the event of a change in vendor, or if the current vendor's decision and/or effective date of increase is delayed until after January 1, the parties agree to meet and negotiate any changes to the clothing allowance. Additional costs will be deducted from the operator's pay.

Operators hired during a particular year will receive a prorated allowance based on the number of months remaining in a given year, after four (4) full months of employment.

**Section 44.** Metro Transit agrees that all required safety standards be met in the regrooving of tires and that observable tread configuration will be maintained at all times. Operators will not be required to drive on smooth or bald tires under any circumstances. Instances involving smooth or bald tires will be corrected immediately or the bus held out of service until correction is made.

**ARTICLE 20.5**  
**TRANSPORTATION DEPARTMENT**  
**9 & 10 HOUR RUN EXCEPTIONS**  
**TO ARTICLE 20**

**Section 1.** A nine (9) hour run is defined as a run which works no more than nine (9) hours and thirty (30) minutes of platform time four days a week and approximately four (4)

hours of platform time on the fifth day of the same week.

**Section 2.** A ten (10) hour run is defined as a run which works no more than ten (10) hours and thirty (30) minutes of platform time four days a week.

**Section 3.** Picking shall be as outlined in Article 20, Section 17, except:

- (a) Cannot mix 8 hour, 9 hour or 10 hour runs with the exception of vacation hold-downs, and holidays.
- (b) The minimum weekly hours on the 9 hour runs shall be thirty-eight and one-half (38.5) hours.
- (c) In the event runs are available and the operator chooses not to waive the fatigue rule, the nine (9) hour operator will be required to pick four (4) runs and a short day and the 10 hour operator four (4) runs and be assigned to the extra board for the day the operator does not elect to waive the fatigue rule.

**Section 4.** Spread time shall be limited to 13 hours and spread penalty time paid for all work that occurs after the 12th hour in a day.

**Section 5.** Overtime shall be paid for any work over 40 hours in a week, any work outside of the operators picked run, and any unscheduled work.

**Section 6.** Guaranteed time of 40 hours per week shall prevail.

**Section 7.** 9 hour and 10 hour runs will comprise not more than thirty-four (34) percent of the runs in the system.

**Section 8. Extra Board Hold-Down**

An extra board operator who loses his or her 9 or 10 hour hold-down will be considered a 9 or 10 hour run operator for the balance of the week on the extra board in their proper rotation and will retain the days off assigned to the 9 or 10 hour

run. On the scheduled work days, the operator may be marked up for 9 or 10 hours of work as appropriate.

**Section 9. Extra Board Regular Markup**

In addition to the current practices for managing the markup, an extra board operator who is assigned a 9 or 10 hour run on the markup will be paid overtime for all time in excess of eight hours, and the spread penalty that applied to the run will apply to the extra board operator for that day.

**Section 10.** Extra board call operators who receive 9 or 10 hour runs on call will work a maximum of 10 hours of platform time within a 12 hour spread. Spread penalty time will begin after 10 1/2 hours.

**Section 11.** Weekend days off shall be balanced + or - 10% between 8, 9, & 10 hour runs.

See Chart on Page 51.

**PAYROLL PROCEDURES**

| EARNINGS TYPE                  | PAYROLL PROCEDURES |                |                | NOTES  |
|--------------------------------|--------------------|----------------|----------------|--|
|                                | 8 HOURS            | 9 HOURS        | 10 HOURS       |  |
| ADM<br>Administrative leave    | RUN TIME           | RUN TIME*      | RUN TIME       | *exact time for short day                          |
| FAM<br>Family Leave Sick Pay   | FLAT 8 HOURS       | FLAT 9 HOURS*  | FLAT 10 HOURS  | *exact time for short day                          |
| FRL<br>Funeral Pay             | FLAT 8 HOURS       | FLAT 9 HOURS*  | FLAT 10 HOURS  | *exact time for short day                          |
| HOF<br>Floating Holidays       | RUN TIME#          | RUN TIME*#     | RUN TIME#      | *8 hours for short day #limited to two days/year   |
| HOL<br>Legal Holidays          | RUN TIME           | RUN TIME*      | RUN TIME       | *8 hours for short day                             |
| HOP<br>Anniversary/Birthday    | RUN TIME           | RUN TIME*      | RUN TIME       | *8 hours for short day                             |
| JUY<br>Jury Pay                | FLAT 8 HOURS#      | FLAT 9 HOURS*# | FLAT 10 HOURS# | *exact time for short day #minus pymt from court   |
| MIL<br>Military Pay            | FLAT 8 HOURS#      | FLAT 9 HOURS*# | FLAT 10 HOURS# | *exact time for short day #limited to 15 days/year |
| REC/ODA<br>Recognition Program | FLAT 8 HOURS       | FLAT 9 HOURS*  | FLAT 10 HOURS  | *exact time for short day                          |
| SCK<br>Sick Pay                | FLAT 8 HOURS       | FLAT 9 HOURS*  | FLAT 10 HOURS  | *exact time for short day                          |
| VSD<br>Vacation/Single Day     | FLAT 8 HOURS       | FLAT 9 HOURS*  | FLAT 10 HOURS  | *exact time for short day                          |
| VAC<br>Vacation/Whole Week     | FLAT 40 HOURS      | FLAT 40 HOURS  | FLAT 40 HOURS  | *exact time for short day                          |
| VET<br>Veteran's Pref          | RUN TIME           | RUN TIME*      | RUN TIME       | *exact time for short day                          |

There shall be no guarantee of 8 hours for 9 and 10 hour run operators working on a holiday.  
Operators on vacation hold-down or extra board operators on weekly hold-down take on the same pay characteristics as the operators they are replacing for the week.

**ARTICLE 21**  
**TRANSPORTATION DEPARTMENT:**  
**PART-TIME BUS OPERATORS**

Effective November 9, 1978, and as amended thereafter, Metro Transit shall hire part-time bus operators in accordance with the provisions of this article.

**Section 1.** Part-time bus operators shall be covered under the provisions in this Agreement dealing with the probationary period, union membership, union representation, grievance procedures and arbitration.

**Section 2.** The maximum number of part-time bus operators shall not exceed twenty-four percent (24%) of the total operators on the payroll. No more than nineteen percent (19%) can be used for work assignments Monday through Friday. Part-time operators assigned to work Monday through Friday schedules may also select work assignments on weekends or holidays from work available, provided that the total hours paid to each does not exceed thirty (30) hours per week. The total of all weekend and holiday work selected by all weekday part-time operators shall not exceed eighty (80) hours per week.

There is no limit on the number of part-time weekend operators, as long as there are no more than twenty-four percent (24%) system-wide. Part-time operators assigned to work Saturday, Sunday and holiday schedules may also select work assignments on weekdays from work available to weekday part-time operators after the weekday part-time operators have picked their work, provided the total hours paid to each does not exceed thirty (30) hours per week.

**Section 3.** Part-time bus operators shall be used exclusively for the purpose of working trippers or stubs as follows:

1. To restrict weekday part-time trippers from exceeding a duration of four and one-half hours (4-1/2) for morning pieces

and five (5) hours for afternoon pieces, excluding report time.

2. Weekday part-time trippers shall not start before 5:00 a.m., excluding report time. Weekday morning part-time assignments shall end before 9:30 a.m., unless the assignment doubles to a K-12 or U of M school tripper.
3. Weekday afternoon part-time trippers may not start before 2:30 p.m., excluding report time. Part-time operators may work K-12 or U of M school trippers prior to 2:30 p.m., if it doubles to a rush hour tripper. Weekday afternoon part-time assignments shall end before 8:00 p.m.
4. To meet with the ATU leadership before the peer review meetings to review the open tripper list being sent to the garages.

Charters, vacation reliefs, call assignments and complete regular runs left vacant because of the absence of regular operators shall be worked by full-time operators, except that part-time operators may work fill-ins, S-98 and bus change assignments, when the part-time operator has not pulled into the garage. The total of all such work done by all part-time operators shall not exceed eighty (80) hours per week. Part-time operators assigned to weekends and holidays are permitted to work runs left over after regular operators have picked their runs.

**Section 4.** Part-time operators shall not work more than thirty (30) hours per week. This limitation can be exceeded only by hours paid for training, mutually scheduled between the employee and Metro Transit. Effective October 27, 2000, if it becomes apparent the operator will exceed the thirty (30) hour limitation in any given week, and must be taken off their picked work in order to remain under the thirty (30) hour limitation, the operator will be guaranteed no less than their picked pay time.

**Section 5.** Part-time operators shall be paid at the same hourly wage rates as full-time bus operators, subject to progression and cost-of-living escalation.

**Section 6.** Part-time bus operators shall be paid for all time during which they are required by Metro Transit to perform any duties. Part-time bus operators will be eligible for a guarantee of two (2) hours on any assignment. Part-time Operators who work two reports five days a week Monday through Friday shall receive a premium of one-half time for all time on duty in excess of ten and one-half (10.5) consecutive hours not to exceed forty-five (45) minutes paid time. Said premium one-half time shall not be used in calculating the two-hour guarantee. The term "consecutive hours" shall mean the time elapsed from the operator's first report to the time of final release from duty, including plug-in and travel time.

**Section 7.** Part-time bus operators shall be eligible for the standard uniform allowance provided in Article 20, Section 43.

**Section 8.** Part-time bus operators shall be provided free transportation on the lines of Metro Transit in the same manner as it is provided to full-time employees.

**Section 9.** Part-time bus operators shall not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided herein.

**Section 10.** Part-time operators are entitled to a pro-rata contribution to insurance coverage based on the number of hours they work in relation to the normal work year for full-time operators, as defined in Article 35.

**Section 11.** When Thanksgiving Day, Christmas Day, Fourth of July, Labor Day, New Year's Day, Memorial Day, or Martin Luther King Day, fall on a scheduled on-duty or off-duty day for a part-time bus operator a holiday allowance of four (4) hours pay at the appropriate straight time rate shall be paid to such part-time employee. The holiday allowance under this provision will not be payable if:

- (a) The holiday falls within the probation period;

- (b) The employee is absent from duty without good cause or excuse on the day preceding and the day following the holiday; and
- (c) The employee is on a non-pay status of any nature.
- (d) Part-time operators working exclusively on weekends and holidays will not receive holiday pay.

**Section 12.** Effective January 1, 1990, part-time operators shall be entitled to vacation pay in accordance with the following schedule, payable the first full payroll period of the year.

| Number of years of<br>Continuous and<br>Active Service | Maximum Number of<br>Hours of Vacation<br>Pay at the<br>Prevailing Rate<br>for Applicable<br>Classification |
|--|---|
| 1  | 20  |
| 2  | 40  |
| 6  | 60  |
| 11   | 80  |
| 18   | 100   |
| 27*  | 120   |

\*Effective January 1, 2002, 25 years qualifies for 6 weeks vacation.

Effective January 1, 1990, a part-time operator who transfers to full-time status shall accrue for vacation purposes a credit for number of years of continuous and active service equal to fifty percent (50%) of the time spent in part-time employment from January 1, 1990.

**PART-TIME VACATION DAY-AT-A-TIME**

Part-time operators who have completed two years of continuous active service shall have the right to pick "one day at a time" vacation.

Weekday part-time operators will be allowed to take five

(5) days off. Vacation day at a time will pay four hours each day taken as vacation.

Weekend part-time operators will be allowed to take two days off. Vacation day at a time will pay eight, nine or ten hours for each of the two days off depending on the classification of their work.

The following terms and conditions shall apply to requesting and taking days off:

1. Requests for the time off must be made no more than ninety (90) days and no less than forty-eight hours in advance. Requests on the ninetieth (90th) day will be granted according to seniority. Thereafter, requests will be granted on a first-come, first-served basis; seniority will not be a factor.
2. Vacation days not taken by December 31st will be paid.
3. Granting of the requested time off will be at the discretion of the individual employee's manager, based on work load and/or work force availability.

