

**GBTA & ATU-1336 COLLECTIVE BARGAINING AGREEMENT  
COVERING PERIOD OF MAY 1, 2003 – JUNE 30, 2007**

**ARTICLE 1**

**Purpose of the Agreement**

The parties recognize that the Authority has been created and funded by the nation, the state and the communities comprising the Authority. It will be the primary obligation of the Authority and its employees to so improve mass transportation services as to materially contribute to the economic growth, prosperity and health of the people living, working or visiting in the area serviced by the Authority.

The parties recognize that there are federal and state laws to protect the bargaining unit (hereinafter defined) employees of the Authority from economic adversity. The principle of equitable pay for the work performed is a fundamental purpose of this Agreement.

The Authority appreciates the need of its bargaining unit employees (hereinafter defined) to be paid equitably, not only in relation to other employment in the area but also in relation to similar employment serving the transit need in other Connecticut urban communities. The parties are aware of the fact that to achieve this equity, public acceptance and use of the Authority's transit service must grow. This can only be accomplished through continuous improvement in the services we provide.

To assure the continued operation and improvement of bus service in the Greater Bridgeport area, the Authority and the Union agree that wages, hours of employment and other conditions of employment by the Authority for all members of the Authority's bargaining unit shall be in accordance with the provisions of this Agreement.

**ARTICLE 2**

**Term**

This Agreement shall become effective May 1, 2003 and shall remain in effect until midnight June 30, 2007 and thereafter annually until written notice of a later termination date is given by either party at least six months prior to the termination date. Contract negotiations must begin by February 1 prior to the termination date.

In the event no agreement on a new contract is reached by the termination date of this contract there shall be no strike, slowdown or interference with normal work schedules by the Union nor any lockout or reduction of work by the Authority for a period of ninety days following such termination. Any contract negotiated during said ninety-day period shall be retroactive to the date of termination of this agreement, unless otherwise negotiated. In the event agreement is not reached during the ninety-day period, any items in dispute may be submitted to binding tripartite arbitration in accordance with Section 7-273j of the Connecticut Statutes and under the arbitration provisions of this Agreement. Both parties shall be bound by the new labor agreement as determined by the arbitrator and no lock-out or strike shall occur during the period of arbitration nor during the term of this agreement, any extension thereof and any such new agreement.

**ARTICLE 3**

**Management Rights**

**Section A. General.** The management of the business and the direction of the working forces are the responsibility of the Authority. The Authority retains to itself all rights and authority over the property, business policies and working forces of the Authority as though the Authority were the private owner and operator of such transportation facilities; subject to law, governmental regulation and the limitations on such rights and authority specifically provided in this Agreement and in 13C Agreements between the parties and/or between the Authority and the Amalgamated Transit Union. Included among such rights and authority, but not limited thereto, are the Authority's rights to; hire, transfer, promote, retain, and discipline or discharge for proper cause; determine the amount of service to be run at any and all times; determine the routes and areas to be served and the equipment and facilities to be used; establish rea-

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sonable rules and regulations governing the operation of its business and the conduct of its employees so as to, in the Authority's judgment, best achieve the Principles and Purposes of this Agreement; to determine the number of its employees at any time and the qualifications and identity of all new employees.

No management employee shall be a member of this bargaining unit. For all purposes of this Agreement a "Management employee" shall be: any person authorized to hire personnel and any person authorized to reprimand, suspend, discharge, or otherwise discipline members of the bargaining unit or authorized to effectively recommend such discipline actions, without regard for the method of pay or amount of pay received by such management employee.

Nothing in this provision shall be deemed to have expanded the Authority's bargaining unit as that term is defined in Article 4 nor shall anything in this provision be deemed to interfere with a member of Authority's bargaining unit applying for and being considered for a management position.

**Section B. Work Rules and Bulletins.** The Union recognizes the right of the Authority to establish work rules, policies, bulletins and procedures, as it may deem necessary, provided that such rules are not in conflict with the terms and conditions of this agreement. However work rules and bulletins are not part of this agreement. Changes in Work Rules or Operating Rules will be sent to the Union and discussed with them before being distributed by the Authority to the employees.

**ARTICLE 4**

**Collective Bargaining Unit**

**Section A. Bargaining Unit.** The "bargaining unit of the Authority" shall be comprised of only those current Authority employees whose jobs and employment are listed in Article 8. Any person hereafter employed by the Authority in any of the jobs listed in Article 8 shall become a member of the Authority's bargaining unit on the 31st day of his or her employment.

