

Agreement Between
Amalgamated Transit Union Local 1005
Minneapolis and St. Paul

and

Metropolitan Council
Metro Transit division

Relating to Wages,
Hours and Working Conditions

Effective August 1, 2010 to July 31, 2012 Inclusive

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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, 2010, 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, 2010 to and including July 31, 2012 and from year to year thereafter unless changed, revised or amended as herein provided. If on July 31, 2012, 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 one hundred eighty (180) 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.

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 and other training procedures will not be deemed bargaining unit work. All training of Operators will be deemed bargaining unit work unless mutually agreed to in writing.

Agreed upon Past Practice: The following is a list of training performed in the Transportation Department by non-ATU members which the ATU Local 1005 and Metro Transit have identified as the current past practice between the parties. This is not intended to be an all inclusive list.

- Right to Know Training
- Diversity
- Random Drug Testing

Section 4. Employees required to report to the Metro Transit Doctor for a DOT recertification physical, a "fitness for duty" physical, or "return to work" physical required by the Employer will be paid two (2) hours pay at the employee's prevailing wage. This provision does not apply to physicals associated with a workers' compensation injury.

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 seven (7) days after the ATU or its members have knowledge of the facts giving rise to said grievance, in the following manner:

1st Step. Take up such grievance with the appropriate Metro Transit management representative in writing, who will answer within five (5) days in writing. First step grievances will be held at the employee's current work location. If no mutually satisfactory adjustment can be reached, then

2nd Step. Within seven (7) days the ATU shall notify the applicable department head, who will answer same in writing within seven (7) days after hearing the grievance. Discharge answers will be given in writing within five (5) days. If no mutually satisfactory adjustment can be reached, then

3rd Step. Within seven (7) days the ATU shall notify the General Manager of Metro Transit or his appointee who will answer in writing within seven (7) days after hearing same. Discharge answers will be given in writing within five (5) days. If no adjustment satisfactory to the ATU is reached within seven (7) 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.

As a pilot program restricted to the duration of this contract, mediation will be a choice, if mutually agreed upon, in place of step three (3) in the grievance procedure.

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.

Effective June 01, 2011, the parties agree to the following grievance procedure. The procedure will continue through the life of this contract unless negotiated into the successor agreement. In the event the parties are unable to reach an agreement on incorporating this

procedure or a variation thereof into the successor agreement the above process shall be reinstated.

1st Step. If the ATU wishes to initiate a grievance, it shall be reduced to writing, setting forth the nature of the grievance, the section (s) of the Agreement allegedly violated, and the relief requested, and filed with the appropriate Metro Transit representative. All grievances shall be filed within seven (7) days after the ATU or its members have knowledge of the facts giving rise to said grievance.

Within seven (7) days after receiving the written grievance, the Metro Transit representative and union representative shall arrange a meeting and attempt to resolve the grievance. First step grievances will be held at the employee's current work location. The Metro Transit representative hearing the grievance shall provide a written response within five (5) days of the meeting. If no mutually satisfactory adjustment can be reached, then the union may appeal the grievance in writing to the General Manager of Metro Transit or his appointee indicating their intent to proceed with the grievance process, within seven (7) days after the written response is given.

2nd Step. Within ten (10) days following the receipt of the written grievance appealing the first step response, the ATU will contact the General Manager of Metro Transit or his appointee to arrange a meeting in an attempt to resolve the grievance. Within ten (10) days of the second step meeting, or within such additional time as may be mutually agreed upon a written answer concerning the grievance will be provided.

If no resolution is reached, the dispute may be submitted to arbitration in accordance with Article 13 hereof, at the written request of either party to the Agreement. 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 five (5) business days after the conclusion of such meeting.

Either party may request, within seven (7) days of the second step response to pursue mediation, if mutually agreeable.

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.

Section 5. When an employee's grievance is sustained in whole, all negative narratives related to the incident, shall be removed from all records.

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.

In the event of reductions in force or other conditions that result in a surplus of Rail Operators, the following process shall apply:

Rail Operators will be displaced in reverse seniority (returned to Bus according to lowest Rail seniority). Upon an opening in light rail, they shall have recall rights, in rail seniority order, ahead of other bus operators.

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.

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, 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 (except Bus and Rail Operators) 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. Maintenance employees (except clerical) that are in their probationary period will not be able to bid/transfer unless their evaluations average good or better.

Bus and Rail Operators, who have completed less than six (6) months from their turn in date, shall be regarded as probationary employees and are not covered under the terms of this Agreement, except as to wages and working conditions. The probationary period will be extended by the timeframe equal to those scheduled work days missed. Operators will receive applicable holiday allowance pay six (6) months from date of hire, or they may elect to credit their floating holiday bank with the applicable holiday pay.

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.

Effective August 01, 2003: An employee transferring shall not continue to accumulate seniority in the old department. If said employee should not qualify within the six (6) month evaluation period and/or be medically disqualified from their current position, the employee shall be transferred back to the former classification with accumulated seniority 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.

Part-time operators and full-time operators are considered to be separate seniority lists.

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 for awarding jobs may be given to employees with temporary or permanent medical disability which precludes the employee from performing the duties of the positions within the employee's regular department.

Section 9. There shall be an agreed upon development opportunities program between Metro Transit and the ATU that shall provide ATU members with career advancement opportunities.

Metro Transit may make employee development opportunities available to bargaining unit employees. Employees who have reached two (2) years of service may volunteer to train for development opportunities in management 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 management trainee.

**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. The State Bureau of Mediation Services shall furnish a list containing the names of seven (7) persons from which the arbitrator shall be selected. Within five (5) days after receipt of such list, the parties shall alternately eliminate one name from the list until only one name remains. The arbitration hearing shall be held within forty-five (45) days from the date the arbitrator is selected.

In making such submission the issue to be arbitrated shall be clearly set forth in writing. The arbitrator's decision shall be final, binding and conclusive and shall be rendered within thirty (30) days from the date the arbitration hearing is completed.

In the event the arbitrator resigns or dies, the method used to obtain said arbitrator shall be employed to obtain a successor.

The parties shall divide the cost of the arbitrator equally.

The parties agree to meet and negotiate no later than July 01, 2011, to explore an expedited arbitration process which will include a permanent arbitration panel. If the parties mutually agree to such process, said process will be used for mutually agreed upon cases.

ARTICLE 14
FREE TRANSPORTATION

Upon presentation of a properly authorized pass, all employees shall be entitled to free transportation on all light rail or commuter rail trains and buses except Chartered, Special or Sightseeing buses or trains.

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 01, 2004, all Full-time employees will accrue 3.077 hours of sick leave on a bi-weekly basis, not to exceed 80 hours in a calendar year. Part-time employees shall accrue 50% of the Full-time accrual. Effective January 1, 2006, both Full-time and Part-time employees must have completed one year of continuous service to be eligible to use sick leave. Effective January 01, 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.

The 2003 sick leave accrual will be applied to eligible employee's sick leave bank on January 01, 2004.

Any employee reporting sick will be compensated using sick leave accruals, provided they have hours in their bank; unless Metro Transit is notified in writing within three calendar days of the occurrence.

Full-time employees may take partial sick leave pay (partial is defined as four (4) hours or more). The employer will pay for the actual time missed rounded to the nearest quarter hour for part-time operators.

Section 2. Sick leave pay shall not be allowed:

- a) For regular days off
- b) For any day on which the employee is entitled to holiday pay.

Section 3. The sick leave credits shall:

- (a) Be granted only to the extent necessary to bring the total unused sick leave available to an employee at the date of qualification to a maximum of 1,800 hours. All hours in excess of the 1,800 hour maximum accrual at the end of the calendar year will be converted to deferred compensation in the first full pay period of the subsequent year.
- (b) Be reduced 6.667 hours for full-time employees or 3.335 hours for part-time employees 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 6.667 hours (3.335 hours for PT employees) 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. Up to ten (10) days of paid Sick Leave per year may be used for qualified Family Medical Leave (FMLA) time for the care of the employee's spouse and/or parent.

Section 5. 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 6. 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 7. 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 leave available. The employee must take the sick leave days in close proximity to the date of the funeral. Effective January 30, 2006, Part-time Operators will be entitled to paid funeral leave according to these parameters.

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, employees brother-in-law, sister-in-law, son-in-law, daughter-in-law or a permanent member of the employee's household (with documentation).

Section 8. Bereavement leaves of absence may be granted up to three (3) days without pay to attend the funeral of the employee's aunts, uncles, nieces and nephews.

Section 9.

- (a) Employees hired prior to April 17, 2004: Upon retirement, 45% of the existing employee's unused sick leave balance will be paid out according to the terms of the Health Care Savings Plan.

Effective January 1, 2005, upon death, 45% of the employee's unused sick leave balance will be paid to their beneficiary.

(b) Employees hired after April 17, 2004, will be able to accrue sick leave to a maximum of 2,800 hours. All hours in excess of the 2,800 hours maximum accrual at the end of the calendar year will be converted to deferred compensation in the first full pay period of the subsequent year. Upon retirement, these employees will receive 60% of their unused, accrued sick leave balance into their Health Care Savings Plan.

Effective January 1, 2005, upon death, 60% of the employee's unused sick leave balance will be paid to their beneficiary.

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:

Number of years of Continuous and Active Service	Maximum Number Weeks of Vacation	Maximum Number of Hours of Vacation Pay at the Prevailing Rate for Applicable Classification
1	1	40
2	2	80
6	3	120
11	4	160
18	5	200
25	6	240

Section 3. Effective January 1, 2006, an employee shall have pro-rated vacation time for the year in question 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, unless for disciplinary issues. Employees absent from duty while on military service or

because of injury received while on duty shall not be disqualified from vacation by reason of such absences.

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.

Effective with 2006 vacation usage, in addition to the above options, employees who have been unable to use of their weekly vacation by December 31st will be paid up to one week on the first full pay period of the current vacation 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 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) day-at-a-time.

Bus and Rail Maintenance employees shall have the right to advise Metro Transit in writing that they elect to reserve one (1) week designated for day-at-a-time vacation to be taken in increments of four (4) hours.

The existing past practice remains in effect in each individual department.

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

- 1) Requests for time off must be made no more than ninety (90) days and no less than twenty-four (24) hours in advance or 9:00 AM the preceding day in the Transportation Division (Bus and Rail.) 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 with the first full pay period of the next year.
- 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.

Employees may elect to convert their Birthday and/or Anniversary holiday to a floating holiday(s) in lieu of taking the holiday(s) off. The employee must declare their intentions to convert these days to floating holidays prior to the annual vacation pick.

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 twenty-four (24) hours in advance or 9:00 AM the preceding day in the Transportation Division (Bus and Rail). 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 with the first full pay period of the next year.

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.

Employees who work or are on vacation on New Year's Day, Memorial Day, Independence Day, and/or Labor Day may elect to credit their floating holiday bank with eight (8) hours in lieu of receiving holiday allowance.

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. This section does not apply if the employee elects to bank their holiday allowance pay as provided for in Section 2 hereof.

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.

Section 5. Management agrees to meet with and provide a copy of the reduced service day(s) proposal to the ATU. The ATU membership will then vote on whether to allow or disallow the contract waivers needed to operate reduced service days.

Prior to the start of the first half Operator vacation pick, employees will be notified which day(s) management intends to declare as reduced service days, which day each of the legal holidays will be observed, and which departments (if any) will be closed.

Section 6. When a holiday or its observance falls on a Monday, third shift non-transportation employees will observe that holiday on the previous Sunday.

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 day;
- (b) in excess of forty (40) hours in any workweek;
- (c) on regular days off unless the employee has missed work due to a late occurrence, a no show occurrence or a request off less than twenty-four (24) hours in advance or 9:00 AM during the workweek of the regular day off, in the Transportation Division (Bus and Rail);
- (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 workweek.

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, a selection of holiday tripper work will be made available. Only nine-hour operators scheduled to work the holiday on their "short" day will be allowed to pick these trippers.
- (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. At least fifty-five percent (55%) of all runs on weekdays shall be one-piece runs and eighty percent (80%) of all runs on Saturday, Sunday and Holidays shall be one-piece runs. Should the percentage of part-time weekday Operators fall below 17% or the part-time weekend Operators falls below 3% or if the maximum peak bus count divided by the midday bus count is equal to 2.7 or greater, the minimum combined percentage of all weekly runs will revert back to 55%. All runs shall be completed within a spread of twelve (12) hours. This percentage shall include those runs worked by weekend 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 declared 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 ten (10) 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. Extra board assignments will not be altered after posted. Any errors will be addressed at the window.

- (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. Metro Transit will have a pilot program permitting Operators to break two (2) blocks. This pilot program for breaking two (2) blocks will sunset two (2) years after ratification unless there is an agreement to extend. The parties will meet within three (3) months from the end of the pilot program to discuss the continuation of the program.
 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 workweek.
 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% - 80% run rate rules described in Section 9 on page 21.
 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 workday 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 workday 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 workdays. 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 workweek 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.