**Section 13.** In accordance with the requirements of the law, part-time bus operators shall be covered by the provisions of the Social Security Act.

**Section 14.** Part-time bus operators will accrue seniority on a system basis among part-time operators. Part-time operators shall have first right of selection for full-time operator positions based on their seniority as a part-time operator. A part-time bus operator who applies and is accepted for employment as a full-time employee shall for all purposes accrue service seniority only from the date of hire as a full-time employee. Part-time operators who are accepted for full-time positions shall receive their current rate of pay while in training.

**Section 15.** Part-time operators will pick work on the same basis as full-time operators from work available for part-time operators, except for weekday part-time operators doing two-

reports. Effective October 27, 2000, weekday part-time operators doing two-reports shall have their work rostered or must pick a set minimum number of hours per week to be guaranteed payment for 30 hours each week. In the event the pay time of a part-time operator's picked work changes during the pick, the operator may accept the changed pay time or accept substitute work. The changed or substituted work will be the new pay time.

**Section 16.** No full-time operators on the payroll December 1, 1986 shall be laid off while part-time operators are employed. In addition, full-time operators hired after December 1, 1986 who accumulate two (2) years of full-time service shall not be laid off until all part-timers have been laid off.

Full-time operators hired after December 1, 1986 will have the option of being laid off or bumping back to part-time status with their former part-time seniority. Laid off bumped operators will be recalled by full-time seniority.

**Section 17.** Part-time operators shall receive time and one-half for all work or time on duty in excess of eight (8) hours in any one day.

**Section 18.** Part-time operators shall be released from work for jury duty as provided for in Article 30. The employee shall be paid for all scheduled work missed as the result of absence for jury duty at the employee's regular straight time rate except that a deduction shall be made for jury fees received.

**Section 19.** A part-time operator who misses may be required to take out such work as is available at the manager's discretion. If the part-time operator is required to work an assignment and can do so without losing mileage, the miss will be noted on the record, but will not count as an occurrence under the absenteeism policy. Chronic missing will not be tolerated and may result in further disciplinary action.

**Section 20.** In the event a part-time operator's work is cut from the schedule temporarily, the operator may be assigned substitute work at the manager's discretion for the duration the work is cut.

**Section 21.** Effective October 27, 2000, when the part-time operators picked school tripper is cut, due to school closings, part-time operators may pick open trippers. For this provision only, they may choose work other than what is available from the part-time pick or work their double-over assignment.

**Section 22. SICK LEAVE**

- (a) Effective January 1, 2001 and each year thereafter, each employee covered by this agreement upon completion of two (2) full years of continuous service shall annually as of the applicable qualifying date be credited with forty (40) hours of sick leave.
- (b) An employee will not be entitled to paid sick leave until the employee has completed two (2) full years of continuous service. At the completion of two (2) full years of continuous service, the employee will be granted the normal annual allowance of paid sick leave. On January 1, the next year following completion of two (2) full years of continuous service, an employee will be granted an additional sick leave allowance equal to the proportion of twelve (12) months represented by the period intervening between completion of two (2) full years of continuous service and the January 1 in question. Thereafter, said employee will receive credit for the normal annual sick leave allowance on January 1 of each succeeding year.
- (c) The annual sick leave credits shall:
  - 1. Maximum accumulation of 1,800 hours.
  - 2. Be reduced four (4) hours for each month of absence or fraction of a month's absence exceeding a period of one hundred-twenty (120) consecutive days when absence is due to military service or sickness; provided, however,

that absence due to sickness by reason of injury received while on duty shall not disqualify an employee from receiving annual sick leave credits. Earned vacation shall not be used in computing days absent.

- 3. Furloughed employees will not accrue sick leave while in furlough status. Sick leave accrual will be frozen on the date of furlough. Normal accrual of sick leave benefits will begin on the first day of return to active duty.
- (d) The employer will pay for the actual time missed rounded to the nearest quarter hour.
- (e) An employee claiming sick leave pay need not undergo a waiting period and need not present a certificate from a physician to qualify for sick leave if any of the following criteria is met:
  - 1. When the employee is injured while on duty or;
  - 2. When the employee has used less than an average of 20 hours of sick leave per year during the last three (3) calendar years of his/her employment, or;
  - 3. When an employee has accumulated at least 200 hours of accrued sick leave as of January 1 of any given year after being credited with the annual sick leave allowance.
- (f) An employee claiming sick leave pay who does not qualify for sick leave with no waiting period as described in paragraph (e) above, shall furnish a certificate from the attending physician stating the nature of the sickness, the date of the beginning of the sickness, and where the sickness has been cured and the employee is returning to work, the date on which the sickness ended.  
Properly certified claims for sick leave pay submitted by an employee, shall to the extent of sick leave credit available to that employee at the time of sickness, be paid and charged against such credit. Sick leave shall not be allowed:

1. During the first two (2) days of any sickness, except where the employee is hospitalized in which case sick leave pay shall be allowed from the first day of hospitalization. There shall be a recapture of one (1) working day of the waiting period for each day of stay in the hospital. In recapturing such noncompensable days there will be no pyramiding of the five (5) calendar days absence and days of stay in hospital.
  2. For regular days off.
  3. For any day on which the employee is entitled to holiday pay.
- (g) Upon request of Metro Transit, an employee claiming sick leave pay under this Article shall submit to an examination by a physician designated by Metro Transit.

**SICK LEAVE UPON TRANSFER BETWEEN FULL AND PART-TIME STATUS**

Employees who transfer from a full-time represented position to a part-time represented position will be allowed to transfer one-half of all current sick time for use as a part-time employee. The other one-half of the employee's sick time will be held in a frozen sick time bank. The bank will be paid upon retirement as per Article 16, Section 10.

If a part-time represented employee transfers to any full-time represented position, the employee will carry any sick leave accrued as a part-time employee and any frozen sick time will be reactivated and made available for use as a full-time employee.

For the purposes of the accrual of sick time as per Article 16, Section 1, the employee's full-time or part-time status on January 1st of any year shall determine the employee's credit of sick time. The accrual of sick time will not be modified during the year due to a change of status between full and part-time or vice-versa.

**Section 23.** Retired part-time operators are defined as ATU employees who have retired from Metro Transit and are receiving a monthly annuity from the Minnesota State Retirement System and have been rehired as retired part-time operators.

Retired part-time operators shall be covered by all sections of Article 21 with the following additions:

- (a) They shall be rehired at the top rate of wage class 41, unless subject to the progression schedule in Article 34 because of length of service prior to retirement.
- (b) Metro Transit and the employee must notify the Minnesota State Retirement System that a retired employee has returned to work.
- (c) Metro Transit retired part-time operators can drive intermittently and will be granted extended unpaid leaves of absence if requested.
- (d) Retired part-time operators are not eligible for any hiring incentives.
- (e) Wage limit notification process: The retired part-time operator will be notified by Metro Transit when they are within \$2000.00 of the maximum amount a retiree can earn at Metro Transit for the year without jeopardizing their M.S.R.S. pension. A letter of counseling will be placed in their file to document this process and a copy sent to the ATU.
- (f) Insurance benefits: See chart.

| <b>Retired Part-Time Operator Insurance Benefits</b> |                          |                   |                   |                                   |                  |                       |
|--|--------------------------|-------------------|-------------------|-----------------------------------|------------------|-----------------------|
|  | <b>Health</b>            | <b>Dental</b>     | <b>Life</b>       | <b>Retiree Life</b>               | <b>Supp Life</b> | <b>Dep. Supp Life</b> |
| Retired full-time with health ins.                   | Reg. retiree health ins. | Same as part-time | Same as part-time | Reverts to \$3000 upon LV service | Avail            | Avail                 |
| Retired full-time without health ins.                | Same as part-time        | Same as part-time | Same as part-time | Reverts to \$3000 upon LV service | Avail            | Avail                 |
| Retired as part-time operator                        | Same as part-time        | Same as part-time | Same as part-time | None                              | Avail            | Avail                 |

| <b>Upon Termination of Retired Part-Time Operators</b> |                                |                |       |                   |       |       |
|--|--------------------------------|----------------|-------|-------------------|-------|-------|
| Retired full-time with health ins.                     | Cont. reg. retiree health ins. | Under contract | COBRA | Reverts to \$3000 | COBRA | COBRA |
| Retired full-time without health ins.                  | COBRA                          | Under contract | COBRA | Reverts to \$3000 | COBRA | COBRA |
| Retired as part-time operator                          | COBRA                          | COBRA          | COBRA | None              | COBRA | COBRA |

**EXCEPTIONS TO ARTICLE 21- SECTION 23**

- (a) There will be an evaluation period of 120 working days. (The probation period in Article 6, Section 6 does not apply.)
- (b) Holidays will be paid upon completion of the evaluation period.

(c) Company and departmental seniority starts from the first day as a retired part-time operator.

**ARTICLE 22  
GARAGE DISPATCHERS**

**Section 1.** The regular work week for employees who are garage dispatchers shall be forty (40) hours per week, consisting of five (5) consecutive days of eight (8) hours each, insofar as practicable. There shall be eight (8) hours off between shifts. Days off for garage dispatchers shall be chosen in accordance with seniority. Picks shall be held quarterly.

**Section 2.**

- (a) Metro Transit will promote, according to seniority, employees who in the opinion of Metro Transit possess the most acceptable qualifications, from the ranks of its own employees in the occupational groups covered by these rules and regulations to fill vacancies. When a vacancy occurs, the vacancy will be filled at the time of the quarterly pick or earlier if deemed necessary. If a shift is added or deleted, a system pick will be held within thirty (30) days or at the next quarterly pick, whichever is earlier.
- (b) Bus operators promoted to the position of garage dispatcher shall hold their established bus seniority while holding such positions, but the years for determining seniority in the position of garage dispatcher shall be based upon the original date of employment for continuous service as a garage dispatcher. Employees in this Department who are promoted to other positions shall, in the event such position is abolished, revert back to their former seniority in this Department.

**ARTICLE 23  
MECHANICAL DEPARTMENT**

**Overhaul Facility and Operating Garages**

**Section 1.** The regular work week for all Overhaul Facility employees shall be forty (40) hours consisting of five (5)

consecutive days of eight (8) hours each - Monday to Friday, inclusive - except for building maintenance employees needed to work on building systems whose shifts may involve weekend work.

**Section 2.** Time and one-half will be paid to all employees in the Overhaul Facility for work on Saturdays and Sundays, except building maintenance employees whose regular shifts may include weekend work as provided in Section 1.

**Section 3.** Overtime in the Overhaul Facility will be worked by the shop division in which that work is normally performed and rotated according to seniority within the job description and classification needed to do the work. Overtime in the service garages will be rotated by seniority within the classification (Senior Mechanic and Mechanic will be considered as one classification) among those employees who elect to make themselves available for overtime work, as follows:

- (a) Employees declining to work overtime will make known their wishes in writing and will be removed from the Overtime List.
- (b) Employees may have their name added or removed from the Overtime List at any time by notifying their foreman in writing.

**Section 4.** The years of service for determining seniority of any employee shall be based upon the original date of employment for continuous service in the Mechanical Department.

**Section 5.**

- (a) The regular work week for operating garage employees shall be forty (40) hours. The regular work day shall be eight (8) hours. The work week shall be made up of such number of consecutive days as Metro Transit may require in each week to maintain its operations, providing no work week shall be more than five (5) eight (8) hour days.

There shall be three (3) shifts in the operating garages for scheduling and overtime purposes; Shift #1 from 4:00 a.m. to 11:59 a.m., Shift #2 from 12:00 Noon to 7:59 p.m. and Shift #3 from 8:00 p.m. to 3:59 a.m.