**Section B. Probation.** Probation for bargaining Union employees shall be ninety (90) working days, with a 20-day extension when accompanied by the cause for the extension sent to the Union. A probationary employee may be suspended, laid off, or discharged or disciplined as exclusively determined by the Authority. Bus Operators while in the training period are not covered by this Agreement. The Authority shall have the right to determine the length of the training period.

**Section C. Vehicle Maintenance.** Maintenance of vehicles, garage facilities and bus operations are currently integrated at a single location. Work assignments may be made by the Authority in accordance with the employee's classification. Nothing herein contained shall be construed so as to limit the Authority's right to assign maintenance work to bargaining unit members on vehicles neither owned nor operated by the Authority as well as on vehicles owned and/or operated by the Authority.

**ARTICLE 5**

**Union Recognition – Security**

The parties to this agreement are the Greater Bridgeport Transit Authority and any successors, (the Authority), and the Amalgamated Transit Union, Local 1336 (the Union). The Authority recognizes the Union as the sole and exclusive collective bargaining representative, with respect to wages, hours and working conditions, for all members of the Authority's bargaining unit in classifications in this agreement.

**ARTICLE 6**

**Union Dues, etc. – Deduction and Check-Off**

**Section A. Membership.** After an employee becomes a member of the Authority's bargaining unit as specified in Article 4 above, such employee must remain a Union member in good standing, by tendering to the Union the regular initiation fee and the periodic dues or assessments uniformly required as a con-

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dition of Union membership. Any bargaining unit member who is not more than 30 days in arrears in the payment of dues and other obligations to the Union shall remain a member in good standing. Upon receipt from the Union of a written authorization signed by an employee, the Authority will deduct and remit to the Union within five working days of each pay cycle from the pay of each employee, all dues and assessments that may be levied under the By-Laws of the Union. The Union will furnish the Authority with all such signed authorizations by the employees and the Authority's obligation for deduction and remittance shall be based upon, and limited to, the last signed authorization by any employee. Dues and assessments will be taken out of advance vacation pay. Prior to the commencement of any deduction or any increase thereof the Financial Secretary shall certify to the Authority that the initiation or reinstatement fees, dues and assessments provided for in the check-off are uniformly applicable to members of the Union and were adopted in accordance with the By-Laws of the Union. The Authority will honor any written authorizations from the employees for deductions for COPE, a uniform amount for deposit to a Credit Union account, or for supplemental short-term disability insurance. The Authority is responsible to the Union only for actual deductions made as a result of the written deduction authorization.

Membership of the Union in good standing shall be a condition of employment for all Authority bargaining unit employees. The Authority agrees to terminate the employment of any employee who is not in good standing, within ten (10) days after receiving written notice from the Union, of the employee's failure to join or maintain membership in the Union in good standing. This notice must be accompanied by 1) a list of all Union members who are not in good standing; 2) an explanation why the failure of the particular employee to maintain good standing merits termination, if termination is not requested for other employees not in good standing; and 3) an agreement from the Union holding the Authority harmless from any action the terminated employee may file against either the Authority, the Union, or both.

**Section B. List of Union Officers.** The Union shall furnish the Authority with a list of its officers and stewards and shall, as soon as possible, but not later than 5 working days, notify the Authority, in writing, of any changes to this list. The Authority shall recognize no officer or steward until such notification of his/her appointment has been received from a duly authorized officer of the Union.

**ARTICLE 7**

**Leaves of Absence for Union Business**

**Section A. Absence for Union Business.** The conducting of Union business on Authority time is strictly prohibited unless an authorized representative of the Authority has granted prior approval. Union business is defined as business exclusively pertaining to activities related to the Authority. Upon reasonable prior notice to the Authority, the Union's President/Business Agent may absent himself from his regularly scheduled work to perform his duties as a Union official whether or not covered by this contract, without compensation from the Authority. A second Union official may be absent on occasions that directly and exclusively concern the Authority's bargaining unit.

**Section B. Conference/Training Session Attendance.** Upon five (5) days prior notice to the Authority, not more than four (4) elected Union officers may be absent from their regularly scheduled work to attend national conferences or training sessions, without compensation from the Authority. Total attendance at such conferences under this section will not exceed 30 days annually for all Union representatives combined, and will require documentation of attendance.

**Section C. Meetings/Activities Scheduled by the Authority.** When it is necessary for representatives of the Union to attend a meeting or activity scheduled by the Authority during working hours, they shall be released from their regular duties without loss of pay. When they are required by the Authority to attend outside regular working hours, they shall be paid for such meeting time at the overtime rate; provided, however, that attendance at grievance procedure meetings will be paid in accordance with other provisions of this Agreement and no payment will be made for attendance at arbitration proceedings.