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) Operators shall not exceed sixteen (16) hours of paid time, including regular and overtime hours, within a twenty-four (24) hour period, midnight to midnight.
- (b) Effective August 4, 2008, all bus operators shall have at least ten (10) 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. All Extra Board bus operators and fatigued Operators assigned to the Extra Board will be required to take out such assignments as are available. In the event an Operator is assigned a route that they have not been trained on within the last five (5) years, said Operator shall not be disciplined for matters arising from unfamiliarity with the assigned route.

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.

Effective January 1, 2006, when an Operator is assaulted and taken for medical attention the operator will continue in pay status until returned to the garage/home or a maximum of four (4) hours beyond the end of their shift, whichever is less.

Section 28. Effective January 1, 2006, each bus operator shall be paid one dollar (\$1.00) per hour, in addition to his/her regular rate, while working as a relief instructor.

Section 29. The respective rate of pay shall apply to all bus operators acting as extra dispatchers.

Section 30. 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 31.

- (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 32.

- (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 33. 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 34. 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 35.

- (a) Metro Transit shall have the right to select full-time operators for sightseeing service according to seniority among full-time operators that are qualified.
- (b) Known charter work shall be assigned to full-time 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 full-time operators for bus movements that Metro Transit does not receive compensation for such as requests from public officials or entities.
- (d) In the event there are no full-time operators available for any of the aforementioned activities, Metro Transit may assign other qualified full-time employees to the work in the following order:
 1. Full-Time Instructors/Garage Coordinators
 2. Full-Time Dispatchers*
 3. Miscellaneous Operators

* Full-Time Dispatcher must hold a valid license and D.O.T. physical card to be assigned work.

Section 36. A layover shall be provided at the end of each route. Metro Transit shall construct its schedules so that a minimum of ninety-four percent (94%) 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) In circumstances that dictate full recovery not be scheduled at the end of any trip, the combined recovery of that trip with the recovery time of the next trip shall be at least fifteen percent (15%) of the combined time of the two trips and, with the exception of short trips, be at least fourteen (14) minutes.
- (c) Does not apply to the pull-out or pull-in trips.

Management will assign OCR reports to the appropriate department within five (5) working days of their creation. Within a thirty (30) working day period, OCR reports will be resolved or an update given on the resolution status. Such unresolved OCR reports will be resolved within sixty (60) working days or a reason given which prohibits the requested resolution. Metro Transit shall provide a list, updated semi-monthly and posted at each of the five operating facilities documenting the status.

Section 37. Proper toilet facilities will be designated at or near the end of each route. In the event an operator must go off-route to use a designated toilet facility, they may do so. The employee will be required to contact the TCC via bus radio prior to leaving the assigned route and advising the TCC of the change. If the TCC does not answer by the time the employee arrives at the necessary rest stop, the employee shall call them back upon return to the bus. This does not authorize the employee to go off-route for personal errands and fast food stops. This exception is meant to be for emergency restroom use when there are no facilities available on the designated route.

Section 38. 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. Bus Operators will be required to report ten (10) minutes before all scheduled pullouts of the garage and/or all scheduled reliefs and shall be paid for such times.

Section 39. 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 40. 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 41. 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. All uniforms 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 42 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 42. 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; three (3) uniform shirts, and one (1) sweater or vest. 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) pair of shorts, and one (1) polo shirt.

On January 1, 2011, a credit will be given to each operator's account in the amount of \$300.00 per year, not to be carried forward year to year. Operators will be allowed to use \$100.00 of their account for the purchase of shoes, belts, gloves and other accessories from the uniform vendor. 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.

If an Operator loses fifty (50) or more pounds in a twelve (12) month period they become eligible for uniform replacement assistance for fifty percent (50%) of the cost for uniform items (trousers, shirts, jackets) up to a lifetime maximum of \$300.00.

Section 43. Metro Transit agrees that all required safety standards be met in the re-grooving 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.

Section 44. Effective January 1, 2009, Bus Operators will receive a shift differential of \$0.50 per hour for all time worked between the hours of 8:00 PM and 3:00 AM.

**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 workdays, 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.

Section 12. During the life of this Agreement, ATU agrees to meet and negotiate the elimination of nine (9) hour runs and the affected contract language, if so requested by Metro Transit.

PAYROLL PROCEDURES

EARNINGS TYPE	8 HOURS	9 HOURS	10 HOURS	NOTES
ADM Administrative Leave	RUN TIME	RUN TIME *	RUN TIME	* exact time for short day
FAM Family Leave Sick Pay	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
FRL Funeral Pay	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
HOF Floating Holidays	RUN TIME	RUN TIME *	RUN TIME	* 8 hours for short day
HOL Legal Holidays	RUN TIME	RUN TIME *	RUN TIME	* 8 hours for short day
HOP Anniversary/Birthday	RUN TIME	RUN TIME *	RUN TIME	* 8 hours for short day
JUY Jury Pay	FLAT 8 HOURS #	FLAT 9 HOURS * #	FLAT 10 HOURS #	* exact time for short day # minus pymt from court
MIL Military Pay	FLAT 8 HOURS #	FLAT 9 HOURS * #	FLAT 10 HOURS #	* exact time for short day # limited to 15 days/year
REC/ODA Recognition Program	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
SCK Sick Pay	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
VSD Vacation/Single Day	FLAT 8 HOURS	FLAT 9 HOURS *	FLAT 10 HOURS	* exact time for short day
VAC Vacation/Whole Week	FLAT 40 HOURS	FLAT 40 HOURS	FLAT 40 HOURS	
VET Veteran's Preference	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 have the Pick Dispatchers review the open tripper list prior to posting.

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 unless the assignment is part of a rostered combination or must be picked from a set minimum number of hours per week to be guaranteed for 30 hours per week. Part-time Operators who work two reports, five days a week Monday through Friday shall receive a premium of one-half (1/2) 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. The Operator shall not lose any spread penalty pay so long as the Operator works an alternative AM and PM rush hour stub, Monday through Friday.

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 75% of the contribution to insurance coverage for full-time employees, 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 six (6) 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. Part-time operators working exclusively on weekends and holidays will receive time and one half for all hours worked on a holiday listed above.

Section 12. Effective January 1, 2009, Part-time Operators shall be entitled to vacation pay in accordance with the following schedule, payable the first full payroll of the year, when the vacation is taken or at the end of the calendar year, if not taken.

The employee must designate a pay option choice for the following year at the time of the fall vacation pick. If no designation is made, the employee will be paid the first full payroll of the year.

Number of years of Continuous and Active Service	Maximum Number of Hours of Vacation Pay at Prevailing Rate for Applicable Classification
1	20
2	40
6	60
11	80
18	100
25	120

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

Effective with the 2007 vacation pick, Part-time operators who have completed one (1) year of continuous active service shall have the right to pick one (1) day-at-a-time vacation. At least two (2) weeks prior to the selection of vacations, part-time operators entitled to vacation time 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) day-at-a-time.

Weekday part-time operators taking vacation day-at-a-time will be paid for four (4) hours each day taken.

Weekend part-time operators vacation day-at-a-time will pay eight, nine or ten hours for each day depending on the classification of their work.

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

1. Requests for time off must be made no more than ninety (90) days and no less than 9:00 AM the preceding day. 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. Part-time operators who work weekends and holidays may elect to work weekday trippers which were not posted as part of the pick once the pick is completed. Work may be picked daily off the open work-fill sheet on a first come basis. Part-time operators may be bumped up to two (2) hours prior to plug-in time by Full-time Operators, Garage Coordinators, Instructors, Dispatchers and Miscellaneous Operators.

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 31. 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 operator's 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 – See Article 16 for provisions.

Section 23. Retired part-time operators are defined as ATU employees who have retired from Metro Transit and received a lump sum payout from MSRS or 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 hired prior to August 04, 2008, can drive intermittently and will be granted extended unpaid leaves of absence if requested. Metro Transit retired part-time operators hired after ratification will be granted extended unpaid leaves of absence up to three (3) weeks within any given calendar year. In addition, Article 15 applies.
- (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 MSRS when they are approaching the maximum amount a retiree can earn at Metro Transit for the year without jeopardizing their M.S.R.S. pension. A retired part-time operator that reaches the wage limit threshold will be granted an unpaid leave of absence until the beginning of the next calendar year.
- (f) Retired part-time operators hired after ratification must work rostered work.
- (g) Retired operators who are participating in the subsidized retiree health insurance program and are rehired will be allowed to continue their retiree health insurance upon re-retirement.

EXCEPTIONS TO ARTICLE 21- SECTION 23

- (a) There will be an evaluation period of six (6) months. (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.
- (c) On January 1, 2011, a credit will be given to each dispatcher's account in the amount of \$300 per year, not to be carried forward year to year. Dispatchers will be allowed to use \$100.00 of their allowance for the purchase of shoes, belts, gloves and other accessories.

On January 1, of each year thereafter, the employer will increase the uniform allowance equal to the Operators allowance.

Dispatchers 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 3.

- (a) Dispatchers can drive overtime during the hours of 5:00 a.m. through 9:30 a.m. and during the hours of 2:30 p.m. through 9:00 p.m. Monday through Friday excluding report time.
- (b) Dispatchers cannot be bumped off an AM piece of work after 9:00 p.m. the preceding day.
- (c) Dispatchers cannot be bumped off a PM piece of work less than two (2) hours before scheduled plug-in.

Section 4. All Dispatchers and Relief Dispatchers when instructing will receive an additional one dollar (\$1.00) per hour for every hour of instruction.

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 supervisor 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 workweek for operating garage employees shall be forty (40) hours. The regular workday shall be either eight (8) hours or ten (10) 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 or four (4) ten (10) 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 supervisor is not present through December 31, 2008. Effective January 01, 2009, there will be a mechanic technician in charge of the operating garages at all times when a supervisor is not present; the mechanic technician in charge shall receive \$0.60 per hour

- (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.

Effective August 1, 2008 through December 31, 2008:

- (a) The occupational groups are 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.

Effective January 01, 2009:

The occupational groups are to be as follows:

Group 1. Motor Builders, Motor Specialists, Transmission Overhaul Specialists, Mechanic Technicians, Engineering and Facilities Facilities Technicians.

Group 2. Skilled Helpers.

Group 3. Helpers.

Group 4. Cleaners.

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 January 01, 2005, each Mechanical Department employee, shall within their classification, pick their work schedule, including primary job description (effective 01/01/09, including mechanic technician in charge duties), hours of work, days off and vacation by seniority. If the 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 other year or more often if necessary. Vacations shall be picked yearly.

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. Effective 01/01/09, for purposes of this section only, mechanic technicians, motor specialist, transmission overhaul specialist, motor builders and Engineering and Facilities facilities technicians 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. Mechanical Department employees will receive five (5) changes of work clothes per week. Mechanical Department employees who are required to work out-of-doors where they are subjected to weather conditions, shall be furnished with a parka and other suitable protective clothing.

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 supervisor.

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) Through 12/31/2008, 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 three (3) in each classification except mechanics, where four (4) transfers will be allowed.

Beginning 01/01/09, 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 each 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 three (3) in each classification except mechanic technicians or above, where four (4) transfers will be allowed.

- (b) Through 12/31/08, Metro Transit agrees to fill vacancies and new positions created in the Mechanical Department up to the position of supervisor 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.

Effective 01/01/09, Metro Transit agrees to fill vacancies and new positions created in the Mechanical Department up to the position of supervisor according to seniority, provided the senior employee is qualified, by promotion of mechanic technicians, skilled helper to mechanic technician, 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 technician classification shall give the primary job description.
 2. Employees shall have three (3) days to make application for such vacancy after notice is posted. Employees cannot bid on a job they have successfully bid off within the preceding thirty (30) working days.
 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.

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 supervisor of their preferences for positions that may become vacant during such absence. Failure to so inform the ATU officials and the employee's supervisor 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.
- (h) Effective January 01, 2009, up to five (5) positions may be made available, determined by seniority, for bus maintenance employees enrolled in an approved two (2) year vocational heavy duty mechanic training program.

While in the program the employee may be required to perform all work in the department. The hours and location of work set up for this program will only be available to employees in this program and will be picked by seniority. A reduced daily work

schedule for work during school days may be allowed up to a maximum of four (4) hours off per day, unpaid. Overtime will be paid in accordance with provisions of Article 19.

While in the program, employees will be required to have the minimum tools required of a mechanic and shall receive the tool allowance at the mechanic rate. The first year of the program shall be paid at the Third-Year Helper rate; the second year of the program shall be paid at the Skilled Helper rate.