- (b) It is necessary to require employees in the operating garages to be on duty every day in the year. Therefore, no overtime will be paid to employees for working on Sundays and legal holidays as such, except as provided in Article 18 of this Agreement. In order to meet this demand, working schedules will be arranged which will require the minimum number of employees on legal holidays. These working schedules will be made up a sufficient time in advance to enable the employees to plan their affairs accordingly.
- (c) There will be a senior mechanic in charge of the operating garages at all times when a foreman is not present.
- (d) Mechanical Department employees will be required to do any and all work within their department. In the installation of heavy units such as motors, transmissions, rear housing, heavy springs, etc. some phases of this operation will require more than one employee. In these phases Metro Transit will have two (2) employees available.

Metro Transit will assign more than one (1) employee to the assignment of changing tires where such tire change requires more than one (1) person.

**Section 6.**

- (a) The occupational groups are to be as follows:
  - Group 1. Motor Builders, Motor Specialists, Transmission Overhaul Specialists, Senior Mechanics, Mechanics, Engineering and Facilities Maintenance.
  - Group 2. Skilled Helpers and Helpers.
  - Group 3. Cleaners.
- (b) Metro Transit will also have certain senior mechanics in the event their particular skill is needed.

**Section 7.** When Metro Transit reduces the number of employees in the Mechanical Department, it shall be done in accordance with straight seniority.

**Section 8.** The time of vacation shall be from January 1 to December 31, with seniority rights applying in each garage. Employees may select vacations according to seniority within the weeks made available. No less than three (3) employees shall be allowed to choose their vacation during any vacation period.

**Section 9.**

(a) Effective October 27, 2000, each Mechanical Department employee, shall, within their classification, pick their work schedule, including primary job description, hours of work, days off and vacation by seniority. If the work schedule includes weekend work the employee may select weekdays off from the available weekdays.

This picking is to be done on or about January 1st of every year or more often if necessary.

The work schedule including primary job description, hours of work and days off shall be posted not less than twenty (20) days preceding the end of the payroll period closest to January 1st.

All jobs will be considered vacant at the time of the pick.

(b) For purposes of this section only, mechanics, senior mechanics, motor specialist, transmission overhaul specialist, motor builders and engineering and facilities maintenance shall be considered as one classification.

**Section 10.**

(a) When an employee in the Mechanical Department is required to remain on the job after having completed a regular day's work, said employee shall receive time and one-half for such work, provided the employee is informed at least thirty (30) minutes before the close of the regular working schedule. If said employee has not been notified

at least thirty (30) minutes before the close of the shift, the employee shall be paid time and one-half with a minimum of one (1) hour straight time.

(b) When an employee in the Mechanical Department has left their place of employment and is called back to work, the employee shall receive time and one-half for such work, but in no event shall receive less than two (2) hour's pay at the regular rate.

**Section 11.** Whenever employees who normally do inside work in the Mechanical Department are required to work out-of-doors where they are subjected to weather conditions, they shall be furnished with suitable clothes in accordance with the practice now established by Metro Transit.

In addition, Metro Transit will furnish a pair of work gloves for all employees in the Mechanical Department. Replacement of worn out gloves will be made upon presentation of the old pair to the employee's foreman.

**Section 12.**

(a) Metro Transit realizes that requiring employees to transfer carries with it certain inconveniences to them and Metro Transit, and therefore, Metro Transit agrees to use every practical means to hold this transferring to a minimum, and agrees to return such employees to their original work as soon as practicable. Such transfer shall be made only in accordance with seniority except where special qualifications are required.

(b) In the event the fluctuation of work requires transferring of employees from one department to another within the Mechanical Department, they will be transferred to this work without reduction in rate of pay, except when such transfers are the result of a reduction of force. If the period for such transfer is known to be for more than two (2) weeks, qualified employees will be given three (3) days in which to elect to be transferred according to seniority.

During such three (3) day period, Metro Transit may transfer any qualified employee.

**Section 13.**

- (a) When a vacancy occurs in any classification in the Mechanical Department, employees shall be allowed to bid according to seniority on such vacancy according to the procedure outlined in Section 13 (e) (3) of this Article. In the mechanic classification, senior employees bidding on such vacancy shall be allowed to transfer to, and do the work which the vacancy has created, in the same occupational group. Such transfers shall be held to two (2) in each classification except mechanics, where four (4) transfers will be allowed.
- (b) Metro Transit agrees to fill vacancies and new positions created in the Mechanical Department up to the position of foreman according to seniority, provided a senior employee is qualified, by promotion of mechanic to senior mechanic, skilled helper to mechanic, and helper to skilled helper. Cleaners hired after May 1, 1981 who can qualify may bid on helper positions. When no qualified employee in the Mechanical Department bids on an available helper position, Metro Transit may recruit for qualified helpers. In either case, the same qualifications would apply for cleaners bidding on helper positions or for recruiting entry level helpers. Cleaners hired prior to May 1, 1981 shall be deemed qualified to bid the helper positions.
- (c) Metro Transit agrees to fill vacancies in mechanic classifications by promotion of skilled helpers in the Mechanical Department. The skilled helper with the most seniority shall be promoted to the vacancy. In case of any question as to the employee's qualifications, said employee shall be given a thirty (30) day trial period in order to prove their qualifications. This time may be extended by mutual agreement.
- (d) In the event no skilled helper applies for the vacancy,

helpers shall be entitled to bid and qualify for the vacancy; but Metro Transit shall have the right to fill such vacancy according to qualifications, following seniority as closely as possible.

- (e) When a vacancy occurs:

1. Metro Transit shall post notice of such vacancy within three (3) days after vacancy occurs. Such notices for mechanic classification shall give the primary job description and the name of the employee formerly holding the job.
2. Employees shall have three (3) days to make application for such vacancy after notice is posted;
3. Because the filling of a posted vacancy may result in subsequent vacancies in the same or lower classifications, the procedures outlined in 1 and 2 above will be repeated until qualified employees for all such vacancies have been selected.

Within three (3) days after the application period for each posting has closed, Metro Transit will make the change effective. Employees will remain at the awarded jobs for thirty (30) working days, except for a job transfer which results in an advancement in classification.

No overtime will be paid to make up time lost due to a transfer in shift due to posting. Time can be made up working the first regular day off at straight time at the new location.

In the event a senior employee is temporarily absent from work for any reason during the period a vacancy occurs, such employee must advise the ATU official and the employee's foreman of their preferences for positions that may become vacant during such absence. Failure to so inform the ATU officials and the employee's foreman will result in the position being filled by the next senior, qualified employee making formal application. A copy of all notices of vacancies shall be sent to the office of the

ATU at the time they are posted and the ATU will be advised of the name of the employee who is permanently assigned to fill the vacancy.

- (f) All helpers having accumulated five (5) years of service in the helper classification shall be promoted to skilled helper, providing that said employee can qualify after being given a thirty (30) day trial period. This provision does not apply to employees hired after December 1, 1986.
- (g) Employees in the Mechanical Department reclassified from a higher classification to a lower classification will not be required to continue to do the work in the higher classification, but will be put on work which requires the skill of such lower classification.

**Section 14.**

- (a) Employees in the Mechanical Department shall be allowed five (5) minutes at the end of each working day for putting away tools and washing up. A whistle will be blown five (5) minutes before quitting time and a second whistle will be blown at quitting time. Employees will not be permitted to punch the time clock or leave the garages until the whistle is blown at quitting time. Employees will be required to remain on the job until the whistle has sounded at noon and until the first whistle has sounded at night.
- (b) Rest periods of ten (10) minutes each shall be provided for employees in the Mechanical Department, the first such period within the first four (4) hours of the employee's shift and the second such period within the employee's second four (4) hours of the shift.
- (c) Employees in the Mechanical Department shall be allowed five (5) minutes each working day for clean-up immediately before the lunch break.

**Section 15.** Traveling time will be paid to employees of the Mechanical Department when assigned to jobs at a location away from their regular garage. No travel time will be paid

while traveling from such job unless the employee is required to report back to the regular garage. Travel time will not be paid to employees in designated floater positions.

**Section 16.** Effective January 1, 2001, Mechanical Department employees will receive five (5) changes of work clothes per week. Skilled Helper, Mechanics and Senior Mechanics assigned to the service garages shall have one parka issued for use during working hours.

**Section 17.** On May 1st of each year, all Mechanical Department employees in the helper classification or above shall receive a tool allowance. The amounts are:

|                   |          |
|-------------------|----------|
| Helper            | \$120.00 |
| Skilled Helper    | \$180.00 |
| Mechanic or above | \$240.00 |

Effective May 1, 2002, employees in the following classifications shall receive a tool allowance as:

|                   |          |
|-------------------|----------|
| Helper            | \$120.00 |
| Skilled Helper    | \$200.00 |
| Mechanic or above | \$300.00 |

This allowance shall be payable May 10th of each year for those employees on the payroll on May 1st. There will be a onetime allowance of \$200.00 payable on July 20, 1989 for the purpose of purchasing metric tools. After this date, all Mechanical Department employees in the helper classification or above shall be responsible for furnishing the metric tools as established in the tool list Letter of Agreement.

**Section 18.** Where a vacancy occurs in the senior mechanic classification it shall be filled by the mechanic with the most seniority bidding the job and such employee shall be given a ten (10) day trial period. If such employee cannot qualify for the job within the ten (10) day trial period, there will be a consultation with the ATU representative, and the higher rate will not apply.

## **ARTICLE 24**

### **ELECTRONICS REPAIR DEPARTMENT**

Metro Transit radio and destination sign work will be accomplished by employees assigned to the Electronics Repair Department.

Metro Transit union employees will maintain all Metro Transit radio and destination sign equipment with the exception of the computer and computer-related equipment. The computer and computer-related equipment may be subcontracted or will be maintained by Metro Transit electronics technicians at the option of Metro Transit.

There will be two job classifications within the Electronics Repair Department - Electronics Repair Technician and Senior Electronics Technician.

## **ARTICLE 25**

### **GARAGE STORES DEPARTMENT**

**Section 1.** The regular work week for employees in the Stores Department shall be forty (40) hours per week, consisting of five (5) consecutive days of eight (8) hours each.

**Section 2.**

- (a) Metro Transit will promote, according to seniority, employees with the most acceptable qualifications from the ranks of its own employees to fill vacancies.
- (b) The years of service for determining seniority shall be based upon the original date of employment for continuous service in the group.
- (c) Effective January 1, 1990, there shall be a separate vacation pick for stockkeepers.

**Section 3.** Overtime in the Garage Stores Department shall be rotated according to seniority in the job classification.

The job classification of Stockkeeper and Lead Stockkeeper

shall be combined for the purpose of offering overtime. Overtime will be offered first to employees assigned to and located at the location where the overtime is to be performed, then if an employee at the location where the overtime is to be performed is not available, the assignment of such overtime is then offered on the basis of classification seniority.

**Section 4.** There shall be a department-wide pick on or about April 1st of every other year or more often if necessary. The work schedule, including primary job description, hours of work and days off, shall be posted not less than twenty (20) days preceding the end of the payroll period closest to April 1st. The picking of work schedules shall be completed not less than three (3) days preceding the end of that payroll period and the work schedules, as picked, shall be put into effect with the first day of the following pay period.

**Section 5.** Metro Transit shall provide five (5) changes of work clothes per week for employees in the Garage Stores Department, except the office clerical employees.

## **ARTICLE 26**

### **ENGINEERING AND FACILITIES**

**Section 1.** Effective October 27, 2000, Metro Transit has established a separate Engineering and Facilities Department that includes Janitorial, Building Maintenance and Shelter Maintenance. Therefore, all applicable contract language, work rules, and practices shall transfer from Article 23 for the Maintenance Department, with the exceptions noted in this Article.

**Section 2.** Janitors shall remain as a separate group.

- (a) Years of service for determining seniority shall be based upon the original date of employment for continuous employment in the Janitor group.
- (b) Metro Transit will promote, according to seniority, employees with the most acceptable qualifications from the ranks of its own employees in this department to fill vacancies.

(c) (effective January 1, 2002) There will be a separate pick for Janitors once a year on or about January 1, more often, if necessary. Except for designated floaters, janitors will not be relocated from their picked location. Overtime at each facility shall be rotated according to seniority.