**Section D. Full-Time Employment of President by Union.** Should the Union's President/Business Agent be employed by the Authority but be hired on a full-time basis by the Union to handle grievances

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and labor relations with this Authority, then and in that event for so long as such President remains in office and devotes his full time for such purposes the Authority shall continue him on the employment rolls for the purposes of enrollment in the insurances and pension provided in Article 12 hereof. In addition thereto the President/Business Agent shall continue to earn his/her full vacation in accordance to Article 11, Section B, and shall be paid an amount of money equal to the vacation pay such president would have earned had he/she maintained at the Authority on a full-time basis. Such employee shall continue to earn seniority in his/her classification, for the period that he/she was employed by the Union. Except as herein specifically provided during the period of hire by the Union for such purposes, the president shall not receive any other remuneration, pay or benefit from the Authority.

**Section E. Occupation of National Union Office.** A member of the Union employed by the Authority who occupies national Union office which requires his/her absence from employment by the Authority for all or part of the term of office, shall upon written request be granted a leave of absence from employment by the Authority for the period required by the Union duties and shall continue to earn seniority during the period of the leave of absence. During the period of absence such employee may continue to be covered by all of the benefits covered by the bargaining unit, provided periodic payment in advance is made to the Authority for the cost of such coverage. Should the employee return to Authority employment he/she shall return to previous seniority and classification, in accordance with the seniority provision of this Agreement. There shall be no pension contributions made on behalf of such employee by the Authority while he/she is on leave of absence.

**ARTICLE 8**

**Job Classification & Job Descriptions**

**Section A. General.** Employees within the Authority's bargaining unit shall be assigned by the Authority to classifications set forth below. The Authority may, but is not obligated to, fill any or all of the classifications. The Authority will follow the principle of promotion from within for classifications covered in this Agreement. Preference in filling vacancies in any classification will be given to current employees, with regard to seniority and employment within the department, provided that the senior employee is sufficiently qualified to reasonably warrant a probationary trial period not to exceed 90 working days.

**Section B. Bus Operators:**

1. Fixed Route Operator – Full Time
2. Fixed Route Operator – Part Time
3. Paratransit Operator (Full- or Part-Time)

**Section C. Maintenance Positions:**

1. Specialist – Has all of the qualifications and performs all of the work of a Mechanic and in addition thereto has extraordinary knowledge and skill in at least one major area of repair and replacement such as transmissions, bodies, electrical, etc.
2. Mechanic – Performs any and all work of repair and replacement on a motor vehicle without requiring direction or supervision. This job requires a skilled craftsman of intelligence and ability capable of adequately servicing all vehicles assigned for work by the District.
3. Mechanic 2<sup>nd</sup> – Performs most of the work of repair and replacement on a motor vehicle but may require direction and supervision of management or of a higher classification employee on more demanding work.
4. Utility Person (or Apprentice) – Performs simple tasks of repair and replacement without supervision and learns to perform more complex tasks under supervision of management and higher classified employees. Must have the capacity and ambition to learn and progress to higher classifications. With agreement of the Union, the Authority may institute an apprentice program in accordance with government regulation and assistance to fill one or more jobs in this classifica-

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tion and the rate of pay and other working conditions shall be as established by such governmental program.

5. Tireperson – Performs most of the work on all tire related maintenance, inventory, record keeping, mount/dismount, balancing, branding, wheel cleaning, etc. Performs simple tasks of repair and replacement on a motor vehicle, fueling, cleaning, washing, fluid level, greasing, oil changing, routine inspection and odd jobs. May or may not have the capacity for jobs in a higher classification.
6. Yardperson – Performs fueling, cleaning, washing, fluid level, greasing, oil changing, routine inspection and “odd jobs”. May or may not have the capacity for jobs in higher classifications. Promotion will be determined by the Authority after consultation with the Union.
7. Janitor – Performs simple tasks of maintaining and cleaning the buildings in which the vehicles are housed or repaired under Authority supervision. Promotion will be determined by the Authority after consultation with the Union.

**Section D. New Job Classifications.** The Authority reserves the right to develop and add new job classifications and descriptions. Pay rates for new classifications will be negotiated with the Union. The principle of promotion from within shall apply to new classifications.

**Section E. Lower Classification Work Assignments.** Employees in a higher classification assigned by the Authority to work within a lower classification (and not at the employee’s request) shall be paid the rate of the higher classification.