Bus maintenance employees are responsible for enrollment and acceptance into an accredited/approved vocational program. All tuition, fees, books and any other costs associated with the program are the sole responsibility of the employee. After successful completion of the program, employees will return to a Helper or Cleaner position and will then be eligible to bid up or fill open Mechanic/Skilled Helper positions, based on seniority. Upon placement in a full-time skilled helper/mechanic position in Bus Maintenance, the employee shall receive tuition reimbursement not to exceed \$8,000 of the actual tuition costs paid by the student.

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.
- (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. On May 1st of each year, Mechanical Department employees in the classifications listed below shall receive a tool allowance as follows:

Helper	\$120.00
Skilled Helper	\$250.00
Mechanic or above	\$400.00

This allowance shall be payable in the next pay period ending after May 1st of each year for those employees on the payroll on May 1st. Mechanical Department employees in the classifications above shall be responsible for furnishing the metric tools as established in the tool list Letter of Agreement.

Section 17. When a vacancy occurs in the mechanic technician classification it shall be filled by the mechanic technician with the most seniority bidding the job and such employee shall be given a thirty (30) working day trial period. If such employee cannot qualify for the job

within the thirty (30) working day trial period, there will be a consultation with the ATU representative.

Section 18. Mechanics in the Bus Maintenance Division are required to perform all work within the Division. Mechanics and above will be recognized for their personal efforts to attain ASE certifications in the seven relevant areas of bus maintenance: HVAC, Electrical/Electronic Systems, Diesel Engines, Brakes. Metro Transit will add the following certifications when offered by ASE: Drive Train, Suspension and Steering, and Preventative Maintenance and Inspections (expected to be available in May 2009). These mechanical employee hourly wages will be increased \$0.15 for each certification they earn. To keep current with emerging technology ASE Certified Mechanics must be re-certified based on ASE requirements. ASE certification intervals are currently at five (5) years.

Metro Transit will pay for each employee’s ASE registration fee. The fee for each certification will be reimbursed for tests successfully passed. Fees for tests that are failed will not be reimbursed.

Prior to this contract, all certification programs were in place by January 01, 2005. All certifications currently held or earned prior to the implementation of ASE certifications will be honored until the certification expires. In no case shall an employee be paid for two certifications in the same area (ASE and Metro Transit).

Cross-over between Metro Transit and ASE Certifications

Metro Transit Certification	ASE Certification	ASE Planned Implementation
HVAC	HVAC	In Place now
Electrical Computer	Electrical/Electronic Systems	In Place now
Power Train	Drive Train	In Place now
Pneumatic/Suspensions	Suspensions and Steering	In Place now
New	Diesel Engines	In Place now
New	Brakes	In Place now
New	Preventative Maintenance and Inspections	May 2009

**ARTICLE 24
ELECTRONICS REPAIR**

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

Metro Transit ATU employees will maintain 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 maintained by Metro Transit electronics technicians and/or other employees at the option of Metro Transit.

All commuter rail radio work will be performed at the discretion of management with the following exceptions:

Microwave Radio System

- Maintenance to be done by radio repair shop
- Minimal troubleshooting and removal of dish (antenna) from towers and poles may be done by subcontractor
- Ground-level components to be maintained by radio repair shop

AVL and Components (GPS) (IVLU, MDT, Wi-Port, Data Radio)

- Maintenance to be done by radio repair shop
- AVL components will be pulled by non-radio shop bargaining unit employees and sent to the radio repair shop
- Access point hardware at Big Lake periodic checks will be done remotely by radio repair shop as it is done by radio shop for bus garages now. If there is a failure, non-radio shop bargaining unit employees will do diagnostic checks of transmitter and receiver at Big Lake on site and ship to radio shop if necessary
- Programming of non-FRA regulated Wi-Port, data radio and IVLU flash card to be done by radio shop

Nothing in the Agreement prevents management from assigning other work to radio shop employees. Nothing in this Agreement requires management to assign commuter rail related work to radio shop other than work stated in this Agreement and other than future service truck mobile and non-train, non-BNSF portable radios.

Electronic Repair department employees will repair the LRV radio transceivers, radio heads and antennas for light rail. All LRV destination sign work will be completed by employees at light rail.

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

ARTICLE 25

MATERIAL MANAGEMENT DEPARTMENT

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

Section 2.

- (a) Vacancies within the Material Management Department will be posted and filled according to Article 6, Section 8 of this Agreement.
- (b) The years of service for determining department seniority shall be based upon the original date of employment for continuous service in the Material Management Department.
- (c) There shall be a separate vacation pick for the Material Management Department. The time of vacation shall be from January 1 to December 31. Employees may select vacations according to seniority within the weeks made available. The number of

employees allowed to choose their vacation during any vacation period will be posted with the pick.

Section 3. When overtime is offered in the Material Management Department it will be offered in the following manner:

1. First to employees assigned to and located at the location where the overtime is to be performed.
2. Then, if an employee at the location where the overtime is to be performed is not available, the assignment of such overtime may then be offered on the basis of classification seniority.
3. Thereafter, said overtime may be offered based on a rotating department-wide seniority list.

If overtime is offered, it will be offered to any employee regardless of their position on the overtime seniority list only when overtime is contiguous to the employee's shift in the same location.

When an employee in the Material Management 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.

Section 4. There shall be a department-wide pick on or about December 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 December 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. Except for office clerical employees, Metro Transit shall provide five (5) changes of work clothes per week and shall issue one jacket for use during working hours for employees in the Material Management Department.

ARTICLE 26

ENGINEERING AND FACILITIES

Section 1. Effective October 27, 2000, Metro Transit has established a separate Engineering and Facilities Department that includes Janitorial, Facilities Maintenance and Public Facilities 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.

Section 4. Effective following the January 2007 bi-annual pick, a minimum of one Facility Maintenance Mechanic must remain at each facility that has two (2) or more Facility Maintenance employees during any pick or bump.

Section 5. Rail Facilities

All Mechanic or Facilities Technicians who transfer to Engineering and Facilities Rail Operations will be committed to remain in the Rail Operations for at least one (1) year of full-time continuous service. A maximum of thirty-three percent (33%) or two (2) people (whichever is greater) of the Facilities staff will be allowed to transfer out of the Engineering and Facilities Rail Operations positions into Bus Maintenance during the biennial pick.

Section 6. Janitorial and Maintenance activities for rail, including stations, will be performed by Janitorial, Facility Maintenance and Public Facility Maintenance staff. These positions will receive work direction from the facilities technician, foreperson or a supervisor. Public Facilities job activities traditionally performed by Facility Maintenance (electrical, painting, carpentry, etc.) may continue to be performed by Facility Maintenance. Activities such as HVAC, glass panels, power washing, landscaping, snow removal, etc., may be done by either Facility Maintenance or Public Facility Maintenance.

Section 7. Janitorial staff with rail duties will be required to move from station to station and will have a specified start and finish time at a designated facility and will not be considered floaters unless specified. Some janitorial staff will not be required to move from station to station as a part of their picked job.

All Janitorial staff (except positions located at the Hiawatha LRT O&M facility) and employees hired after July 1, 2002 will be required to have a valid Class D driver's license.

Section 8. Engineering and Facilities will have seven (7) certifications based on the existing programs. To keep current with emerging technology, Facilities Technicians may be required to recertify every three (3) years.

ARTICLE 27

OFFICE AND CLERICAL EMPLOYEES

Section 1. The regular workweek 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 workweek 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 workweek 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 and qualifications to fill vacancies and promotions to positions in Departments other than in the Service Development Department.

(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 \$20.00 automobile allowance per day to data collectors providing verification that they did use an automobile. 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 one dollar (\$1.00) 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 twenty-one (21) days before a pick starts. Picking will be completed fourteen (14) days prior to the effective date of the pick. Picking will be done as expeditiously as possible: once notified it is their turn to pick, employees have one hour in which to make a choice. If it appears that an employee is unable to be present to make a choice, then a minimum of five (5) choices must be left with the employee's supervisor.

Employees who fail to pick within an 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 supervisor, after consultation with the ATU. Work picked by a supervisor will be as close as possible to an employee's existing work.

Section 6.

Vacation (week at a time and day at a time), floating holidays and recognition time once granted may not be revoked.

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 Transit 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 outside the department must meet qualifications for that position.

ARTICLE 31 COURT RELATED DUTIES

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 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. 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.

APPEARANCES ARISING OUT OF METRO TRANSIT EMPLOYMENT

Employees attending court, inquests, etc., under instructions from Metro Transit or by subpoena in a matter relating to their position shall be paid for all time lost at their respective rates of pay provided appropriate documentation is provided by the employee. All employees 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.

ARTICLE 32

JOB CLASSIFICATION AND WAGE RATES

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

Department & Job	Wage Class
TRANSPORTATION DEPARTMENT	
Clerk Stenographer (Trn. & Dev.)	14
Operator	41
General Dispatcher	49*
Pick Dispatcher	53*
Markup Dispatcher	53*
Relief Markup Dispatcher	52*
Lead Instructor	66
Instructor	64
Instruction Administrator	51
Garage Secretary	14
Garage Coordinator	66
MECHANICAL DEPARTMENT	
Maintenance Clerk	14
Clerk-Stenographer Maintenance	14
Motor Builder	58
Motor Specialist	57
Transmission Overhaul Specialist	57
Mechanic Technician	55*

Lead Senior Electronic Revenue Equipment Technician	58
Revenue Equip Electronic Technician	55
Lead Revenue Equipment Maintainer	58*
Revenue Equipment Maintainer	55*
Clerk, Electronic Revenue Equipment	14
Skilled Helper	45
Helper – 3rd year	22
Helper – 2nd year	21
Helper – 1st year	20
Cleaning Foreperson	49
Cleaner – 3rd year	13
Cleaner – 2nd year	12
Cleaner – 1st year	10
E&F Div. Admin. Clerk	14
ENGINEERING & FACILITIES DEPARTMENT	
Licensed Lead Electrician	92
Licensed Master Electrician	87
Licensed Journeyman Electrician	87
Licensed Maintenance Electrician	75
Facilities Technician – Chief Engineer’s License Required	58
Facilities Technician	55
Apprentice/Electrician	55*
Skilled Helper	45
Foreperson, Facilities Maintenance	60
Foreperson, Facility Systems Maintenance	72
Public Facilities Worker	22
Helper – 3rd year	22
Helper – 2nd year	21
Helper – 1st year	20
Lead Janitor	16
Janitor	11
INFORMATION SERVICES DEPARTMENT	
Clerical Assistant	14
Human Resources Information Clerk	14
Transit Information Clerk Floater	14
TRANSIT INFORMATION DEPARTMENT	
Typesetter	49
Senior Transit Information Representative	14
Transit Information Representative (Full-time and Part-time)	14
Transit Stores Rep. Cashier	17 **
SERVICE DEVELOPMENT DEPARTMENT	
Bus Stop Coordinator	56
Data Collector	14
Lead Schedule Maker	65
Schedule Maker I	19

Schedule Maker II	41
Schedule Maker III	51
Clerk-Typist	14
Service Development Administrator	17
PURCHASING & MATERIAL MANAGEMENT DEPARTMENT	
Clerk-Typist Purchasing	14
Coordinator Material Management	54
Garage Stockroom Coordinator	54
Material Handler Printer Helper	36
Receiving Clerk	48
Head Stockkeeper	48
Lead Stockkeeper	46
Stockkeeper	42
Equipment Operator	39
Material Handler	36
Senior Printer	49
Printer	33
Clerk-Steno Material Management	14
Clerk-Steno Purchasing	14
FINANCE DEPARTMENT	
Clerk	3
Timekeeper Instructor	43
Clerk Floater - Accounting	17
Revenue Clerk	14
Revenue Balancing Clerk	17
Balancing Clerk	14
Passenger Sampling Clerk	17
Treasury Clerk	17
Accounts Payable – Cost Clerk	24
Accounting Clerk	17
Accounting Clerk – Machine Operator	17
Statistical Accountant	17
Clerk Typist – Statistical	17
A/R Accountant/Contracts	35
Asset Management Clerk	17
Sales Operations Representative	17
Credit/Collections Analysis Rep	20
Sr. Sales Operations Clerk	26
Transit Stores Rep. Cashier	17 **
Lead Transit Stores Cashier	20
FINANCE DEPARTMENT – PAYROLL - MT	
Payroll Specialist – MT	21
Senior Payroll Specialist - MT (with less than two (2) years as Payroll Specialist)	26
After six (6) months in position, provided employee has at least three (3)	35

years in department	
After six (6) months in position, provided employee has at least four and one-half (4-1/2) years in department	43
After six (6) months in position, provided employee has at least seven (7) years in department	54
REVENUE SECURITY SECTION	
Vault Puller/Register Reader	12
Money Counter	12
Lead Money Counter	17
Back-up Lead Money Counter	17 ***
CUSTOMER RELATIONS DEPARTMENT	
Customer Service Representative	17
ELECTRONICS REPAIR DEPARTMENT	
Electronics Repair Technician	60
Senior Electronics Repair Technician	65
LIGHT RAIL MAINTENANCE	
Foreperson Electro Mechanic Technician	66*
Electro Mechanical Technician	61*
LRT Helper	22
Electronic Overhaul Technician	66*
Foreperson Track	55
Track Maintainer	49
Track Maintainer – Trainee	45
Track Laborer	41
Rail Operations Clerk	14
LIGHT RAIL SYSTEMS MAINTENANCE	
Foreperson Traction Power	92
Traction Power Maintainer	87
Traction Power Apprentice	55*
Foreperson SCADA/Sig/Comm	65
SCADA/Sig/Comm Technician	60
LIGHT RAIL TRANSPORTATION	
Train Operator	41
Rail Dispatcher	53*
Rail Instructor	64
COMMUTER RAIL DEPARTMENT	
Maintenance Clerk	14
Mechanic, Commuter Rail	61
Foreperson, Commuter Rail Mechanic	66
Skilled Helper, Commuter Rail	49
Cleaner - 1 st Year, Commuter Rail	10
Cleaner - 2 nd Year, Commuter Rail	12
Cleaner - 3 rd Year, Commuter Rail	13
Electronic Technician, Commuter Rail	60

* Effective January 01, 2009.