**Section 3.** Notwithstanding the provisions of Article 6, all positions other than Janitors retain Mechanical seniority.

## **ARTICLE 27**

### **OFFICE AND CLERICAL EMPLOYEES**

**Section 1.** The regular work week for all office employees shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each, Monday to Friday, inclusive.

**Section 2.** Employees working overtime shall be paid at the rate of time and one-half. Employees from any other department or classification, who perform as information clerks in addition to their regular scheduled eight (8) hour day, shall be paid at the rate of time and one-half for all time thus worked.

**Section 3.** There is a straight seniority system for office and clerical employees for open positions and layoffs in each department.

The years of service for determining seniority for any employee shall be based upon original date of employment for continuous service in each department.

Finance Department seniority will be determined by section:

- (a) Continuous service in the Office Finance Section.
- (b) Continuous service in the Revenue Security Finance Section.
- (c) Seniority does not carry over between sections.
- (d) Refer to Finance letter of agreement.

Metro Transit will promote according to seniority within the group, classification, finance sections or department, qualified employees to fill vacancies. Notice of such vacancies shall be posted for a period of five (5) days, and copies of such notice shall be mailed to the ATU office.

**Section 4.** The regular work week for employees in the revenue security section shall consist of five (5) consecutive days of eight (8) hours and forty (40) hours per week. (a) Employees in the register reading/vault pulling positions will be afforded the opportunity to pick among available work locations on a semi-annual basis or more often if necessary. (b) Floaters in the revenue security section shall be notified of their days off one (1) week in advance. (c) Metro Transit shall provide one (1) suitable outer garment per employee for revenue security employees.

## **ARTICLE 28**

### **DATA COLLECTORS**

**Section 1.** The regular work week for data collectors shall be forty (40) hours per week.

**Section 2.**

(a) Metro Transit will promote according to seniority, qualified employees in this Department to fill vacancies in positions in the Service Development Department, and will consider promotions upon the basis of seniority, qualifications and fitness to fill vacancies and promotions to positions in other Departments other than in the Service Development Department, the Department Head shall be the judge of the fitness of the applicant for the position.

(b) The years of service for determining seniority of data collectors shall be based upon the original date of employment for continuous service in the group.

**Section 3.** Metro Transit shall provide a \$12.00 automobile allowance per day to data collectors providing verification that

they did use an automobile. On August 1, 2001, the rate shall increase to \$13.00 and increase on August 1, 2002, to \$14.00 for the remainder of this Agreement. Data collectors shall be issued cellular telephones. Metro Transit shall pay the monthly base rate and for work related usage costs for the cellular phones. Data collectors will reimburse Metro Transit for non-work related phone costs. Metro Transit will issue removable official use signage for external display on data collector automobiles.

## **ARTICLE 29 TRANSIT INFORMATION**

**Section 1.** The regular work week for full-time Transit Information employees shall be forty (40) hours consisting of five (5) eight (8) hour days with a Monday to Friday schedule to be applied as far as practicable.

**Section 2.** Available overtime will be assigned as fairly and evenly as possible except when an employee, who, without good cause, has not completed forty (40) hours of regular work within five (5) regularly scheduled working days in which case the subject employee will drop to the bottom of the selection list.

**Section 3.** Student transit information representatives while in training will not be deemed to be performing bargaining unit work.

**Section 4.** Transit information representative instructors will receive an additional twenty cents (20¢) per hour for every hour of instruction.

**Section 5.** Metro Transit will promote according to seniority qualified employees in this department to fill vacancies. In the event of layoffs in Transit Information, the layoffs will be in accordance with seniority of employees within Transit Information.

There shall be a work schedule pick every four (4) months and more often if necessary for Transit Information Center Representatives. The booth positions and the receptionist

position will be included in the Transit Information Representatives' pick at least once annually. Refer to Finance letter of agreement regarding Transit Store positions.

Work schedules shall be posted sixty (60) hours before a pick starts and picking will be done as expeditiously as possible in the following order. The top one-third (1/3) of the seniority board shall complete the pick no later than the first day. The second one-third (1/3) of the seniority board shall pick no later than the second day. The balance of the seniority board shall pick no later than the third day.

If the work schedules are not picked within this period of time, Metro Transit will assign the work schedules after consultation with the ATU. Operators that work the emergency shift and take an open or vacation shift shall work the entire shift with the hours and days off for that shift.

## **ARTICLE 30 TRANSIT INFORMATION: PART-TIME REPRESENTATIVES**

**Section 1.** Part-time Transit Information representatives shall be covered under the provisions of this agreement regarding probationary period, union membership, union representation, grievance procedures and arbitration.

**Section 2.** The maximum number of part-time Transit Information representatives shall not exceed 18% of the number of full-time Transit Information representatives.

**Section 3.** Part-time Transit Information representatives shall not work more than thirty (30) hours per week.

**Section 4.** Effective 12/01/2000 Part-time Information representatives shall be paid at the same hourly rates as full-time Transit Information representatives.

**Section 5.** Part-time Transit Information representatives shall be provided free transportation on Metro Transit in the

same manner as full-time employees.

**Section 6.** Part-time Transit Information representatives shall be eligible for uniform allowance, if a uniform is required, and for vacation, holidays, paid leave, insurance contributions and other fringe benefits to the same extent that part-time operators are so eligible.

**Section 7.** In accordance with the requirements of law, part-time Transit Information representatives shall be covered by provisions of the Social Security Act.

**Section 8.** The same methods and principles that are set out in Article 21, Sections 14, 15, 16, and 17, which are applicable to part-time operators, shall govern seniority, picks, transfer to full-time status, layoff and overtime of part-time Transit Information representatives, except that, for part-time Transit Information representatives, the date, October 1, 1993, shall be substituted for the date December 1, 1986, which appears in Article 21. A part-time Transit Information representative who applies for full-time employment must meet qualifications for that position.

**ARTICLE 31  
JURY DUTY**

Metro Transit and the ATU recognize the civic responsibility of each employee to respond to a call to jury duty where such can be done without serious interference with Metro Transit's business. Accordingly, it is agreed that an employee shall be released from work for jury duty but should not suffer any substantial reduction in pay thereby, taking into consideration fees received for such jury duty (and provided the employee makes reasonable effort to report for whatever work Metro Transit can make available).

No employee shall be required to report for work on any day on which service as a juror demands the employee's

presence in court for both morning and afternoon sessions. An employee shall not be required to work later than 8:30 p.m. on any day in which the employee has served jury duty.

In applying the above policy, an employee shall be paid for all work performed at regular applicable rates. Any deficiency in eight (8) hours per work day resulting from absence for jury duty shall be paid for at the employee's regular straight time rate except that a deduction shall be made for jury fees received. It is understood that the jury duty fees received for jury service on an employee's regular scheduled days off shall not be used in computing any deficiency in eight (8) hours of pay per work day.

**ARTICLE 32  
JOB CLASSIFICATION AND WAGE RATES**

Metro Transit will maintain the following job classifications and wage classes:

| <b>Department &amp; Job</b>           | <b>Wage Class</b> |
|---------------------------------------|-------------------|
| <b>TRANSPORTATION DEPARTMENT</b>      |                   |
| Clerk Stenographer (Trn. & Dev.)..... | 9*                |
| Operator .....                        | 41                |
| General Dispatcher .....              | 41                |
| Markup Dispatcher .....               | 47                |
| Relief Markup Dispatcher .....        | 46                |
| Bus Stop Coord.....                   | 56                |
| Lead Instructor.....                  | 66                |
| Instructor.....                       | 64                |
| Instruction Administrator.....        | 51                |
| Garage Secretary.....                 | 8                 |
| Garage Coord.....                     | 66                |

**Department & Job** **Wage Class**

**MECHANICAL DEPARTMENT**

Maintenance Clerk.....8  
 Clerk-Stenographer Maintenance.....12  
 Motor Builder.....58  
 Motor Specialist.....57  
 Transmission Overhaul Specialist.....57  
 Senior Mechanic.....55  
 Mechanic, Equipment Operator.....49  
 Lead Senior Farebox Tech.....58  
 Senior Elec. Farebox Tech.....55  
 Elec. Farebox Tech.....49  
 Skilled Helper.....45  
 Helper - 3rd year.....22  
 Helper - 2nd year.....21  
 Helper - 1st year.....20  
 Cleaning Foreman.....49  
 Cleaners - 3rd year.....13  
 Cleaners - 2nd year.....12  
 Cleaners - 1st year.....10  
 E&F Div. Admin. Clerk.....12

**ENGINEERING & FACILITIES DEPARTMENT**

Licensed Master Electrician.....87  
 Licensed Journeyman Electrician.....87  
 Licensed Maintenance Electrician.....75  
 Senior Mechanic – Chief Engineer’s License Req.....58  
 Senior Mechanic.....55  
 Mechanic – Chief Engineer’s License Required.....52  
 Plumber, Carpenter, Apprentice/Electrician,  
 Mechanic, Painter, Equipment Operator.....49

**Department & Job** **Wage Class**

Skilled Helper.....45  
 Helper - 3rd year.....22  
 Helper - 2nd year.....21  
 Helper - 1st year.....20  
 Lead Janitor.....16  
 Janitor.....11

**INFORMATION SERVICES DEPARTMENT**

Clerical Assistant.....9  
 Human Resources Information Clerk.....9  
 Transit Information Clk Floater.....12

**TRANSIT INFORMATION DEPARTMENT**

Typesetter.....49  
 Senior Transit Information Representative.....12  
 Transit Information Representative.....12  
 Transit Stores Rep. Cashier.....15\*\*

**SERVICE DEVELOPMENT DEPARTMENT**

Data Collector.....6\*  
 Lead Schedule Maker.....65  
 Schedule Maker I.....19  
 Schedule Maker II.....41  
 Schedule Maker III.....51  
 Clerk-Typist.....6  
 Service Development Administrator.....17

**PURCHASING & STORES DEPARTMENT**

Clerk-Typist Purchasing.....8  
 Coord. Cent. Stores.....54  
 Garage Stockroom Coord.....54  
 Material Handler Printer Helper.....36  
 Receiving Clerk.....48

| <b>Department &amp; Job</b>   | <b>Wage Class</b> |
|---|-------------------|
| Head Stockkeeper.....   | 48                |
| Lead Stockkeeper.....   | 46                |
| Stockkeeper.....  | 42                |
| Equipment Operator.....   | 39                |
| Material Handler.....   | 36                |
| Senior Printer.....   | 49                |
| Printer.....  | 33                |
| Clerk Steno. Purchasing.....  | 9*                |
| <b>FINANCE DEPARTMENT</b>   |                   |
| Assistant to Payroll Supervisor.....  | 26                |
| Upon completion of two (2) years service<br>in department.....  | 43                |
| Senior Payroll Clerk (to qualify for job,<br>Employee must have served two (2) years as<br>timekeeper).....               | 26                |
| After six (6) months in position, provided<br>employee has at least three (3) years<br>in department.....                 | 35                |
| After six (6) months in position, provided<br>employee has at least four and one half<br>(4-1/2) years in department..... | 43                |
| Clerk.....  | 3                 |
| Timekeeper-Computer Operator.....   | 15                |
| Mechanical & Students Payroll Clerk.....  | 15                |
| Confidential Payroll Clerk.....   | 15                |
| Payroll Clerk-Computer Operator.....  | 15                |
| Timekeeper Instructor.....  | 43                |
| Clerk-Floater.....  | 15                |
| Clk Floater Payroll.....  | 15                |

|  |       |
|--|-------|
| Revenue Clerk.....                     | 8     |
| Revenue Balancing Clerk.....           | 12    |
| Balancing Clk.....                     | 12    |
| Passenger Sampling Clk.....            | 15    |
| Treasury Clerk.....                    | 15    |
| Accounts Payable - Cost Clerk.....     | 15*   |
| Cashier.....                           | 9     |
| Accounting Clerk-Machine Operator..... | 15    |
| Statistical Accountant.....            | 15    |
| Clerk Typist - Statistical.....        | 15    |
| Accounts Receivable Clerk.....         | 15*   |
| Inventory & Property Clerk.....        | 15    |
| Convenience Fares Clerk.....           | 12    |
| Transit Store Rep. Cashier.....        | 15**  |
| <b>REVENUE SECURITY SECTION</b>        |       |
| Vault Puller/Register Reader.....      | 10    |
| Money Counter.....                     | 10    |
| Lead Money Counter.....                | 15    |
| Back-up Lead Money Counter.....        | 15*** |
| <b>CUSTOMER RELATIONS DEPARTMENT</b>   |       |
| Customer Service Representative.....   | 15    |

\*\*\*Back-up Lead Money Counter is paid as Wage Class 15  
when working as the Lead Money Counter

**ELECTRONICS REPAIR DEPARTMENT**

Electronics Repair Technician .....49  
 Senior Electronics Repair Technician .....60

\*Employees in these positions as of August 1, 1997, shall be grandfathered in and be paid the existing rate of pay and will continue to receive the appropriate contract increases. When the current employee leaves the position, the position will revert to the new wage class.

\*\* Refer to Transit stores letter of Agreement

**JOB CLASSIFICATIONS EFFECTIVE 8/1/01**

| Classification    | Current Grade | Proposed Grade |
|-------------------|---------------|----------------|
| Garage Secretary  | .8            | .12            |
| Maintenance Clerk | .8            | .12            |
| Clerical Asst.    | .9            | .12            |
| HR Info Clerk     | .9            | .12            |
| Data Collector    | .6            | .12            |
| Clerk Steno Purc. | .9*           | .12*           |
| Clerk Typ. Purc.  | .8            | .12            |
| Cashier           | .9            | .12            |

\*Existing employees are grandfathered at wage class 12.

**WAGE RATES**

**August 1, 2000 through July 31, 2003**

The wage rate of the operator (Wage Class 41) with a basic hourly wage rate of \$19.46 will be increased by the following amounts on the dates shown:

| New Wage Dates and Increases | Basic Wage Date Increase | Basic Wage Class 41 |
|------------------------------|--------------------------|---------------------|
| August 1, 2000               | 3.0%                     | \$20.04             |
| February 1, 2001             | 1.0%                     | \$20.24             |
| August 1, 2001               | 2.0%                     | \$20.64             |
| February 1, 2002             | 2.0%                     | \$21.05             |
| August 1, 2002               | 1.5%                     | \$21.37             |
| February 1, 2003             | 2.0%                     | \$21.80             |

The wage adjustments effective August 1, 2000 will be retroactive to that date.

Effective August 1, 2000, the wage rates of employees at wage class 41 and below will be increased by 3% of the Operators' rate. Employees above wage class 41 will get their percentage of the Operators' rate.

The basic wage rates for classes other than wage class 41 are determined by the percentage relationship of such classes to wage class 41 for the wage increases on February 1, 2001, August 1, 2001, February 1, 2002, August 1, 2001, and February 1, 2003. These percentages are shown below.

**WAGE RATES**

| WAGE CLASS | 8/1/00     |             | 2/1/01     |             | 8/1/01     |             | 2/1/02     |             | 8/1/02     |             | 2/1/03     |             |
|------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|
|            | % OF WC 41 | ACTUAL RATE |
| 1          | 64.1       | 12.84       | 64.1       | 12.97       | 64.1       | 13.23       | 64.1       | 13.49       | 64.1       | 13.70       | 64.1       | 13.97       |
| 2          | 68.9       | 13.81       | 68.9       | 13.95       | 68.9       | 14.22       | 68.9       | 14.50       | 68.9       | 14.72       | 68.9       | 15.02       |
| 3          | 69.5       | 13.92       | 69.5       | 14.07       | 69.5       | 14.34       | 69.5       | 14.63       | 69.5       | 14.85       | 69.5       | 15.15       |
| 4          | 70.7       | 14.17       | 70.7       | 14.31       | 70.7       | 14.59       | 70.7       | 14.88       | 70.7       | 15.11       | 70.7       | 15.41       |
| 5          | 72.0       | 14.43       | 72.0       | 14.57       | 72.0       | 14.86       | 72.0       | 15.16       | 72.0       | 15.39       | 72.0       | 15.70       |
| 6          | 73.3       | 14.69       | 73.3       | 14.84       | 73.3       | 15.13       | 73.3       | 15.43       | 73.3       | 15.66       | 73.3       | 15.98       |
| 7          | 79.6       | 15.96       | 79.6       | 16.11       | 79.6       | 16.43       | 79.6       | 16.76       | 79.6       | 17.01       | 79.6       | 17.35       |
| 8          | 80.4       | 16.11       | 80.4       | 16.27       | 80.4       | 16.59       | 80.4       | 16.92       | 80.4       | 17.18       | 80.4       | 17.53       |
| 9          | 82.1       | 16.45       | 82.1       | 16.62       | 82.1       | 16.95       | 82.1       | 17.28       | 82.1       | 17.54       | 82.1       | 17.90       |
| 10         | 83.9       | 16.81       | 83.9       | 16.98       | 83.9       | 17.32       | 83.9       | 17.66       | 83.9       | 17.93       | 83.9       | 18.29       |
| 11         | 84.1       | 16.85       | 84.1       | 17.02       | 84.1       | 17.36       | 84.1       | 17.70       | 84.1       | 17.97       | 84.1       | 18.33       |
| 12         | 84.4       | 16.92       | 84.4       | 17.08       | 84.4       | 17.42       | 84.4       | 17.77       | 84.4       | 18.04       | 84.4       | 18.40       |
| 13         | 84.9       | 17.02       | 84.9       | 17.18       | 84.9       | 17.52       | 84.9       | 17.87       | 84.9       | 18.14       | 84.9       | 18.51       |
| 14         | 86.6       | 17.36       | 86.6       | 17.53       | 86.6       | 17.87       | 86.6       | 18.23       | 86.6       | 18.51       | 86.6       | 18.88       |
| 15         | 86.7       | 17.38       | 86.7       | 17.55       | 86.7       | 17.89       | 86.7       | 18.25       | 86.7       | 18.53       | 86.7       | 18.90       |
| 16         | 88.1       | 17.66       | 88.1       | 17.83       | 88.1       | 18.18       | 88.1       | 18.55       | 88.1       | 18.83       | 88.1       | 19.21       |
| 17         | 88.8       | 17.79       | 88.8       | 17.97       | 88.8       | 18.33       | 88.8       | 18.69       | 88.8       | 18.98       | 88.8       | 19.36       |
| 18         | 90.3       | 18.09       | 90.3       | 18.28       | 90.3       | 18.64       | 90.3       | 19.01       | 90.3       | 19.30       | 90.3       | 19.69       |
| 19         | 91.1       | 18.26       | 91.1       | 18.44       | 91.1       | 18.80       | 91.1       | 19.18       | 91.1       | 19.47       | 91.1       | 19.86       |
| 20         | 91.5       | 18.34       | 91.5       | 18.52       | 91.5       | 18.89       | 91.5       | 19.26       | 91.5       | 19.55       | 91.5       | 19.95       |
| 21         | 92.2       | 18.47       | 92.2       | 18.66       | 92.2       | 19.03       | 92.2       | 19.41       | 92.2       | 19.70       | 92.2       | 20.10       |
| 22         | 92.9       | 18.62       | 92.9       | 18.80       | 92.9       | 19.17       | 92.9       | 19.56       | 92.9       | 19.85       | 92.9       | 20.25       |
| 23         | 93.2       | 18.68       | 93.2       | 18.86       | 93.2       | 19.24       | 93.2       | 19.62       | 93.2       | 19.92       | 93.2       | 20.32       |
| 24         | 93.4       | 18.72       | 93.4       | 18.90       | 93.4       | 19.28       | 93.4       | 19.66       | 93.4       | 19.96       | 93.4       | 20.36       |
| 25         | 94.4       | 18.91       | 94.4       | 19.11       | 94.4       | 19.48       | 94.4       | 19.87       | 94.4       | 20.17       | 94.4       | 20.58       |
| 26         | 95.2       | 19.08       | 95.2       | 19.27       | 95.2       | 19.65       | 95.2       | 20.04       | 95.2       | 20.34       | 95.2       | 20.75       |
| 27         | 95.6       | 19.15       | 95.6       | 19.35       | 95.6       | 19.73       | 95.6       | 20.12       | 95.6       | 20.43       | 95.6       | 20.84       |