** Refer to Transit stores letter of Agreement.

*** Back-up Lead Money Counter is paid as Wage Class 17 when working as the Lead Money Counter.

WAGE RATES

August 1, 2010 through July 31, 2012

Top wage rates for all wage classes will be frozen for the life of this contract, August 01, 2010 through July 31, 2012.

WAGE RATES

Wage Class	% of WC 41	Actual Rate	Wage Class	% of WC 41	Actual Rate	Wage Class	% of WC 41	Actual Rate
1	67.2	16.25	31	96.9	23.44	61	111.0	26.85
2	71.6	17.31	32	97.2	23.51	62	112.0	27.09
3	72.1	17.44	33	97.4	23.55	63	113.0	27.33
4	73.2	17.71	34	97.5	23.59	64	114.0	27.57
5	74.4	17.99	35	97.6	23.62	65	115.0	27.82
6	75.6	18.28	36	98.0	23.70	66	116.0	28.06
7	81.4	19.68	37	98.0	23.70	67	117.0	28.30
8	82.1	19.85	38	98.6	23.86	68	117.9	28.53
9	83.6	20.23	39	99.0	23.95	69	119.0	28.78
10	85.3	20.63	40	99.5	24.06	70	120.0	29.02
11	85.4	20.67	41	100.0	24.19	71	121.0	29.27
12	85.7	20.74	42	100.2	24.23	72	122.0	29.50
13	86.2	20.85	43	100.5	24.30	73	123.0	29.75
14	87.8	21.23	44	100.7	24.37	74	123.9	29.98
15	87.8	21.25	45	101.0	24.43	75	125.0	30.24
16	89.1	21.56	46	101.2	24.49	76	126.0	30.48
17	89.7	21.71	47	102.2	24.72	77	127.0	30.72
18	91.1	22.04	48	102.6	24.81	78	128.0	30.96
19	91.9	22.22	49	103.5	25.04	79	129.0	31.20
20	92.2	22.31	50	104.0	25.15	80	130.0	31.45
21	92.9	22.47	51	104.1	25.18	81	131.0	31.69
22	93.5	22.62	52	104.5	25.29	82	132.0	31.93
23	93.8	22.69	53	105.3	25.47	83	132.9	32.16
24	94.0	22.73	54	105.8	25.59	84	134.0	32.41
25	94.9	22.95	55	106.0	25.64	85	135.0	32.65
26	95.6	23.13	56	106.8	25.83	86	136.0	32.90
27	96.0	23.22	57	107.0	25.88	87	137.0	33.13
28	96.4	23.31	58	108.0	26.12	92	142.0	34.35
29	96.4	23.31	59	108.4	26.22			
30	96.6	23.37	60	109.8	26.56			

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

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, 3 and 5, 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:

Length of Employment	Applicable Paid Rate
First 12 months	70 %
Second 12 months	80 %
Third 12 months	90 %
Thereafter	100%

Section 2. Full-time and Part-time Bus Operators hired on/or after April 17, 2004 shall follow the progression listed below:

Length of Employment	Applicable Paid Rate
First 12 months	70%
Second 12 months	75%
Third 12 months	80%
Fourth 12 months	85%
Fifth 12 months	90%
Sixth 12 months	95%
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. Effective July 01, 2010, the operators’ hiring progression shall start one month after the date of hire. Effective January 01, 2012, if an operator transfers to a position in another department, the employee’s hiring progression date will be adjusted to reflect their most recent date of hire.

Section 5. Employees newly hired as Facilities Technicians after December 02, 2009, 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:

Length of Employment	Applicable Paid Rate
First 12 months	85 %
Second 12 months	90 %
Third 12 months	95 %
Thereafter	100%

ARTICLE 35

GROUP INSURANCE

Section 1(a). Active Employees. 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: Part-time employees
- Group 4: 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.

Section 1(b). Retirees. All employees must meet the following criteria to be eligible for retiree medical benefits:

- (a) be hired prior to April 17, 2004;
- (b) have a minimum of three (3) years consecutive full-time employment during the years immediately prior to retirement;
- (c) be at least 55 years of age; and
- (d) be eligible to receive an annuity.

In addition, employees hired after October 25, 2000, 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.

No other employees who retire will be eligible for retiree medical benefits.

Listed below are the Groups of Retirees:

- Group 5: Retired full-time employees under 65 years of age
- Group 6: Dependents of retired full-time employees under 65 years of age
- Group 7: Retired full-time employees over 65 years of age
- Group 8: Dependents of retired full-time employees over 65 years of age

Part-time Employees

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: \$15,000 effective January 1, 2006.

With five (5) years but less than ten (10) years of service: \$20,000 effective January 1, 2006.

With ten (10) or more years of service: \$25,000 effective January 1, 2006.

Groups 5 and 7: Retiring on or after February 1, 1973 but prior to May 1, 1979: \$1,500

Retiring on or after May 1, 1979 but before May 1, 1981: \$2,000. Retiring on or after May 1, 1981, but before December 31, 2005: \$3,000. Retiring after December 31, 2005: \$5,000.

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 3: With three (3) or more months of service but with less than five (5) years of service: \$7,500 effective January 1, 2006.

With five (5) years but less than ten (10) years of service: \$10,000 effective January 1, 2006.

With ten (10) or more years of service: \$12,500 effective January 1, 2006.

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

Premiums will be waived for employees prior to age 60 who are determined by the insurance carrier to be totally and permanently disabled. Such employees will be eligible to receive \$2,500 of the face amount of basic life benefits in twenty-five (25) monthly installments of \$100 each. The balance of the basic life benefit will be maintained until the qualified employee becomes eligible for the reduced retiree life benefit.

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 \$150,000.00 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.

Plan A - Retiree Health Care

(Available only to employees who retired on/or before May 17, 2004.)

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

Plan B - Open Access - Active Employee/Retiree Health Care:

(Employees who retired on/or before May 17, 2004 may choose to enroll in Plan A or Plan B.)

Health Service	Network	Out of Network
Lifetime Maximum	Unlimited	\$1,000,000
Calendar Year Deductible	No Deductible	\$300 per person; \$900 per family
Annual Out-of-Pocket maximum	\$1000 per person; \$2000 per family	\$1500 per person; \$4500 per family
Preventive Health Care	100% Coverage	No Coverage

Health Service	Network	Out of Network
Office Visits • Physical & Occupational Therapy • Mental Health • Chemical Health	\$10 Co-payment	70% Coverage after deductible (40 days/calendar year) (130 hours/calendar year)
Inpatient Care • Illness & Injury • Mental Health • Chemical Health (365 days per confinement)	100% Coverage	70% Coverage after deductible (30 days/calendar year) (73 days/calendar year)
Outpatient Care	100% Coverage	70% Coverage after deductible
Emergency Care • Urgent care center • Hospital ER • Ambulance	\$10 Co-payment \$50 Co-payment 80% Coverage	80% of first \$2500 then 100% coverage 80% after deductible
MRI – CT Scan	80% Coverage	70% after deductible
Prescription Drugs *	\$12 Co-payment, Retail 30 day supply \$24 Co-payment, Mail Order 90 day supply	70% after deductible 30 day supply
Home Health Care	100% coverage (120 visits/calendar year)	70% after deductible (60 visits/calendar year)
Durable Medical Equipment	80% Coverage	70% after deductible
Preventive Dental Care	100% Coverage	No Coverage

* Prescription drug coverage: Up to a 30-day supply; or one vial or box of insulin cartridges; or 1 cycle of oral contraceptives.

Plan C - HRA/VEBA Trust - Active Employees

This is an optional plan made available to employees of the Metropolitan Council. Attached to this contract are the current plan provisions of Plan C. These benefits will remain unchanged for the duration of this contract.

For 2009, should the Council following discussions with all unions choose to make changes to the plan, which the union finds unacceptable, the union may opt out of Plan C.

An employee cannot be enrolled in any Metropolitan Council health plan as both an employee and dependent.

Section 5 (a). Health Election and Contribution – Active Employees

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

Metropolitan Council contributions to health insurance premiums will be as follows for Full-time Active Employees:

	Open Access (Plan B)		Empower HRA (Plan C)		Distinctions Plan (Plan D)	
	Single	Family	Single	Family	Single	Family
2010	\$717.39	\$1,444.43	\$518.38	\$1,125.19	\$653.21	\$1,369.98
2011	\$791.41	\$1,634.62	\$593.55	\$1,313.20	\$747.93	\$1,606.90
2012	\$850.52	\$1,852.54	\$664.61	\$1,499.91	\$831.37	\$1,842.07
Annual HRA Contribution			\$1,000.00	\$2,000.00		

Effective April 1, 2006, the Metropolitan Council contribution amount for Part-time Employees Health Care Premiums, single or family coverage, will be 75% of the contribution paid for full-time employees.

Metropolitan Council contributions to health insurance premiums will be as follows for Part-time Active Employees:

	Open Access (Plan B)		Empower HRA (Plan C)		Distinctions Plan (Plan D)	
	Single	Family	Single	Family	Single	Family
2010	\$538.05	\$1,083.33	\$376.36	\$843.89	\$489.91	\$1,027.48
2011	\$593.56	\$1,225.97	\$445.16	\$984.90	\$560.94	\$1,205.18
2012	\$637.89	\$1,389.41	\$498.46	\$1,124.94	\$623.53	\$1,381.55
Annual HRA Contribution			\$1,000.00	\$2,000.00		

The employee's share of the health insurance premium will be deducted on a pre-tax basis.

Section 5(b). VEBA Trust (Voluntary Employee Benefit Association)

I. Establishment of VEBA with Health Reimbursement Arrangement

Effective January 1, 2006, the Metropolitan Council shall make available a VEBA Trust to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in section 4 of this article. It is intended that this trust constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Employees who contribute to an FSA (Flex Spending Account) and the VEBA Trust will have the option to choose which account eligible health expenses are reimbursed from first.

The VEBA Trust year will begin January 1st of each year and end on December 31st of each year.

II. Payment of Administrative Fees

1. All administrative fees associated with the VEBA Trust accounts for active employees will be paid by the Metropolitan Council.
2. All administrative fees for retired employees that are MSRS eligible will be paid by the Metropolitan Council or the escrow account (see # VII).
3. Administrative fees associated with the VEBA Trust accounts for employees who opt out, are terminated or resign from employment will be paid from their individual account.

III. Interest and Earnings

Individual interest and earnings will be applied to each individual account, on a semi-annual basis, based on account balances. If this approach causes a failure to pass the IRS required discrimination testing, interest and earnings will be allocated on a per capita basis.

IV. Employer Contributions to the VEBA Trust with Health Reimbursement Arrangement

The Employer will make an annual contribution available on the first day in January of each year. Employee VEBA accounts will be credited no later than January 10th of each year.

Employees that become eligible at other times during the year as written in Article 35 Section 4 (Plan C) shall have their VEBA accounts credited within 10 days of enrollment.

All contributions on behalf of a VEBA Trust participant shall cease on December 31st of the last year in which the participant is covered under the high deductible health plan.

All contributions on behalf of a VEBA Trust participant shall cease on December 31st of the year in which the employee retires. Retired members may use their VEBA Trust accounts to pay eligible health care expenses after retirement but will not receive further contributions.

V. High Deductible Health Plan

The Metropolitan Council shall make available an optional high deductible plan referenced in Article 35 Section 4 (Plan C), to all qualified bargaining unit members.

In the event that the deductible provided for in the high deductible health plan is increased, the Metropolitan Council's contribution on behalf of VEBA Trust participants shall increase no less than the dollar amount equal to the increase in the deductible.

VI. Alternative Group Health Plan

Metropolitan Council shall also make available the group plan described in Article 35 Section 4 (Plan B) to employees who do not elect coverage provided for under the high deductible health plan.

Qualified bargaining unit members who elect coverage under Plan B shall not be entitled to receive Metropolitan Council's contribution to the VEBA Trust.

If a participant changes coverage from the high deductible plan to Plan B, all contributions on behalf of a VEBA Trust participant shall cease, however the balances in the account can still be used for eligible expenses.

VII. IRS Dependents

If a qualified bargaining unit member dies and a balance remains in the member's health reimbursement arrangement account, then:

- (1) The member's spouse may continue to use the member's account to reimburse qualified health expenses.
- (2) The member's eligible dependents under the health reimbursement arrangement may continue to use the member's account to reimburse qualified health expenses.

If a balance remains in a member's account after a member's death, death of the member's spouse (if married), and there are no other eligible dependents under the health reimbursement arrangement, the credits will be forfeited. The excess amounts in the VEBA trust due to such forfeitures will be used to pay the administrative fees for the retirees of the HRA (Plan C).

Section 5(c). Plan A Retiree Health Insurance Contributions

The Metropolitan Council will contribute 66 2/3* of the total Plan A premium costs (Single or Family) for retiree health insurance.

*With the exception that employees (a) retired with 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 following manner:

Single: 100% of total premium costs.

Family: The Metropolitan Council will contribute no less than the percentages paid in 2005 for the Health Insurance premium costs of Plan A.

Section 5(d). Plan B Retiree Health Insurance Contributions

Metropolitan Council contributions for retirees in Plan B are as follows:

Less than age 65 with Disability Retirement or with 30 years of service and age 60 to 65.

Plan B – Retired after 05/17/2004			Employer Contribution		
Plan	Type	Description	2010	2011	2012
Open Access	Single	No Medicare	717.39	791.41	850.51
	Family	No Medicare	1,444.43	1,634.62	1,852.54
Distinctions	Single	No Medicare	653.21	747.93	831.38
	Family	No Medicare	1,369.99	1,606.90	1,842.07
Freedom Plan	Single	One entitled to Medicare	395.58	355.70	371.71
	Family	Two entitled to Medicare	636.88	569.12	594.73
Open Access & Freedom Plan combined	Ret+Sps	One entitled to Medicare; one not	895.94	941.69	1,049.78
	Family	One entitled to Medicare; two or more not	1,185.46	1,271.13	1,426.99
	Family	Two entitled to Medicare; one not	1,214.38	1,226.25	1,347.14
	Family	Two entitled to Medicare; two or more not	1,503.90	1,555.69	1,724.35
Distinctions & Freedom Plan combined	Ret+Sps	One entitled to Medicare; one not	841.77	882.90	982.47
	Family	One entitled to Medicare; two or more not	1,105.09	1,182.86	1,325.91
	Family	Two entitled to Medicare; one not	1,158.94	1,167.46	1,279.83
	Family	Two entitled to Medicare; two or more not	1,421.82	1,467.42	1,623.28
Major Medical	Single	Single	669.87	762.23	872.76
	Family	Retiree + one	1,339.79	1,524.53	1,745.58
	Family	Retiree + two	1,665.36	1,894.99	2,169.77
	Family	Retiree + 3 or more	2,455.11	2,793.65	3,198.73

These contributions apply until the first of the month when such employee attains age sixty-five (65).

Metropolitan Council contributions for all other eligible retirees (as defined in Article 35 Section 1 (b)) and for the retirees eligible above beginning the first of the month of attainment of age 65 are as follows:

Early/Normal (As defined in Article 35 Section 1(b))

Plan B – Retired after 05/17/2004			Employer Contribution		
Plan	Type	Description	2010	2011	2012
Open Access	Single	No Medicare	538.04	616.06	705.39
	Family	No Medicare	1,300.00	1,479.33	1,693.83
Distinctions	Single	No Medicare	489.90	560.95	642.28
	Family	No Medicare	1,178.87	1,346.98	1,542.29
Freedom Plan	Single	One entitled to Medicare	276.91	248.99	260.19
	Family	Two entitled to Medicare	573.20	512.21	535.26
Open Access & Freedom Plan combined	Ret+Sps	One entitled to Medicare; one not	806.35	847.52	944.80
	Family	One entitled to Medicare; two or more not	1,066.91	1,144.02	1,284.29
	Family	Two entitled to Medicare; one not	1,092.94	1,103.62	1,212.43
	Family	Two entitled to Medicare; two or more not	1,353.51	1,400.12	1,551.92
Distinctions & Freedom Plan combined	Ret+Sps	One entitled to Medicare; one not	757.60	794.61	884.22
	Family	One entitled to Medicare; two or more not	994.57	1,064.57	1,193.33
	Family	Two entitled to Medicare; one not	1,043.04	1,050.72	1,151.85
	Family	Two entitled to Medicare; two or more not	1,279.63	1,320.67	1,460.95
Major Medical	Single	Single	468.91	686.01	785.48
	Family	Retiree + one	1,205.81	1,372.08	1,571.03
	Family	Retiree + two	1,498.82	1,705.49	1,952.79
	Family	Retiree + 3 or more	2,209.60	2,514.28	2,878.85

Contract vendor will determine network (facilities and service providers).

The employee's share of the health insurance premium will be deducted 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:

Dental Services	Network- Level 1	Network- Level 2	Out-of-Network Care
Annual Maximum	\$2,000	\$1,500	\$1,000
Preventive/Diagnostic	100%	100%	100%
Sealants	100%	100%	100%
Deductible	\$0	\$10	\$25
		3 per family	3 per family
Basic Services			
Fillings	100%	100%	80%
Periodontics	100%	100%	80%
Endodontics	100%	100%	80%
Oral Surgery	100%	100%	80%
Special Services			
Crowns/Onlays	80%	80%	50%
Prosthetics	80%	80%	50%
Orthodontics	50% to \$2,000	50% up to \$1,500	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.

Contribution for dental insurance premium by the Metropolitan Council will be as follows:

Metropolitan Council Contributions	Dental		
Group	2010	2011	2012
FT active single	42.34	44.28	47.38
FT active family	80.83	87.49	95.71
PT active single (75% full-time)	31.76	33.21	35.54
PT active family (75% full-time)	60.62	65.62	71.78

Effective January 1, 2006 Metropolitan Council contribution amount for Part-time Employees, single or family coverage, will be 75% of the contribution paid for full time employees.

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.

Section 9. Metro Transit and the ATU will formulate a joint health insurance committee, through a letter of agreement by July 01, 2004.

Section 10. Effective January 1, 2004, the employer will establish a Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS) with pre-tax employee contributions to be used to offset employee and/or eligible dependent medical expenses upon termination of employment from Metro Transit. Individual accounts will be set up with MSRS for all eligible employees.

Effective September 06, 2008, employees will contribute pre-tax dollars based on years of service with the employer on the following basis:

Years of Service	Contribution Amount
Less than five (5) years of service	.10 per hour paid
Five (5) years, but less than ten (10) years of service	.20 per hour paid
Ten plus (10+) years of service	.25 per hour paid

Deductions shall be made each pay period and remitted promptly to MSRS in a manner satisfactory to MSRS.

Effective January 1, 2004 any sick leave payments due upon retirement under terms of Article 16 Section 9, limited to unused sick leave balances plus 50% of the employer FICA savings, shall be placed into the employee's individual Health Care Savings Account on the following basis:

- Retirements effective from January 1, 2004 through July 31, 2010 – One hundred percent (100%) of any payment due under Article 16, Section 9 will be contributed into the employee’s Health Care Savings Plan account.
- Retirements effective from August 01, 2010 through July 31, 2017 – Seventy-five percent (75%) of any payment due per Article 16, Section 9 will be contributed into the employee’s Health Care Savings Plan account. The remaining balance will be paid to the employee.
- Retirements effective August 01, 2017 – Fifty percent (50%) of any payment due under Article 16, Section 9 will be contributed into the employee’s Health Care Savings Plan account. The remaining balance will be paid to the employee.

MSRS must approve the plan design prior to implementation.

Section 11. Effective March 2, 2006, through July 31, 2017, upon retirement all earned, unused vacation pay, plus 50% of the employer FICA savings, shall be placed into the employee’s individual Health Care Savings Account.

Section 12. Effective March 1, 2006, Metro Transit will reimburse employees the difference between the cost of regular prescription lenses and safety prescription lenses. This reimbursement will be available only to employees who are determined by Safety to be required to wear safety lenses and/or glasses. In order to receive this reimbursement, employees will be required to provide an original receipt that clearly identifies the difference in the cost between safety lenses and the regular prescription lenses. The amount of this reimbursement will not exceed \$60 for single vision or \$80 for multi-vision on an annual basis.

Section 13. The parties agree that in the event the union offered to its members a voluntary benefits program, the employer will allow payroll deductions for the union sponsored vendor

program. The employer and union will meet and confer to discuss the timing and implementation of such payroll deductions, to be in effect no later than January 01, 2012. The employer agrees to provide access, on a biannual basis, to its properties on a pre-arranged basis to the vendor for the purposes of informing the employees of the programs. The parties agree the employer's only obligation with regard to the voluntary benefit program/vendor is to process deductions and allow biannual, prearranged access to its properties. The employer limits its obligations to these items.

**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
SAFETY SHOES**

Metro Transit shall provide reimbursement for one (1) pair of safety shoes, which meet division requirements. These must be worn by all employees in Material Management, Engineering and Facilities, Bus, LRT, and Commuter Rail Maintenance Departments, Janitors, Money Counters, Vault Pullers, Revenue Equipment Maintainers/Technicians and LRT Train Operators. Reimbursement for worn shoes, up to a total cost of \$120.00, shall be made upon presentation of the old pair of shoes and the original receipt to the employee's supervisor.

This Article does not apply to Office/Clerical employees.

**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.

Full-time operator recognition program will pay sixteen (16) hours per year and part-time operators program will pay eight (8) hours per year effective with the 2006 recognition

program. Effective January 1, 2007, the operator recognition program will be awarded semi-annually. The ATU and employer agree to meet and negotiate implementation.

ARTICLE 39

PERSONAL PROPERTY LOSS BENEFIT

- A. Employees shall be reimbursed for loss of certain personal property due to armed robbery, assault, or theft, excluding mysterious disappearance, under the following conditions:
 - 1. The armed robbery, theft, or assault occurs while the employee is at work; and,
 - 2. The property was in the personal possession of the employee at the time of the theft or robbery or, in the case of Bus Operators, the property was on the bus and was not left unattended, except when the Operator was required to leave the driver’s area to attend to official Metro Transit duties; and,
 - 3. The employee makes a robbery, theft, or assault report to the Metro Transit Police Department; and
 - 4. The employee files a claim with Metro Transit and provides receipted bills to substantiate that replacements have been purchased or repairs made.

- B. The items covered by this agreement and the maximum values to be reimbursed are:

<u>ITEM</u>	<u>MAXIMUM VALUE</u>
Watch	\$50
Uniform clothing	replacement
Wallet	\$50
Bag	\$50
Purse	\$50
Driver’s license	replacement
Employee ID	replacement

ARTICLE 40

INSTRUCTION CENTER

Section 1. Full-time Instructors on an availability basis must fill garage level instruction work. If no full-time garage level Instructors are available then work will be offered to the garage level Relief Instructors. Garage Managers will make training assignments for Relief Instructors working in cooperation with the Garage Coordinator. If declined, these training assignments shall be considered a pass. No more than two passes shall be allowed. Upon the third pass, a Relief Instructor shall be removed from the Relief Instructor list.

A Relief Instructor 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.

Section 2. For all Full-time and Relief Instructors, instruction work will be defined as work associated with Metro Transit, including but not limited to, new part-time and full-time Operators, route training for new hires, new pick, safety ride checks and ride checks, Transit

Ambassador, remedial, CDL training and examiner and equipment tied to the functionality of the bus.

Section 3.

- A. A semi-annual pick will be conducted for all full-time instructors, based on seniority, for known weekend assignments determined by management. The first pick will cover the first half of the calendar year. The second pick will cover the second half of the calendar year. The picks will be posted no later than December 10th for the first half and no later than June 10th for the second half. The vacation pick will be held prior to the weekend assignment pick.

Each full-time instructor will be required to pick two (2), four (4) weekend assignments each year. These four (4) weekend assignments will be blocked reflecting known upcoming weekend work. If working weekend assignments, you must change your days off to align with Instruction Center training needs. You cannot pick weekends on your picked week(s) of vacation or vice versa.