| WAGE CLASS | 8/1/00 % OF WC 41 | 2/1/01 ACTUAL RATE | 2/1/01 % OF WC 41 | 8/1/01 ACTUAL RATE | 8/1/01 % OF WC 41 | 2/1/02 ACTUAL RATE | 2/1/02 % OF WC 41 | 8/1/02 ACTUAL RATE | 8/1/02 % OF WC 41 | 2/1/03 ACTUAL RATE | 2/1/03 % OF WC 41 | ACTUAL RATE |
|------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|-------------|
| 28         | 96.0              | 19.23              | 96.0              | 19.43              | 96.0              | 19.81              | 96.0              | 20.21              | 96.0              | 20.52              | 96.0              | 20.93       |
| 29         | 96.0              | 19.23              | 96.0              | 19.43              | 96.0              | 19.81              | 96.0              | 20.21              | 96.0              | 20.52              | 96.0              | 20.93       |
| 30         | 96.3              | 19.30              | 96.3              | 19.49              | 96.3              | 19.88              | 96.3              | 20.27              | 96.3              | 20.58              | 96.3              | 20.99       |
| 31         | 96.6              | 19.36              | 96.6              | 19.55              | 96.6              | 19.94              | 96.6              | 20.33              | 96.6              | 20.64              | 96.6              | 21.06       |
| 32         | 96.9              | 19.42              | 96.9              | 19.61              | 96.9              | 20.00              | 96.9              | 20.40              | 96.9              | 20.71              | 96.9              | 21.12       |
| 33         | 97.1              | 19.45              | 97.1              | 19.65              | 97.1              | 20.04              | 97.1              | 20.44              | 97.1              | 20.75              | 97.1              | 21.17       |
| 34         | 97.3              | 19.49              | 97.3              | 19.69              | 97.3              | 20.08              | 97.3              | 20.48              | 97.3              | 20.79              | 97.3              | 21.21       |
| 35         | 97.4              | 19.51              | 97.4              | 19.71              | 97.4              | 20.10              | 97.4              | 20.50              | 97.4              | 20.81              | 97.4              | 21.23       |
| 36         | 97.8              | 19.59              | 97.8              | 19.79              | 97.8              | 20.19              | 97.8              | 20.59              | 97.8              | 20.90              | 97.8              | 21.32       |
| 37         | 97.8              | 19.59              | 97.8              | 19.79              | 97.8              | 20.19              | 97.8              | 20.59              | 97.8              | 20.90              | 97.8              | 21.32       |
| 38         | 98.5              | 19.74              | 98.5              | 19.94              | 98.5              | 20.33              | 98.5              | 20.73              | 98.5              | 21.05              | 98.5              | 21.47       |
| 39         | 98.9              | 19.81              | 98.9              | 20.02              | 98.9              | 20.41              | 98.9              | 20.82              | 98.9              | 21.13              | 98.9              | 21.56       |
| 40         | 99.4              | 19.91              | 99.4              | 20.12              | 99.4              | 20.52              | 99.4              | 20.92              | 99.4              | 21.24              | 99.4              | 21.67       |
| 41         | 100.0             | 20.04              | 100.0             | 20.24              | 100.0             | 20.64              | 100.0             | 21.05              | 100.0             | 21.37              | 100.0             | 21.80       |
| 42         | 100.2             | 20.08              | 100.2             | 20.28              | 100.2             | 20.68              | 100.2             | 21.09              | 100.2             | 21.41              | 100.2             | 21.84       |
| 43         | 100.5             | 20.14              | 100.5             | 20.34              | 100.5             | 20.74              | 100.5             | 21.16              | 100.5             | 21.48              | 100.5             | 21.91       |
| 44         | 100.8             | 20.20              | 100.8             | 20.40              | 100.8             | 20.81              | 100.8             | 21.22              | 100.8             | 21.54              | 100.8             | 21.97       |
| 45         | 101.0             | 20.24              | 101.0             | 20.44              | 101.0             | 20.85              | 101.0             | 21.26              | 101.0             | 21.58              | 101.0             | 22.02       |
| 46         | 101.2             | 20.28              | 101.2             | 20.48              | 101.2             | 20.89              | 101.2             | 21.30              | 101.2             | 21.63              | 101.2             | 22.06       |
| 47         | 102.2             | 20.48              | 102.2             | 20.69              | 102.2             | 21.09              | 102.2             | 21.51              | 102.2             | 21.84              | 102.2             | 22.28       |
| 48         | 102.6             | 20.56              | 102.6             | 20.77              | 102.6             | 21.18              | 102.6             | 21.60              | 102.6             | 21.93              | 102.6             | 22.37       |
| 49         | 103.5             | 20.74              | 103.5             | 20.95              | 103.5             | 21.36              | 103.5             | 21.79              | 103.5             | 22.12              | 103.5             | 22.56       |
| 50         | 104.0             | 20.84              | 104.0             | 21.05              | 104.0             | 21.47              | 104.0             | 21.89              | 104.0             | 22.22              | 104.0             | 22.67       |
| 51         | 104.1             | 20.86              | 104.1             | 21.07              | 104.1             | 21.49              | 104.1             | 21.91              | 104.1             | 22.25              | 104.1             | 22.69       |
| 52         | 104.6             | 20.96              | 104.6             | 21.17              | 104.6             | 21.59              | 104.6             | 22.02              | 104.6             | 22.35              | 104.6             | 22.80       |
| 53         | 105.3             | 21.10              | 105.3             | 21.31              | 105.3             | 21.73              | 105.3             | 22.17              | 105.3             | 22.50              | 105.3             | 22.96       |
| 54         | 105.8             | 21.20              | 105.8             | 21.41              | 105.8             | 21.84              | 105.8             | 22.27              | 105.8             | 22.61              | 105.8             | 23.06       |
| 55         | 106.0             | 21.24              | 106.0             | 21.45              | 106.0             | 21.88              | 106.0             | 22.31              | 106.0             | 22.65              | 106.0             | 23.11       |
| 56         | 106.8             | 21.40              | 106.8             | 21.62              | 106.8             | 22.04              | 106.8             | 22.48              | 106.8             | 22.82              | 106.8             | 23.28       |
| 57         | 107.0             | 21.44              | 107.0             | 21.66              | 107.0             | 22.08              | 107.0             | 22.52              | 107.0             | 22.87              | 107.0             | 23.33       |
| 58         | 108.0             | 21.64              | 108.0             | 21.86              | 108.0             | 22.29              | 108.0             | 22.73              | 108.0             | 23.08              | 108.0             | 23.54       |
| 59         | 108.4             | 21.72              | 108.4             | 21.94              | 108.4             | 22.37              | 108.4             | 22.82              | 108.4             | 23.17              | 108.4             | 23.63       |
| 60         | 109.8             | 22.00              | 109.8             | 22.22              | 109.8             | 22.66              | 109.8             | 23.11              | 109.8             | 23.46              | 109.8             | 23.94       |
| 61         | 111.0             | 22.24              | 111.0             | 22.47              | 111.0             | 22.91              | 111.0             | 23.37              | 111.0             | 23.72              | 111.0             | 24.20       |
| 62         | 112.0             | 22.44              | 112.0             | 22.67              | 112.0             | 23.12              | 112.0             | 23.58              | 112.0             | 23.93              | 112.0             | 24.42       |
| 63         | 113.0             | 22.65              | 113.0             | 22.87              | 113.0             | 23.32              | 113.0             | 23.79              | 113.0             | 24.15              | 113.0             | 24.63       |
| 64         | 114.0             | 22.85              | 114.0             | 23.07              | 114.0             | 23.53              | 114.0             | 24.00              | 114.0             | 24.36              | 114.0             | 24.85       |
| 65         | 115.0             | 23.05              | 115.0             | 23.28              | 115.0             | 23.74              | 115.0             | 24.21              | 115.0             | 24.58              | 115.0             | 25.07       |
| 66         | 116.0             | 23.25              | 116.0             | 23.48              | 116.0             | 23.94              | 116.0             | 24.42              | 116.0             | 24.79              | 116.0             | 25.29       |
| 67         | 117.0             | 23.45              | 117.0             | 23.68              | 117.0             | 24.15              | 117.0             | 24.63              | 117.0             | 25.00              | 117.0             | 25.51       |
| 68         | 118.0             | 23.65              | 118.0             | 23.88              | 118.0             | 24.36              | 118.0             | 24.84              | 118.0             | 25.22              | 118.0             | 25.72       |
| 69         | 119.0             | 23.85              | 119.0             | 24.09              | 119.0             | 24.56              | 119.0             | 25.05              | 119.0             | 25.43              | 119.0             | 25.94       |
| 70         | 120.0             | 24.05              | 120.0             | 24.29              | 120.0             | 24.77              | 120.0             | 25.26              | 120.0             | 25.64              | 120.0             | 26.16       |

| WAGE CLASS | 8/1/00 % OF WC 41 | 2/1/01 ACTUAL RATE | 2/1/01 % OF WC 41 | 8/1/01 ACTUAL RATE | 8/1/01 % OF WC 41 | 2/1/02 ACTUAL RATE | 2/1/02 % OF WC 41 | 8/1/02 ACTUAL RATE | 8/1/02 % OF WC 41 | 2/1/03 ACTUAL RATE | 2/1/03 % OF WC 41 | ACTUAL RATE |
|------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|--------------------|-------------------|-------------|
| 71         | 121.0             | 24.25              | 121.0             | 24.49              | 121.0             | 24.97              | 121.0             | 25.47              | 121.0             | 25.86              | 121.0             | 26.38       |
| 72         | 122.0             | 24.45              | 122.0             | 24.69              | 122.0             | 25.18              | 122.0             | 25.68              | 122.0             | 26.07              | 122.0             | 26.60       |
| 73         | 123.0             | 24.65              | 123.0             | 24.90              | 123.0             | 25.39              | 123.0             | 25.89              | 123.0             | 26.29              | 123.0             | 26.81       |
| 74         | 124.0             | 24.85              | 124.0             | 25.10              | 124.0             | 25.59              | 124.0             | 26.10              | 124.0             | 26.50              | 124.0             | 27.03       |
| 75         | 125.0             | 25.05              | 125.0             | 25.30              | 125.0             | 25.80              | 125.0             | 26.31              | 125.0             | 26.71              | 125.0             | 27.25       |
| 76         | 126.0             | 25.25              | 126.0             | 25.50              | 126.0             | 26.01              | 126.0             | 26.52              | 126.0             | 26.93              | 126.0             | 27.47       |
| 77         | 127.0             | 25.45              | 127.0             | 25.70              | 127.0             | 26.21              | 127.0             | 26.73              | 127.0             | 27.14              | 127.0             | 27.69       |
| 78         | 128.0             | 25.65              | 128.0             | 25.91              | 128.0             | 26.42              | 128.0             | 26.94              | 128.0             | 27.35              | 128.0             | 27.90       |
| 79         | 129.0             | 25.85              | 129.0             | 26.11              | 129.0             | 26.63              | 129.0             | 27.15              | 129.0             | 27.57              | 129.0             | 28.12       |
| 80         | 130.0             | 26.05              | 130.0             | 26.31              | 130.0             | 26.83              | 130.0             | 27.37              | 130.0             | 27.78              | 130.0             | 28.34       |
| 81         | 131.0             | 26.25              | 131.0             | 26.51              | 131.0             | 27.04              | 131.0             | 27.58              | 131.0             | 27.99              | 131.0             | 28.56       |
| 82         | 132.0             | 26.45              | 132.0             | 26.72              | 132.0             | 27.24              | 132.0             | 27.79              | 132.0             | 28.21              | 132.0             | 28.78       |
| 83         | 133.0             | 26.65              | 133.0             | 26.92              | 133.0             | 27.45              | 133.0             | 28.00              | 133.0             | 28.42              | 133.0             | 28.99       |
| 84         | 134.0             | 26.85              | 134.0             | 27.12              | 134.0             | 27.66              | 134.0             | 28.21              | 134.0             | 28.64              | 134.0             | 29.21       |
| 85         | 135.0             | 27.05              | 135.0             | 27.32              | 135.0             | 27.86              | 135.0             | 28.42              | 135.0             | 28.85              | 135.0             | 29.43       |
| 86         | 136.0             | 27.25              | 136.0             | 27.53              | 136.0             | 28.07              | 136.0             | 28.63              | 136.0             | 29.06              | 136.0             | 29.65       |
| 87         | 137.0             | 27.45              | 137.0             | 27.73              | 137.0             | 28.28              | 137.0             | 28.84              | 137.0             | 29.28              | 137.0             | 29.87       |

An employee shall receive the higher rate of pay after one (1) week of temporarily filling the position of an employee whose rate of pay is higher than their own.

**ARTICLE 33  
COST OF LIVING**

**Section 1.** No payments will be made under this Article during the term of this agreement.

**Section 2.** In addition to the basic hourly wage rates specified in this Agreement all employees covered by the Agreement shall be paid a cost-of-living allowance to be determined and redetermined on the basis of changes in the Consumer Price Index for Urban Wage Earners & Clerical Workers for the City of Minneapolis (1967 base) as published and revised by the Bureau of Labor Statistics, United States Department of Labor. The Index for December 1980 shall be the base Index. The cost-of-living adjustment for the operator Classification (Wage Class 41) shall be one cent (1¢) for each full 0.35 point change in the aforementioned Index. The cost-of-living adjustment for each wage class other than Wage Class 41 shall be determined by dividing the number of cents per hour of the adjustment determined for Wage Class 41 in accordance with the foregoing formula by the basic wage rate for Wage Class 41. The percentage thus computed shall be applied to the basic wage rate for each wage class other than Wage Class 41 and the resulting cents per hour shall be the cost-of-living adjustment for that wage class. Such computation shall be made to the nearest full cent (1.0¢).

Cost-of-living adjustments under this provision are to be made on the basis of the change in the Minneapolis CPI from the December, 1980 base (260.6) and the comparable indexes for the following periods as follows:

**Comparable  
Index for:**

|          |      |                  |
|----------|------|------------------|
| April    | 1981 | June 1, 1981     |
| June     | 1981 | August 1, 1981   |
| October  | 1981 | December 1, 1981 |
| December | 1981 | February 1, 1982 |
| April    | 1982 | June 1, 1982     |
| June     | 1982 | August 1, 1982   |
| October  | 1982 | December 1, 1982 |
| December | 1982 | February 1, 1983 |
| April    | 1983 | June 1, 1983     |
| June     | 1983 | August 1, 1983   |
| October  | 1983 | December 1, 1983 |
| December | 1983 | February 1, 1984 |

**Resulting Cost-of-Living Allowance  
to be Effective at the Beginning of  
the Payroll Period Nearest to:**

For employees in each of the three payroll groups, operators, mechanical and office such cost-of-living allowance for each group shall become effective at the beginning of the respective payroll period nearest to June 1, 1981 (and each succeeding effective date set forth above) and shall continue through the respective payroll period preceding the payroll period beginning nearest to August 1, 1981 (and each succeeding effective date thereafter set forth above).

In the event the first day of a month to be used for determining the beginning of the payroll period nearest thereto, is midway between two such payroll periods, then the resulting cost-of-living allowance will become effective at the beginning of the earliest of such payroll periods.