For open or unforeseen weekend assignment blocks or days, management will give as much notice as possible. In the event adequate notice of an open weekend assignment, or portion of same, is not possible, overtime may be offered to cover the work, first to full-time Instructors then to Relief Instructors, by seniority within each group. Adequate notice will be considered to be no later than 9:00 a.m. the preceding day. If there are no volunteers, the least senior full-time Instructor known to be available will be assigned the aforementioned weekend assignment.

If no training is needed for the picked weekend assignment or if the weekend assignment takes less than four (4) weeks to complete, the full-time Instructor will work their normal weekday assignment.

- B. A semi-annual pick will be conducted for all relief Instructors, based upon seniority, for known weekend assignments determined by management. The first pick will cover the first half of the calendar year. The second pick will cover the second half of the calendar year. The picks will be posted no later than December 10th for the first half and no later than June 10th for the second half.

Notwithstanding the semi-annual pick, the Relief Instructor will be required to pick one four (4) weekend assignment per year. This four (4) weekend assignment will be blocked reflecting known upcoming Instruction Center training. This weekend work will comprise two (2) of the five (5) days of work for the week. You cannot pick weekends on your picked week(s) of vacation or vice versa.

If no training is needed for the picked weekend assignment or if the assignment takes less than four (4) weeks to complete, the relief instructor will work their normal assignment.

These revisions supersede all LOA's relating to Instruction Center weekend work assignments.

Section 4. Effective March 1, 2006, Spread Penalty for Instructors will be paid as follows:

1. If an Instructor is training an employee who is classified as working a 9 or 10 hour split shift, the Instructor will be paid spread penalty pay after the twelfth (12th) hour.
2. If an Instruction Center assignment is split, the Instructor will be paid a premium of one-half (1/2) time for all time on duty in excess of ten and one-half (10 ½) consecutive hours.

**ARTICLE 41
LIGHT RAIL**

Section 1. Except as otherwise noted in Articles 41, 42, and 43 all provisions of the Collective Bargaining Agreement and/or Letters of Agreement between ATU and Metro Transit apply equally to rail employees.

Section 2. A “crossover position” is a position that works on light rail premises but does not accrue rail seniority. The following positions are crossover positions:

<u>Engineering and Facilities</u>	<u>Department Seniority</u>
Master Electrician	Bus Maintenance
Licensed Electrician	Bus Maintenance
Apprentice Electrician	Bus Maintenance
Facilities Technician	Bus Maintenance
Skilled Helper	Bus Maintenance
Lead Janitor	Janitors
Janitor	Janitors
<u>Other</u>	
Revenue Equipment Maintainer	Bus Maintenance
Electronic Revenue Repair Technician	Bus Maintenance
Electronic Repair Technician (radio repair)	Electronic Repair Department
Stockkeeper	Finance
Head Stockkeeper	Finance
Data Collector	Service Development
Rail Clerk	Maintenance
Dispatcher	Bus Transportation

Section 3. Only trained and certified bargaining unit maintenance personnel or Light Rail Vehicle Operators shall operate vehicles.

Section 4. Seniority

Effective January 30, 2006 and going forward, seniority will be based upon the effective date of appointment to a Rail position.

Section 5. Fare Inspection

In the event Metro Transit decides to employ fare inspectors who are not Metro Transit police officers or trainees, such positions will be in the ATU bargaining unit.

ARTICLE 42

LIGHT RAIL OPERATIONS

Section 1. There shall be no part-time operators hired in Light Rail Operations. However, during the negotiations of the collective bargaining agreement effective 2018 or later the company may bring the issue to the negotiating table.

The operators assigned to rail will not be counted towards the totals in Article 21, Section 2 of the Collective Bargaining Agreement.

Section 2. LRT Training and Evaluation

All Rail Operators shall receive no less than the Regular Operator's rate of pay while in training. However, time spent on homework shall be done on the employee's own time.

An Operator must satisfactorily complete the training established by Metro Transit, which includes the Rule Book test. When a Light Rail Operator has been trained and has picked a rail run, the Operator must pass an evaluation period of six (6) months. An Operator who does not successfully complete training or who does not perform satisfactorily during the evaluation period shall be returned to the Bus Transportation division on the extra board, without loss of seniority.

If the Operator returns to part-time work, they will return to their prior garage. The Operator will be allowed to pick or be assigned work (rostered / non-rostered) consistent with what they held prior to transfer to rail. The new work may be outside of work that was posted for part-time Operators at the garage, at the time of the pick. This exception only applies to part-time Operators returning from rail.

Operators who return to the Bus Transportation Division for failure to complete training or who did not satisfactorily perform during the evaluation period cannot apply for the Rail Operator position for two (2) years from the date that Operator returned to the Bus Transportation Division.

Section 3. Maintaining Bus Qualifications

All Rail Operators must maintain their Commercial Driver's License with a passenger endorsement.

Section 4. When an operator is required to be re-certified by Metro Transit, classroom re-certification will be completed within the hours of 6:00 a.m. to 6:00 p.m. All other re-certification will be conducted during the operator's regular work assignment.

Section 5. All Operators who transfer to Rail Operations and successfully complete training will be committed to remain in the Rail Division for at least one (1) year of continuous revenue service in order to be eligible to pick back as a Bus Operator. On an annual basis, a maximum of six (6) or twenty percent (20%), whichever is less, of eligible Rail Operators will be allowed to transfer out of the Rail Division into Bus Transportation, based on seniority, during any system pick in the year.

At any system pick, operators at rail shall be given the opportunity to return to the bus operations department. To facilitate this, rail operations will receive their pick documents and conduct their pick one week prior to the date that bus operations will pick. At the time that a rail operator makes their choice, they will decide to either pick rail work or return to bus operations. Once rail operations is notified that an operator is choosing to return to bus operations, bus operations will be notified so they can contact the operator when it is their turn to pick during the bus operations pick.

Rail Operators picking back to Bus Operations will be able to pick work based on their Bus Operator seniority, either full-time, declared intent to go full-time, or part-time.

Any Operator transferring out of the Light Rail Transportation Division shall forfeit all Rail Transportation Department seniority, unless due to a downsize in personnel requirements in the Rail Transportation Division.

Section 6. Returning to Rail Operator Positions

Rail Operators who bid out of the Rail Division to Bus Transportation and subsequently wish to return to the Rail Division must reapply.

Section 7. The Light Rail Division shall maintain an Extra Board. The number on the Board shall be determined by Metro Transit. The methods of assigning the Extra Board will be agreed to between Metro Transit and the ATU. Operators on the Extra Board will be expected to carry out any duties involved in the operation of Light Rail vehicles during the time they are on duty. Examples of these duties could include making up multiple units, breaking units, spotting units in the yard, and operating units through the wash rack.

Section 8. Run Construction

Metro Transit may have only eight (8) hour runs. No regular run shall pay less than eight (8) hours per day. No run shall call for more than eight (8) hours and forty-five (45) minutes of platform time.

Or

Metro Transit may have a mix of eight (8) hour runs and ten (10) hour runs. Ten (10) hour runs cannot comprise more than thirty- four percent of all rail work. Ten (10) hour runs may be constructed using a range of platform hours from eight (8) hours and forty-six (46) minutes to ten (10) hours and thirty (30) minutes.

Section 9. A rail Relief Instructor list will be developed within Rail Transportation. This list will be separate from the bus Relief Instructor list. The list will be developed from qualified Train Operators.

Relief Instructor status is not transferable between Bus and Rail. If a Relief Instructor/Train Operator transfers to bus operations, their Relief Instructor status will not transfer with them. The same applies to a Relief Instructor/Bus Operator transferring to Rail Transportation.

Section 10. Rail Reliefs

All Rail Operators will begin and end their day at the Operations and Maintenance Building. Rail reliefs may be scheduled at the Franklin Avenue Station. All operators making such reliefs and/or being relieved shall be paid five (5) minutes travel time to and/or from the Operations and Maintenance Building. Travel time shall be built into the schedules.

Section 11. Plug-In

Effective with the March 2006 pick, Rail Operators will be required to report fifteen (15) minutes before their LRV is scheduled to pull-out of the garage and shall be paid for such time. If an operator is required to work a relief, the Operator will be paid twelve (12) minutes.

Section 12. Rail Operators holding dual seniority shall be given the option of returning to Bus Operations should the Rail Operator violate rail exclusive work rules resulting in disqualification from the Light Rail Division.

Section 13. Rail Operator Transfer List

When needed Metro Transit will post for additional Rail Operators. These new Rail Operators will be listed by Bus Transportation seniority at the bottom of the original Rail Operator's list, which does not expire. This process will begin on June 01, 2006 or sooner if the current list expires or is exhausted. The employer will determine how many of the Operators on the top of the list will be trained. All Rail Operators will be promoted from the top of the Rail Operator Transfer List.

Future Rail Operators will only be permitted to decline a permanent Rail Operator position twice. Operators who decline the permanent Rail Operator position the third time will be removed from the Operator Transfer List and may not reapply for a Rail Operator position for two (2) years. Once appointed to a permanent Rail Operator position, seniority for Rail Operators shall be based on continuous service from date of appointment.

Section 14. Rail Dispatch

All Bus/Rail Dispatchers will be taken from one Dispatcher list. LRT Dispatchers will be required to make a one-year commitment to LRT. LRT Dispatchers may choose to pick back to Bus, during a Dispatcher pick, after their one-year commitment has been met.

Section 15.

- (a) Rail operators shall not exceed sixteen (16) hours of paid time, including regular and overtime hours, within a twenty-four (24) hour period, midnight to midnight.
- (b) Effective August 4, 2008, all rail operators shall have at least ten (10) hours off between any night work and any A.M. assignments unless agreeable to them.

ARTICLE 43
LIGHT RAIL MAINTENANCE

Section 1.

When a vacancy occurs within the Rail Maintenance Department it will be filled through a bidding process. First by seniority within each classification (Forepersons will not be considered a separate classification for bidding on vacant positions within their group), second by qualified employees outside that classification by seniority.

Groups are defined as:

1. Foreperson Electro-Mechanical Technician, Electro-Mechanical Technician, Paint and Body Technician.
2. Foreperson Traction Power, Traction Power Maintainer.
3. Foreperson SCADA/Signal/Communications, SCADA/Signal/Communications Technician.
4. Foreperson Track, Track Maintainer.
5. LRT Helper

Such transfers shall be held to three (3) in each classification except Electro-Mechanics, where four (4) transfers will be allowed.

When a vacancy occurs:

- (a) Employees shall have three (3) days to make application for such vacancy after notice is posted. Employees cannot bid on a job they have successfully bid off within the preceding thirty (30) working days.
- (b) Because the filling of a posted vacancy may result in subsequent vacancies in the same or lower classifications, the procedures outlined in 1 above will be repeated until qualified employees for all such vacancies have been selected.
- (c) Metro Transit shall post notice of such vacancy within three (3) days after such vacancy occurs. Such notice for the classification shall give the primary job description.

Within three (3) days after the application period for each posting has closed, Metro Transit will make the change effective.

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 supervisor of their preferences for positions that may become vacant during such absence. Failure to so inform the ATU officials and the employee's supervisor 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.

Vacant Foreperson positions will be filled by seniority of qualified candidates after interview.

Section 2. Seniority

Prior to start-up (before revenue service begins): There will be one seniority list in the Rail Maintenance Department effective immediately. For the initial group (employees that transferred into Light Rail prior to April 1, 2003) Rail Maintenance seniority will begin upon the transfer date into Light Rail based on current bus maintenance seniority. See exception.

** Thereafter seniority will be based on the transfer date into rail.

For the purpose of vacation selection and the annual internal rail pick, Bus Maintenance employees hired prior to August 1, 2002 who transfer to Rail Maintenance shall be placed in a seniority position higher than those employees that were hired directly into Light Rail from outside.

**Per agreement passed at the November 25, 2002 AM and PM membership meeting.

Upon start-up (when revenue service begins): After revenue service begins (June 26, 2004) all rail maintenance seniority will begin from time of transfer or hire into Rail Maintenance.

Section 3.

- a) Each Rail Division 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. Vacations shall be picked yearly.

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) There will be a separate annual pick within each classification. All shifts will be picked by Rail Maintenance seniority. Classification seniority will not be a factor.

Foreperson Electro-Mechanical
Electro-Mechanical Technician
Paint and Body Technician
Foreperson Traction Power
Traction Power Maintainer
Foreperson SCADA/Signals/Communications
SCADA/Signal/Communications Technician
Foreperson Track

Track Maintainer
LRT Helper

Section 4. Working Foreperson

The duties of the Working Foreperson include responsibilities to exercise judgment in directing employees, assigning work, reporting to management concerning situations warranting disciplinary action, cooperating, participating in (including testifying) disciplinary proceedings on behalf of management and assessing and enforcing employee compliance with Metro Transit rules, regulations and work standards. If Metro Transit determines that any employee is failing to exercise such responsibility, disciplinary action up to and including demotion or discharge may be imposed.

All Forepersons are “Working Forepersons” and as such will be required to perform all duties within the skill area for which they are responsible.

Section 5. Failure to Meet Standards

When an employee fails to meet the training standards or fails to pass the one hundred twenty (120) scheduled workday evaluation period they shall be reassigned to Bus Maintenance, if eligible. The employee shall be returned to their former classification and a shift no worse than their seniority provides. This temporary assignment shall not exceed thirty (30) workdays. The employee may bid on any open shift during this time period. At the end of the thirty (30) day period the employee shall be placed in a vacant position of their choice. If there are no vacant positions the employee shall be placed in a temporary position of greatest need and then will be placed in the next vacant position. The employer shall offer to meet and confer with the ATU prior to such placement.

Section 6. Department Time Commitment

Employees who transfer to Rail Maintenance positions will commit to Rail Maintenance for at least two (2) years of service following successful completion of training. LRT Helpers will have a one-year commitment.

Transferring to Bus Maintenance

Rail Maintenance employees that have previously worked in the Bus Maintenance Division may elect to be included in the biennial Bus Maintenance pick. Employees must give notice of their intention to transfer out at least thirty (30) days prior to the first person picking. The senior employee electing to move to bus must pick an equivalent classification for which they are qualified.

Two (2) transfers each biennial pick for the following groups:

- LRT Helper
- Electro Mechanic

Section 7.

(a) The regular workweek for rail facility employees shall be forty (40) hours. The regular workday shall be either eight (8) hours or ten (10) 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 or four (4) ten (10) hour days. There shall be three (3) shifts 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 rail facility 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 19 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 Working Foreperson or acting Working Foreperson in charge of the operating facility at all times. The light rail working foreperson will receive top pay regardless of the employee's step progression status while performing these duties.

Section 8.

Overtime in rail vehicle and systems maintenance will be rotated by seniority within the classification among those employees who elect to make themselves available for overtime work, as follows:

- (a) Vehicle Maintenance - Electro Mechanic Foreperson, Electro Mechanic Technician,
- (b) Rail Systems – Foreperson and Maintainer will be considered as one classification
- (c) Employees declining to work overtime will make known their wishes in writing and will be removed from the Overtime List.
- (d) Employees may have their name added or removed from the Overtime List at any time by notifying the supervisor in writing.

Section 9.

When Metro Transit reduces the number of employees in the Rail Maintenance Division, it shall be done in accordance with Rail Maintenance seniority.

Section 10.

The time of vacation shall be from January 1 to December 31, with seniority rights applying in each department. Employees may select vacations according to seniority within the weeks made available. No less than one (1) employee per job title within each group shall be allowed to choose their vacation during any vacation period.

Section 11.

- (a) When an employee in the rail maintenance division 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 rail maintenance division 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 12.

Whenever employees who normally do inside work in the Rail Maintenance Division 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 Rail Maintenance Division. Replacement of worn out gloves will be made upon presentation of the old pair to the employee's foreperson.

Section 13.

- (a) Employees in the rail maintenance division shall be allowed five (5) minutes at the end of each working day for putting away tools and washing up.
- (b) Rest periods of ten (10) minutes each shall be provided for employees in the rail maintenance division, 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. Employees will be allowed to combine the two ten (10) minute breaks into one twenty (20) minute lunch period.
- (c) Employees in the rail maintenance division shall be allowed five (5) minutes each working day for clean-up immediately before the lunch break.

Section 14.

Rail Vehicle Maintenance Department employees will receive five (5) changes of work clothes per week. Electro-Mechanic Technician and LRT Helpers assigned to the rail facility shall have one parka issued for use during working hours.

Section 15.

All Traction Power, Signal & Communication, and Track Department employees shall be required to wear standard uniforms. Metro Transit will provide an initial uniform issue of seven (7) trousers and fourteen (14) shirts, any combination of short sleeve, long sleeve and hi-visibility summer polo shirts.

On January 1, of each year thereafter, employees will receive a credit of \$300 for uniforms, not to be carried forward year to year.

Section 16.

Travel time of thirty (30) minutes will be paid to employees of the Rail Maintenance Department when assigned to jobs at a location away from their regular worksite and are not being paid their regular shift pay. 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 17. Tool Allowance

On May 1st of each year, all Rail Maintenance Department employees in the helper classification or above shall receive a tool allowance. Effective May 1, 2009, employees in the following classifications shall receive a tool allowance as follows:

LRT Helper / Track Department	\$120.00
Technicians and Above	\$400.00

This allowance will be payable May 10th of each year for those employees on the payroll on May 1st.

Section 18. Metro Transit Light Rail management will agree to develop a certification program for the Light Rail Vehicle Mechanics with a targeted implementation date of January 01, 2012 and will be effective no later than April 01, 2012.

**ARTICLE 44
COMMUTER RAIL**

Section 1. Except as otherwise noted in Articles 44 and 45, all provisions of the Collective Bargaining Agreement and/or Letters of Agreement between ATU and Metro Transit apply equally to commuter rail employees.

Section 2. A “crossover position” is a position that works on commuter rail premises but does not accrue rail seniority. The following positions are crossover positions:

<u>Position</u>	<u>Department Seniority</u>
Facilities Technician	Bus Maintenance
Facilities Electricians (all positions)	Bus Maintenance
Foreperson, Facilities Maintenance	Bus Maintenance
Public Facilities Worker	Bus Maintenance
Janitor	Janitorial
Lead Janitor	Janitorial
Maintenance Clerk	Bus Maintenance
Head Stockkeeper	Finance
Stockkeeper	Finance
Revenue Equipment Maintainer	Bus Maintenance
Revenue Equipment Repair Technician	Bus Maintenance
Data Collector	Service Development

The following initial positions hired through November 2011 (internally or externally) for Commuter Rail will not be subject to the Hiring Progression of Article 34:

- 3 Forepersons Commuter Rail
- 12 Mechanics Commuter Rail
- 2 Track Maintainers
- 2 Electronic Technicians Commuter Rail
- 2 Facilities Technicians

- 1 Skilled Helper Commuter Rail
- 6 Cleaners

ARTCILE 45

COMMUTER RAIL MAINTENANCE

Section 1. When a vacancy occurs within the Commuter Rail Maintenance Department it will be filled through a bidding process. First by seniority within each classification (Foreperson will not be considered a separate classification for bidding on vacant positions within their group), second by qualified employees outside that classification by seniority.

Groups are defined as:

1. Foreperson Commuter Rail, Mechanic Commuter Rail
2. Electronic Technician Commuter Rail
3. Skilled Helper Commuter Rail
4. Cleaner Commuter Rail

When a vacancy occurs:

- (a) Metro Transit shall post notice of such vacancy within three (3) days after vacancy occurs. Such notices for the classification shall give the primary job description.
- (b) Employees shall have three (3) days to make application for such vacancy after notices is posted. Employees cannot bid on a job they have successfully bid off within the preceding thirty (30) working days.
- (c) Because the filling of a posted vacancy may result in subsequent vacancies in the same or lower classifications, the procedures outlined 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.

No over time will be paid to makeup 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 supervisor of their preference for positions that may become vacant during such absence. Failure to inform the ATU officials and the employee's supervisor 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 assigned to fill the vacancy.

Vacant Foreperson positions will be filled by seniority of qualified candidate after interview.

Section 2. Commuter Rail Training and Evaluation

As a requirement to transfer to Commuter Rail Maintenance, employees shall be required to meet the standards of the Transfer Policy (dated July 2, 1987) and pass the required testing to qualify for the respective classification. Qualification testing will determine aptitude for

successful completion of training programs. After qualification testing, a classification training list containing the names of qualified candidates will be established. Preference will be given in the following order for qualified candidates; Bus & Light Rail Maintenance employees by maintenance seniority, all other Metro Transit employees by ATU seniority. Metro Transit will train employees for classifications from these lists. All current Metro Transit employees are eligible to apply regardless of length of service, through November 2011.

Section 3. Seniority

Commuter Rail mechanical seniority will be based upon Metro Transit bus maintenance, light rail maintenance seniority or date of hire to Commuter Rail.

Commuter Rail mechanical employees with prior mechanical seniority shall retain and accrue seniority in the maintenance departments in which the employee has previously worked. New employees hired directly into commuter rail or those without prior bus maintenance seniority shall be allowed to apply for open bus maintenance positions, and if qualified and accepted, shall transfer their commuter rail seniority to bus maintenance seniority.

Any previous Commuter Rail employee shall have to reapply to return to Commuter Rail, unless due to a reduction of employees in Commuter Rail.

Section 4.

(a) Each Commuter Rail Division 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. Vacations shall be picked yearly, on or about January 1st.

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) There will be a separate annual pick within each classification. All shifts will be picked by Commuter Rail maintenance seniority. Classification seniority will not be a factor.

- Foreperson, Commuter Rail
- Mechanic, Commuter Rail
- Electronic Technician, Commuter Rail
- Cleaner, Commuter Rail

Section 5. Working Foreperson

The duties of the Working Foreperson include responsibility to exercise judgment in directing employees, assigning work, reporting to management concerning situations warranting disciplinary action, cooperating, participating in (including testifying) disciplinary proceedings on behalf of management and assessing and enforcing employee compliance with Metro Transit rules, regulations and work standards. If Metro Transit determines that any employee is failing to exercise such responsibility, disciplinary action up to and including demotion or discharge may be imposed.

All forepersons are “Working Forepersons” and as such will be required to perform all duties within the skill area for which they are responsible.

Section 6. Failure to Meet Standards

When an employee fails to meet the training standards or fails to pass the one-hundred twenty (120) scheduled workday evaluation period (after successful completion of training) they shall be reassigned to Light Rail or Bus Maintenance, if eligible. The employee shall be returned to their former classification and a shift no worse than seniority provides. This temporary assignment shall not exceed thirty (30) workdays. The employee may bid on any open shift during this time period. At the end of the thirty (30) day period, the employee shall be placed in a vacant position of their choice. If there are no vacant positions, the employee shall be placed in a temporary position of greatest need and then will be placed in the next vacant position. The employer shall offer to meet and confer with the ATU prior to such placement. The evaluation period may be extended by mutual agreement of Metro Transit and the ATU.

Section 7. Department Time Commitment

Employees who transfer to Commuter Rail Maintenance positions will commit to Commuter Rail Maintenance for at least two (2) years. Commuter Rail Cleaners will have a one-year time commitment. All positions requiring a time commitment will receive full pay through November 2011. Employees who transfer out of these initial positions will revert to the job wage progression rates applicable to the position transferred into.

Section 8. Transferring to Light Rail or Bus Maintenance

Commuter Rail Maintenance employees that have previously worked in the Light Rail or Bus Maintenance Divisions and have completed their time commitment to Commuter Rail Maintenance may elect to be included in a pick in Bus Maintenance or Light Rail biennially, based on the Bus Maintenance pick schedule. Employees must give notice of their intention to transfer out at least thirty days prior to the pick. The senior employee electing to move to Light Rail or Bus must pick an equivalent classification for which they are qualified.

Section 9.

- (a) The regular workweek for commuter rail facility employees shall be forty (40) hours. The regular workday shall be either eight (8) hours or ten (10) 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 or four (4) ten (10) hour days. There shall be three (3) shifts 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 commuter rail maintenance facility to be on duty every day in the year. Therefore, no overtime will be paid to employees for working on Sunday and legal holidays as such, except as provided in Article 19 of the 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 Working Foreperson or acting Working Foreperson in charge of the operating facility at all times.

Section 10.

1. Employees in the commuter rail maintenance division shall be allowed five (5) minutes at the end of each working day for putting away tools and washing up.
2. Rest period of ten (10) minutes each shall be provided for employees in the commuter rail maintenance division, 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.
3. Employees in the commuter rail maintenance division shall be allowed five (5) minutes each working day for clean-up immediately before the lunch break.

Section 11. Overtime

Overtime in the Commuter Rail Division will be rotated according to shift seniority within the job description and classification needed to perform the work.

1. Commuter Rail Maintenance – Foreperson Commuter Rail, Mechanic Commuter Rail
2. Employees declining to work overtime will make known their wishes in writing and will be removed from the Overtime List.
3. Employees may have their name added or removed from the Overtime List at any time by notifying the supervisor in writing.

When an employee in the commuter rail maintenance division is required to remain on the job after having completed a regular work 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.

When an employee in the commuter rail maintenance division 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 12. Layoff and Recall

Commuter Rail Maintenance employees affected by a reduction in force shall be allowed to bump into Light Rail Maintenance or Bus Maintenance based upon their seniority and qualifications. When an opening in Commuter Rail Maintenance becomes available, employees on lay-off shall have recall rights ahead of other employees.

When Metro Transit reduces the number of employees in the Commuter Rail Maintenance Division, it shall be done by job classification in accordance with Commuter Rail seniority.