**Section 3.** The basic hourly wage rate of any classification as herein before provided shall not be increased or decreased by changes in the cost of living allowance during the term of this Agreement. However, during periods when such cost of living allowance is in effect it shall be added to the applicable basic hourly wage rate and treated as a part thereof in all calculations involving employees pay.

**ARTICLE 34  
HIRING PROGRESSION**

**Section 1.** Employees newly hired into bargaining unit jobs after April 30, 1984, except as provided for in Sections 2 and 3, shall receive during the first thirty-six (36) months of their employment a percentage of the otherwise applicable paid rate in accordance with the following schedule:

Effective January 1, 1998 the part-time hiring progression shall be changed to provide 2080 hours maximum per step instead of the existing 2088 hour per step.

| <u>Length of Employment</u> | <u>Applicable Paid Rate</u> |
|-----------------------------|-----------------------------|
| First 12 months             | 70%                         |
| Second 12 months            | 80%                         |
| Third 12 months             | 90%                         |
| Thereafter                  | 100%                        |

**Section 2.** The progression schedule for operators hired after July 10, 1989, shall be as follows:

**Full-time Operators**

| <u>Length of Employment</u> | <u>Applicable Paid Rate</u> |
|-----------------------------|-----------------------------|
| First 12 months             | 55%                         |
| Second 12 months            | 60%                         |
| Third 12 months             | 70%                         |
| Thereafter                  | 100%                        |

**Part-time Operators**

| <u>Hours Worked</u> | <u>Applicable Paid Rate</u> |
|---------------------|-----------------------------|
| First 2,088 hours   | 55%                         |
| Second 2,088 hours  | 60%                         |
| Third 2,088 hours   | 70%                         |
| Thereafter          | 100%                        |

**Section 3.** Upon transferring from part-time to full-time status, an operator will be credited with the number of equivalent months progression obtained and will convert to the monthly progressions from that point forward.

**Section 4.** The wage progression for new operators will be the new progression listed below:

**Full-time & Part-time Operators  
OLD PROGRESSION**

| <u>Length of Employment</u> | <u>Applicable Paid Rate</u> |
|-----------------------------|-----------------------------|
| First 12 months             | 55%                         |
| Second 12 months            | 60%                         |
| Third 12 months             | 70%                         |
| Thereafter                  | 100%                        |

**NEW PROGRESSION**

| <u>Length of Employment</u> | <u>Applicable Paid Rate</u> |
|-----------------------------|-----------------------------|
| First 12 months             | 70%                         |
| Second 12 months            | 80%                         |
| Third 12 months             | 85%                         |
| Fourth 12 months            | 90%                         |
| Fifth 12 months             | 95%                         |
| Thereafter                  | 100%                        |

Operators who have not reached 100% of the pay progression will be given the option of participating in either the old or new wage progression.

Change the progression for part-time operators from an hourly to an annual accrual. Operators selecting the old progression, will have their hourly accrual converted to an annual accrual using the same formula specified in Article 34, Section 4. The conversion date will be October 27, 2000, and, if applicable, pay will be retroactive to that date. Conversion information will be available November 17, 2000. Election

must be made by December 1, 2000, or the Operator will remain in the old progression. Operators selecting the new progression will have their hourly accrual converted to an annual accrual based on months of service from turn-in date.

**Section 5.** For the purposes of this Article, the operators' hiring progression shall start on the date of turn-in.

### **ARTICLE 35 GROUP INSURANCE**

**Section 1.** Metro Transit will continue to provide group life insurance, group health insurance, and group dental insurance to full-time employees.

Effective January 1, 1994 Full-time and Part-time employees will be eligible for group life insurance, group health insurance, and group dental insurance.

The Group Life, Group Health and Group Dental shall be provided to the qualified persons in each of the following groups:

- Group 1: Full-time employees
- Group 2: Dependents of full-time employees
- Group 3: Retired full-time employees under 65 years of age
- Group 4: Dependents of retired full-time employees under 65 years of age
- Group 5: Retired full-time employees over 65 years of age
- Group 6: Dependents of retired full-time employees over 65 years of age
- Group 7: Part-time employees
- Group 8: Dependents of part-time employees

The effective date for these insurances will begin after three (3) months of service. For those employees with a minimum of three (3) months service transferring to a full-time position, these insurances will become effective on the first of the month following the date of transfer to full-time.

Effective October 25, 2000, new employees must complete seventeen (17) years of service to be eligible for retiree insurance benefits. All employees hired after 10/27/95, must have a minimum of fifteen (15) full years of service with the employer to be eligible for retiree insurance benefits. All employees hired before 10/27/95, must have a minimum of ten (10) full years of service with the employer to be eligible for retiree benefits. Years of service means: The number of years of continuous service from the first day of employment until retirement.

#### **Part-time Employees**

After the Initial Implementation period the following will be used for the Calculation Period for Average Hours Worked:

| <b>Calculation Period</b>        | <b>Effective Date:</b> |
|----------------------------------|------------------------|
| October-March (13 Pay Periods)   | May 1                  |
| April-September (13 Pay Periods) | November 1             |

Part-time employees who are eligible for benefits can enroll or add dependents at time of transfer to full-time.

Part-time employees at time of transfer to full-time will not serve another three (3) month waiting period.

#### **Section 2. Life Insurance Benefits:**

Group 1: With three (3) or more months of service but with less than five (5) years of service: \$12,000 effective January 1, 1990.

With five (5) years but less than ten (10) years of service: \$12,500 effective January 1, 1990.

With ten (10) or more years of service: \$13,000 effective January 1, 1990.

Groups 3 and 5: Retiring on or after February, 1973 but prior to May 1, 1979 \$1,500  
Retiring on or after May 1, 1979 \$2,000

Retiring on or after May 1, 1981 \$3,000  
 Persons retired prior to February 1, 1973 will continue with life insurance coverage as previously provided in the face amount of \$1,250, \$1,000 or \$250 whichever is applicable.

Group 7: With three (3) or more months of service but with less than five (5) years of service: \$6,000 effective January 1, 1994.

With five (5) years but less than ten (10) years of service: \$7,500 effective January 1, 1994.

With ten (10) or more years of service: \$9,500 effective January 1, 1994.

Groups 2, 4, 6 and 8: No life coverage provided.

Premiums will be waived and the face amount of insurance will be paid in monthly installments to employees who become totally and permanently disabled prior to age 60.

The life insurance premium costs for persons in all eligible groups will be paid entirely by Metro Transit.

**Section 3. Supplemental Life Insurance:**

Supplemental life insurance, up to a \$100,000.00 maximum, shall be offered to employees, in \$5,000 increments at their own expense. Dependent life insurance shall be offered to employees at their own expense. Supplemental life insurance will be subject to insurance company approval based upon a brief health statement.

**Section 4. Health Insurance Benefits:**

The employee can decide whether to use network providers each time he/she needs medical care. This feature is called point-of-service selection.

See Medical Benefits Chart  
on Page 95.

| Health Service                   | Network                    | Extended Network                                     | Out-of-Network                                       |
|----------------------------------|----------------------------|--|--|
| Lifetime Maximum                 | Unlimited                  | \$1,000,000 combined For Extended and Out of Network | \$200 per person<br>3 per family                     |
| Calendar year deductible         | No deductible              | No deductible  |  |
| Annual Out-of-Pocket maximum     |                            | \$700 per person; \$2,100 per family                 |  |
| Preventive Health Care           | 100% Coverage              | \$15 Copayment                                       | No Coverage  |
| Office Visits                    | 100% Coverage              | \$15 Copayment                                       | 80% after deductible                                 |
| •Physical & Occupational Therapy |                            |  | (40 days/calendar year)<br>(130 hours/calendar year) |
| •Mental Health                   |                            |  | 80% after deductible                                 |
| •Chemical Health                 |                            |  | (30 days/calendar year)<br>(73 days/calendar year)   |
| Inpatient Care                   | 100% Coverage              | 80% Coverage   | 80% after deductible                                 |
| •Illness & Injury                |                            |  |  |
| •Mental Health                   |                            |  |  |
| •Chemical Health                 |                            |  |  |
| (365 days per confinement)       |                            |  |  |
| Outpatient Care                  | 100% coverage              | 80% coverage   | 80% after deductible                                 |
| Emergency Care                   |                            |  |  |
| •Urgent care center              | \$10 copayment             | \$10 copayment                                       | 80% of first, \$2,500 then 100% coverage             |
| •Hospital ER                     | \$40 copayment             | \$40 copayment                                       | 80% after deductible                                 |
| Prescriptions Drugs              | \$7.50 copayment           | \$7.50 copayment                                     | 80% after deductible                                 |
| Effective January 1, 2001        | 30 day supply              | 30 day supply  | 30 day supply  |
| Home HealthCare                  | 100% Coverage              | \$15 copayment                                       | 80% after deductible                                 |
|                                  | (120 visits/calendar year) | (60 visits/calendar year)                            | (60 visits/calendar year)                            |
| Durable Medical Equipment        | 80% coverage               | 80% coverage   | 80% after deductible                                 |
| Preventive Dental Care           | 100% coverage              | 100% coverage  | No coverage  |

**Section 5. Health Election and Contribution**

There shall be an open enrollment period for all groups covered under the health insurance plan.

Contributions to health insurance premium costs will be shared by Metro Transit as follows:

| <b>Group</b>  | <b>Metro Transit Contribution</b>  |
|---|--|
| 1 Full-time employees   | 100%   |
| 1,2 Full-time employees and Dependents of full-time employees     | Effective January 1, 1998, Metro Transit will contribute up to \$367.00 for family coverage. All premium costs over the above stated amounts will be shared by Metro Transit and the employee on a 50/50 basis.<br><br>Effective January 1, 2001, Metro Transit will contribute up to \$445.42 for family coverage. All premium costs over the above stated amounts will be shared by Metro Transit and the employee on a 50/50 basis.<br><br>Effective January 1, 2002, Metro Transit will contribute up to \$591.81 for family coverage. All premium costs over the above stated amounts will be shared by Metro Transit and the employee on a 50/50 basis.<br><br>Effective January 1, 2003, Metro Transit will contribute up to \$600.00 for family coverage. All premium costs over the above stated amounts will be shared by Metro Transit and the employee on a 50/50 basis. |
| 3* Retired full-time employees under 65 years of age              | 66-2/3%  |
| 4 Dependents of retired full time employees under 65 years of age | 66-2/3%  |
| 5 Retired full-time employees over 65 years of age                | 66-2/3%  |
| 6 Dependents of retired full-time employees over 65 years of age  | 66-2/3%  |
| 7 Part-time employees   | **   |
| 7,8 Part-time employees and Dependents of part-time employees     | ***  |

\*With the exception that employees (a) retired with thirty (30) years of service at or after age sixty (60) but prior to age sixty-five (65) or (b) on disability pension until such employee attains age sixty-five (65) will be handled in the same manner as active employees for health insurance premium payments.

\*\*Effective January 1, 2001, Metro Transit contribution amount for Group 7 (Part-time Employees) is calculated on a prorate basis based on the number of hours paid and the current Metro Transit contribution paid for Full-time Employees as follows:

| <b>Group</b> | <b>Average Hours Paid</b> | <b>Metro Transit Contribution</b> |
|--------------|---------------------------|-----------------------------------|
| 7            | 00.00 - 40.00             | 50%                               |
|              | 40.01 - 50.00             | 62.5%                             |
|              | 50.01 +                   | 75%                               |

**Group Metro Transit Contribution**

- \*\*\* Effective January 1, 1998, Metro Transit will contribute up to 50%, 62.5% or 75% of \$367.00 for family coverage based on "average hours worked".
- \*\*\* Effective January 1, 2001, Metro Transit will contribute up to 50%, 62.5% or 75% of \$445.32 for family coverage based on "hours paid".
- \*\*\* Effective January 1, 2002, Metro Transit will contribute up to 50%, 62.5% or 75% of \$591.81 for family coverage based on "hours paid".
- \*\*\* Effective January 1, 2003, Metro Transit will contribute up to 50%, 62.5% or 75% of \$600.00 for family coverage based on "hours paid".

All future premium increases will be shared by Metro Transit and the employee on a 25/75 basis.

The contributions for family coverage under this paragraph shall be calculated by first taking the appropriate percentage of the stated dollar amount (Example as 75% of \$445.32) and subtracting that amount from the total monthly premium

charged by the vendor for family coverage. The additional amount will then be shared as: Metro Transit shall pay 25% and the employee shall pay 75%.

Effective June 1, 1994, the employee's share of the health insurance premium will be calculated on a pre-tax basis.

**Section 6. Dental Insurance Benefits:** A managed care dental plan shall be made available to all active employees and retirees, and their dependents as provided for in Section 7. The dental plan would include Network and Non-network benefits as follows:

| <b>Dental Services</b>          | <b>In Network</b>    | <b>Out-of-Network Care</b> |
|---------------------------------|----------------------|----------------------------|
| Annual Maximum                  | \$1,500              | \$1,000                    |
| Preventive/Diagnostic Sealants  | 100%                 | 100%                       |
| Deductible                      | \$10<br>3 per family | \$25<br>3 per family       |
| Basic Services                  |                      |                            |
| - Fillings                      | 100%                 | 80%                        |
| - Periodontics                  | 100%                 | 80%                        |
| - Endodontics                   | 100%                 | 80%                        |
| - Oral Surgery                  | 100%                 | 80%                        |
| Special Services                |                      |                            |
| - Crowns/Onlays                 | 80%                  | 50%                        |
| Prosthetics                     | 80%                  | 50%                        |
| Orthodontics                    | 50% to \$1500        | 50% up to \$1,500          |
| - Lifetime maximum for all ages |                      |                            |

**Section 7. Dental Election and Contribution:** The election of coverage for all active employees and their dependents will be available only during the initial enrollment in the plan and at each annual anniversary date thereafter.

The election of coverage for retirees who retire on or after July 1, 1993 and their dependents will be available only during the 1996 initial enrollment in the managed care dental plan. Future retirees must have dependent dental coverage at the time

of their retirement to be able to carry it. A retiree must be enrolled in the dental plan in order to carry dependent dental coverage.

Active employees who have had dependent dental coverage and dropped it will not be eligible to re-enroll their dependents for two (2) years from the date that the coverage was dropped. Once they are eligible, the re-enrollment of dependents will not occur until the first dental open enrollment after the two (2) year waiting period.

Retirees and their dependents who drop coverage will not be eligible to re-enroll.

Metro Transit shall pay 100% of the premium cost for each active full-time employee's own coverage. The employee shall pay the balance of the premium cost for any dependent coverage. The dental insurance premium costs will be shared by Metro Transit as follows:

| <b>Group</b> | <b>Metro Transit Contribution</b> |
|--------------|-----------------------------------|
| 1            | 100%                              |
| 2            | 50%                               |
| 3, 4, 5, 6   | 0%                                |
| 7, 8         | **                                |

\*\*Effective January 1, 2001, Metro Transit Contribution amount for Group 7 and 8 (Part-time Employees and Dependents) is calculated on a pro-rata basis based on the number of hours paid and the current Metro Transit contribution paid for full-time Employees as follows:

| <b>Group</b> | <b>Average Hours Paid</b> | <b>Metro Transit Contribution</b> |
|--------------|---------------------------|-----------------------------------|
| 7            | 00.00-40.00               | 50%                               |
|              | 40.01-50.00               | 62.5%                             |
|              | 50.01 +                   | 75%                               |
| 8            | 00.00-40.00               | 25%                               |
|              | 40.01-50.00               | 31.25%                            |
|              | 50.01+                    | 37.5%                             |

Effective June 1, 1994, the employee's share of the dental insurance premium will be calculated on a pretax basis.

**Section 8. Pre-Tax Flexible Spending:** Pre-tax Flexible Spending Accounts for a Health Care Spending Account and a Dependent Care Spending Account shall be made available to employees.

**ARTICLE 36  
WORK SCHEDULES**

All articles contained in this Agreement referring to work schedules are intended to provide a basis for establishing normal work schedules.

Any employee who reports on time for a scheduled assignment on the employee's work day shall receive as wages for such day no less than said employee's daily assignment, provided the employee completes that assignment or is prevented from doing so by an injury sustained that day on the job.

An employee will not be deprived of the opportunity to complete a daily assignment except in cases involving flagrant violations of the rules or standards.

**ARTICLE 37  
STEEL TOED SHOES**

Metro Transit shall provide one (1) pair of steel toed shoes which must be worn by all employees in the Garage Stores Department, Janitors, Money Counters, Vault Pullers, Register Readers and the Mechanical Department except the Office/Clerical employees. Replacement of worn out shoes, up to a value of \$80.00 shall be made upon presentation of the old pair of shoes to the employee's supervisor. Effective January 1, 1999, the amount will be increased to \$90.00.

**ARTICLE 38  
RECOGNITION PROGRAM**

All recognition programs shall be continued. However, these programs will be modified if necessary by July 1, 1998, to ensure that they are performance based programs.

Departments which do not have recognition programs shall implement performance-based programs by January 1, 1998.

The union and the employer agree to jointly develop these programs.

**Letter of Agreement  
(Effective date 1/98)**

Management and ATU acknowledge that in order to increase day-at-a-time vacation for full-time operators from 5 days to 10 days per year; there will be changes in the request off procedure for Transportation. These changes will affect a request off made for a full day.

1. A committee will be established at each garage consisting of the board members, one operator, the mark-up dispatcher, two assistant managers and the manager to determine the number of slots available for operators at each garage. The operator on the committee will be appointed by the ATU. The committee will meet on an annual basis.
2. Full day requests off will be granted no more than 10 days in advance.
3. Recognition days will be granted no more than ninety (90) days in advance with seniority prevailing on the 90th day.

**Letter of Agreement  
Office Finance**

There is a straight seniority system in the Office Finance Section for open positions and for lay-offs.

1. When an Office Finance position becomes available it will be offered first to employees by seniority in the Office Finance Section.
2. The employee does not have to meet position qualifications or work record requirements.
3. If no employee in Office Finance takes the position, it will then be offered by seniority to Finance Revenue Security Section employees.
4. Finance Revenue Security employees must meet

position qualifications outlined on job descriptions and work record standards. The date entering the position determines Office Finance Section seniority.

5. When reducing the number of employees in the Office Finance Section by lay-off, it will be done by straight seniority.
6. The least senior Office Finance employee will be laid-off and a bump will take place starting with the seniority of the employee in the position affected (elimination of position), who may bump into any position their seniority allows. The next affected employee will then use their seniority to bump into any position their seniority allows, etc. Employees in positions not affected by the bump will remain in their positions and cannot move.
7. Overtime will be offered by work section as in the past.

#### **Revenue Security Finance**

There is a straight seniority system in the Revenue Security Finance Section for open positions and lay-offs.

1. When a Revenue Security Finance position becomes available it will be offered first to employees by seniority in the Revenue Security Finance Section.
2. Revenue Security Finance employees do not have to meet position qualifications or work record requirements.
3. If no employees in Revenue Security Finance takes the position, it will be offered by seniority to Office Finance employees.
4. Office Finance employees must meet position qualifications outlined on job description and work record standards. The date entering the position determines Revenue Security Finance Section seniority.

The above provisions for Office Finance and Revenue Security Finance do not apply to Finance Purchasing and

Stores Department or Finance Fare Box Technicians.

#### **Transit Stores**

1. Transit Stores Finance positions will be filled through the TIC pick procedure by TIC employees employed before September 24, 1993, who will retain their TIC seniority for picking or lay-offs.
2. If no pre-September 24, 1993 TIC employee picks a Transit Store position, it will be offered to Office Finance employees first. Then it will be offered to Revenue Security Finance employees, if qualified. Then it will be offered to post-September 24, 1993 TIC employees, if qualified. If filled as above, that Transit Store position will revert to Office Finance seniority.
3. Picked TIC Floater positions will fill in for Transit Store positions regardless of seniority dates.

#### **General**

All positions above: If not filled as stated above, positions will then be posted for all other Metro Transit employees.

Office Finance and Revenue Security Finance are considered one department, so employees who are laid-off with three or more years seniority could not use their company seniority to exercise bumping rights between the two sections.

#### **LETTER OF AGREEMENT**

##### **4 Day -10 Hour Workweek**

As the parties have been engaged in a collective bargaining process towards a voluntary successor agreement to the current labor contract; and,

As the parties have discussed the possibility of instituting a 4 -day, 10- hour workweek (4/10 work schedule) for some employees in some departments, the parties hereby agree to the following;

Both the Amalgamated Transit Union and Metro Transit shall meet during the life of the next collective bargaining agreement for the purpose of discussing the feasibility and

desirability of creating 4/10 work schedules.

If an agreement is reached, it has to be ratified by the membership.

**LETTER OF AGREEMENT  
Health Insurance**

The employer retains the right to renew the contract with HealthPartners, the current health insurance provider, through the calendar year 2002, provided that benefits are equal to or greater than the plan as per the labor agreement dated August 1, 2000, to July 31, 2003. It is the intent of the parties to allow, under specific conditions, the members of ATU Local # 1005 to select a health insurance provider at the expiration of the Health Partners contract.

For the purpose of this agreement, the parties agree that the membership of ATU #1005 will, by a popular vote conducted by the officers of ATU, choose their health insurance provider without impacting the premium contribution of the employer, subject to the following:

1. This agreement is predicated on the employer offering a Request for Proposals (RFP) and receiving more than one qualified response. If there is only one qualified response, this agreement shall be void. The employer retains all rights and obligations to conduct the RFP process, evaluation and determination as per policy and statute, provided that benefits are equal to or greater than the plan as per the labor agreement dated August 1, 2000, to July 31, 2003. In the event any provision of this agreement is held contrary to law, this agreement shall be void.
2. If the lowest, two qualified responses, that meet the standards of the RFP, do not provide multiple year rate guarantees for a minimum of the first two years, this agreement shall be void.
3. If the membership chooses the lower cost carrier, effective January 1, 2003, the employer shall contribute toward the

premiums as per the applicable sections of Article 35 of the labor agreement in place on that date.

4. If the membership chooses a carrier with a higher cost than the lowest bidder, the employees will pay all additional costs for single and family coverage. The employees shall make these contributions for the period of time that the lowest bidder has made rate guarantees.
5. For the purpose of comparison, it will be assumed that the carriers will increase rates to the maximum allowed by the rate guarantee.
6. If the employer decides to self-insure, participate in the Minnesota State plan, or for any other reason does not issue an RFP for health insurance for the calendar year 2003, this agreement shall be void, provided that benefits are equal to or greater than the plan as per the labor agreement dated August 1, 2000, to July 31, 2003.
7. Nothing in this Agreement is intended to diminish active employees' or retirees' benefits as per the labor agreement dated August 1, 2000 to July 31, 2003.

**LETTER OF AGREEMENT  
Day/Night Extra Board**

It is the intent of the parties to meet for the purpose of exploring the merits and problems of creating a Day/Night Extra Board.

The parties agree that this discussion shall include designated representatives from ATU Local 1005 and Metro Transit and begin no later than December 2001.

IN WITNESS WHEREOF, the respective parties have affixed their hands and seal by their fully authorized representatives on this 10th day of October, 2000.

METROPOLITAN COUNCIL/METRO TRANSIT  
Minneapolis-St. Paul, Minnesota

By JAY R. LINDGREN  
Regional Administrator

By ARTHUR T. LEAHY  
General Manager of Metro Transit

By GREGORY D. JOOS  
Manager of Labor Relations

AMALGAMATED TRANSIT UNION LOCAL 1005

By ROBERT S. ROSSMAN  
President/Business Agent

By RONALD L. LLOYD  
Vice President

By KELLIE A. MILLER  
Asst. Business Agent/Recording Secretary

By ELAINE L. MARKULA  
Financial Secretary/Treasurer