Section 13. Vacation

The time of vacation shall be from January 1 to December 31, with seniority rights applying in each department. Employees may select vacations according to seniority within the weeks made available. No less than one (1) employee per job title within each group shall be allowed to choose their vacation during any vacation period.

Section 14. Clothing

Commuter Rail Maintenance employees, other than clerical employees, will receive (5) changes of work clothes per week. Mechanics, Skilled Helpers, Cleaners and Electronic Technicians will be furnished suitable winter outerwear in accordance with the practice now established by Metro Transit for use during working hours.

Section 15. Tool Allowance

On May 1st of each year, all Commuter Rail Maintenance department employees in the Skilled Helper classification or above shall receive a tool allowance as follows:

Skilled Helper Commuter Rail	\$250.00
Mechanic/Technician and above	\$400.00

This allowance will be payable in the next pay period ending after May 1st of each year for those employees on the payroll on May 1st.

Section 16.

Commuter Rail department employees who are qualified will be required to do any and all work related to the maintenance and repair of Commuter Rail rolling stock, equipment and/or components whose functionality, maintenance standards or intervals are regulated by the Federal Railroad Administration.

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. These employees shall not be required to declare if they desire to stay in their current Transit Stores Finance Position.

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;

For departments without ten (10) hour days, both the Amalgamated Transit Union and Metro Transit shall meet during the life of this 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 accepted by the employees of the affected department or group.

LETTER OF AGREEMENT

Health Insurance

ATU and the Metropolitan Council may form a joint (multi-union) Labor Management Committee on Health Care Design and Costs. This committee shall look at all aspects of health care. If the committee recommends any changes; the changes must be brought to the ATU Executive Board for approval; if approved by the Executive Board, it must be brought to the ATU membership for approval. If at any time the proposed changes are not approved by a majority of the ATU votes cast, the changes cannot be made.

LETTER OF AGREEMENT

Posting for Full-time Operators

Management will post to establish a seniority pool of part-time Operators desiring to go full-time every six (6) months. This will allow all part-time Operators and those Rail Operators who carry dual seniority on the PT Operator seniority list interested in becoming full-time to

declare their interest. This pool of interested part-time Operators will be maintained indefinitely in seniority order. If a part-time Operator or Rail Operator desires to be removed from the pool they must notify management in writing. Management will fill vacant full-time Operator positions using the established seniority pool of interested part-time Operators. Rail Operators who carry dual seniority on the PT Operator seniority list must indicate their desire to become a full-time Operator when called for a full-time Operator position in order to be slotted in the full-time seniority roster. A copy of the seniority pool will be posted on the 3 / 4 day board with a copy available for review with the Garage Manager and/or the ATU Office.

LETTER OF AGREEMENT

Official Clock

Effective January 31, 2006, the Smartcom clock will be considered the “official clock” when it is working. Employees will still be required to wear a watch and use it in case the Smartcom clock is not working.

LETTER OF AGREEMENT – Run Time Committee

Metro Transit will create a Run Time Committee which will include Bus Operators familiar with the route(s) being considered. ATU will select the Bus Operators for the committee. The run time committee will begin with the September 2011 pick.

LETTER OF AGREEMENT

Return to Work after Disability Retirement

An employee, who is receiving an MSRS Disability Pension and is physically able, may return to Metro Transit under the following conditions:

- He/She may return to the position they originally vacated with frozen seniority.
- The employee may also apply for any open position for which they are qualified. In this case, they will be considered an internal candidate with frozen seniority.
- If the employee was eligible for Retiree Health Insurance when they went out on Disability Retirement, they will remain eligible for this benefit.
- The employee’s vacation accrual date will reflect actual service time.
- If an employee’s last position prior to being disqualified was one that allowed for dual seniority and the employee returns to such position, dual seniority will be restored.

LETTER OF AGREEMENT – Customer Relations

Customer Service Representatives assigned to train new employees in the Customer Relations Department (not including restricted duty personnel) will receive an additional one dollar (\$1.00) per hour for every hour of instruction effective October 06, 2008.

LETTER OF AGREEMENT – Payroll

The Letter of Agreement is made and entered into by the Metropolitan Council and ATU, Local 1005 to resolve the issues regarding the implementation of the February 22, 2008 arbitration award.

Whereas the Metropolitan Council reorganized its payroll operation and process;

NOW THEREFORE, it is hereby agreed:

1. This agreement shall become effective upon the ratification of the successor agreement to the 8/1/08-7/31/10 collective bargaining agreement between ATU and the Metropolitan Council/Metro Transit.
2. The Employer will create the classifications of Payroll Specialist-MT and Senior Payroll Specialist-MT and place them in the ATU contract and bargaining unit.

The parties agree that based on the above facts, the following job classifications and wage rates are rendered obsolete and will be removed from Article 32:

FINANCE DEPARTMENT	
Assistant to Payroll Supervisor	26
Upon completion of two (2) years of service in department	43
Senior Payroll Clerk (to qualify for job, Employee must have served two (2) years as timekeeper)	26
After six (6) months in position, provided employee has at least three (3) years in department	35
After six (6) months in position, provided employee has at least four and one half (4-1/2) years in department	43
Timekeeper – Computer Operator	17*
Mechanical & Students Payroll Clerk	17*
Confidential Payroll Clerk	17*
Payroll Clerk – Computer Operator	17*
Clerk Floater - Payroll	17*

And, the following new job classifications and wage rates will be included in Article 32 of the contract under the subheading – Payroll Department – MT:

FINANCE DEPARTMENT – PAYROLL - MT	
Payroll Specialist – MT	21
Senior Payroll Specialist - MT (with less than two (2) years as Payroll Specialist)	26
After six (6) months in position, provided employee has at least three (3) years in department	35
After six (6) months in position, provided employee has at least four and one-half (4-1/2) years in department	43
After six (6) months in position, provided employee has at least seven (7) years in department	54

3. Employees in the new classifications and wage classes shall earn increases per the ATU contract. None of the employees currently in these positions will suffer a loss in pay with the movement to the new wage structure.
4. Employees in the new classifications will perform Council-wide payroll functions, including Metro Transit payroll functions

5. Notwithstanding the arbitration award affirming that Metro Transit payroll is ATU bargaining unit work and must be completed by ATU bargaining unit employees, Council-wide payroll functions shall not be considered ATU bargaining unit work.
6. Holidays for the ATU employees in these classifications shall be modified to include the following:
 - New Years Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day
 - Two (2) Floating Holidays
7. Both parties agree there are issues concerning other benefits, such as accrued sick leave and recognition time, which will be resolved. Failure to reach a mutually agreeable resolution shall constitute a grievable event.

IN WITNESS WHEREOF, the respective parties have affixed their hands and seal by their fully authorized representatives on this 20th day of May, 2011.

METROPOLITAN COUNCIL/METRO TRANSIT

Minneapolis-St. Paul, Minnesota

By PATRICK P. BORN
Regional Administrator

By BRIAN J.LAMB
General Manager – Metro Transit

By SANDI S. BLAESER
Assistant Director of HR – Employee Relations

By MARCIA M. KEOWN
Labor Relations Specialist

AMALGAMATED TRANSIT UNION LOCAL 1005

By MICHELLE R. SOMMERS
President/Business Agent

By DOROTHY M. MAKI
Vice President

By DANIEL S. ABRAMOWICZ
Asst. Business Agent/Recording Secretary

By TOMMY L. BELLFIELD, Sr.
Financial Secretary/Treasurer

Attachment – Non-negotiable, for illustrative purposes only.

Plan C (HRA/VEBA Trust)-Active Employees:

Health Service	In Network	Out of Network
Lifetime Maximum	\$2,000,000	
Calendar Year Deductible	\$1000.00 per person \$2000.00 per family	\$2000.00 per person \$4000.00 per family
Employer HRA/VEBA Trust Contribution	\$1000.00 per person \$2000.00 per family	
Annual Out-of-Pocket Max	\$2500.00 per person \$5000.00 per family	\$5000.00 per person \$10000.00 per family
Preventive Health Care <ul style="list-style-type: none"> Routine physical, eye exam & well-child care Prenatal & postnatal care Allergy injections Immunizations 	100% Coverage 100% Coverage 100% Coverage 100% Coverage	70% after Deductible 70% after Deductible 80% after Deductible 70% after Deductible
Office Visits <ul style="list-style-type: none"> Illness or injury Chiropractic care Behavioral health care 	80% after Deductible 80% after Deductible 80% after Deductible	70% after Deductible 70% after Deductible 70% after Deductible
Inpatient Hospital Care <ul style="list-style-type: none"> Illness or injury Behavioral health care Chemical health 	80% after Deductible 80% after Deductible 80% after Deductible	70% after Deductible 70% after Deductible 70% after Deductible
Outpatient Care <ul style="list-style-type: none"> Scheduled outpatient care 	80% Coverage	70% after Deductible
Diagnostics <ul style="list-style-type: none"> MRI/CT Scans 	80% after Deductible	70% after Deductible
Emergency Care <ul style="list-style-type: none"> Urgently needed care at an urgent care clinic or medical center Emergency care at a hospital Emergency Room Ambulance 	80% after Deductible 80% after Deductible 80% after Deductible	80% after Deductible 80% after Deductible 80% after Deductible
Prescription Drugs <ul style="list-style-type: none"> Retail Pharmacy(up to a 30-day supply; formulary) Formulary Mail Order(up to a 90 day supply) 	80% after Deductible 80% after Deductible	70% after Deductible 70% after Deductible
Dental Care <ul style="list-style-type: none"> Accidental Dental Preventive care 	80% after Deductible 100% Coverage	70% after Deductible 100% Coverage
Home Health Care	80% after Deductible (120 visits/calendar year)	70% after Deductible (60 visits/calendar year)
Durable Medical Equipment	80% after Deductible	70% after Deductible

Prescription drug coverage: Up to a 30-day supply; or one vial or box of insulin cartridges; or 1 cycle of oral contraceptives.

Attachment – Non-negotiable, for illustrative purposes only.

Optional Plan D	Distinctions III			
Covered Service				
	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Out-of Network</i>
Lifetime maximum	Unlimited			\$1,000,000
Calendar year deductible	\$200 per person; \$400 per family			\$300 per person; \$900 per family
Annual medical out-of-pocket maximum	\$1,000 per person; \$2,000 per family			\$3,000 per person; \$5,000 per family
Preventive Health Care				
Routine physical, eye examinations & well-child care	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	No Coverage
Prenatal & postnatal care	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	70% after Deductible
Immunizations	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	No Coverage
Office Visits				
Illness or injury/ chiropractic care	\$15 Copayment (no deductible)	\$25 Copayment (no deductible)	\$35 Copayment (no deductible)	70% after Deductible
Behavioral health care	\$15 Copayment (no deductible)	\$15 Copayment (no deductible)	\$15 Copayment (no deductible)	70% after Deductible
Allergy injections	100% Coverage (no deductible)	100% Coverage (no deductible)	100% Coverage (no deductible)	70% after Deductible
Inpatient Hospital Care				
Illness or injury	\$100 Copayment after deductible	\$250 Copayment after deductible	\$500 Copayment after deductible	70% after Deductible
Behavioral health care	\$100 Copayment after deductible	\$250 Copayment after deductible	\$500 Copayment after deductible	70% after Deductible
Durable Medical Equipment				
Illness or injury	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible
Home Health Care				
Illness or injury	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	70% after Deductible
Outpatient Care				
Scheduled outpatient procedures	\$30 Copayment after deductible	\$40 Copayment after deductible	\$70 Copayment after deductible	70% after Deductible
Diagnostics				
MRI / CT Scans	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible
Emergency Care				
Urgent Care Center	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	\$25 Copayment (no deductible)	70% after Deductible
Emergency care at a hospital ER	\$75 Copayment (no deductible)	\$75 Copayment (no deductible)	\$75 Copayment (no deductible)	70% after Deductible
Ambulance	80% after Deductible	80% after Deductible	80% after Deductible	70% after Deductible
Prescription Drugs				
Retail pharmacy (up to a 30-day supply; generic formulary)	\$8 Copayment (no deductible)	\$8 Copayment (no deductible)	\$8 Copayment (no deductible)	70% after Deductible
Retail pharmacy (up to a 30-day supply; brand name formulary)	\$18 Copayment (no deductible)	\$18 Copayment (no deductible)	\$18 Copayment (no deductible)	70% after Deductible
Formulary Mail order (up to a 90-day supply) generic formulary	\$16 Copayment (no deductible)	\$16 Copayment (no deductible)	\$16 Copayment (no deductible)	70% after Deductible
Formulary Mail order (up to a 90-day supply) brand formulary	\$36 Copayment (no deductible)	\$36 Copayment (no deductible)	\$36 Copayment (no deductible)	70% after Deductible