**ARTICLE 9**

**Seniority**

**Section A. Continuous Service.** For the purposes of this Article, if the continuous service of a member of the bargaining unit began in the bargaining unit of a predecessor Bus Company or transit operator, the language shall be construed to include this service, for members of the bargaining unit.

**Section B. Company Seniority.** For members of the bargaining unit, “Company Seniority” is defined as the total length of continuous service with the Authority from the date of the employee’s most recent hiring. Where two or more employees are hired on the same day, the date and time of the completed application for employment shall be used to establish Company Seniority. Company Seniority shall govern for the purpose of bidding paid leave under Article 12, and in determining bumping rights in layoffs under Article 10 below.

**Section C. Classification Seniority.** “Classification Seniority” is defined as the total length of continuous service of an employee within the Authority’s bargaining unit on a job in the classification currently occupied by the employee not broken by discharge, voluntary termination, or continuous lay-off exceeding eighteen months or change in classification. In the event two or more employees, in the same classification, are promoted to a higher classification on the same date, the previous classification seniority shall determine the classification seniority in this new position. Classification Seniority shall govern for all purposes not specified above, in Articles 10, 15, and 16.

**Section D. Seniority Posting.** A current list of employees, arranged in order of their company and classification seniorities, shall be posted on the Authority’s bulletin boards, which are easily accessible to all bargaining unit employees.

**Section E. Open Positions.** All open positions will be posted within the company and copies sent to the Union. The posting shall state the job classification, pay rate, and job description.

**Section F. Maintenance Department Vacancies.** When a vacancy occurs in a classification in the Maintenance Department:

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- (a) The Authority shall canvass all members of that classification advising as to the shift and days off allocated to the vacant job. The job shall be filled by bid according to seniority and the process repeated until no one in the classification bids for a vacant job and that vacancy may then be a promotional opportunity for a member of a lower classification.
- (b) After canvassing the classification as to shift and days off, the vacancy shall be posted and filled from the next lower below listed classifications according to "Seniority date"; provided the senior employee is sufficiently qualified to reasonably warrant a probationary trial period not to exceed 90 days. Determination of qualification shall be made by the foreman or manager of the maintenance facility and the Union with right of appeal to the Chief Operating Officer:
  - (1) Specialist
  - (2) Mechanic
  - (3) Mechanic 2<sup>nd</sup>
  - (4) Utility Person (or Apprentice)

In the event a vacancy exists in the classifications of Utility Person or Tire Person and the Authority decides to fill such vacancy, such vacancy shall be posted on a Bulletin Board or Boards calculated to come to the attention of those in the classifications of Janitor and Yardperson to give such employees and the Union an opportunity to discuss such possible promotions with the Authority's Chief Operating Officer.

In the event a vacancy exists in the classification of Yardperson, after canvassing the members of that classification as to shift and days off, notice of the ultimate vacancy shall be posted on a Bulletin Board or Boards calculated to come to the attention of those in the classification of Janitor to give such employees and the Union an opportunity to discuss such possible promotion with the Authority's Chief Operating Officer.

**Section G. Bidding Proxy.** In the event an employee otherwise eligible to bid on a vacancy during a bid, a Union officer shall serve as the employee's proxy for the purpose of bidding on the vacancy.

**Section H. Maintenance Department Vacancies (Less Than 35 Days).** Vacancies in the maintenance department, created by sick leave, vacation, industrial injury, special projects or leave of absence of less than 35 days shall not be filled by canvass or posting. The Authority may make a temporary assignment of an eligible employee of the same or of a lower classification to cover this schedule until said employee returns. When it is known that a schedule will be vacated for more than thirty-five (35) days or will be permanently vacated, such schedule shall be posted as closed and or a new complete, or partial, bid will be held depending upon the Authority's needs. Upon the return of an employee after an absence of more than 35 days, such employee may re-occupy the closed schedule or request a re-bid of the schedules within the classification from which the employee was absent.

**Section I. Promotion/Assignment to Non-Represented Positions.** Bargaining unit employees promoted or temporarily assigned to non-represented positions shall retain and continue to accumulate seniority rights in the classification from which they are promoted for a maximum period of 6 months from the date of promotion or assignment. Such employees shall continue membership in the Union and pay Union dues during the 6-month period. Employees returning to the bargaining unit for any reason after 6 months shall forfeit all Classification Seniority and start at the bottom of the Classification Seniority list.

**Section J. Termination of Seniority.** Termination of Company and Classification Seniority and status as an employee shall occur under any of the following conditions:

- Voluntary termination by employee;
- Retirement;
- Discharge for just cause;
- Layoff in excess of 18 months;
- Unqualified medical leave of absence in excess of 18 months (after the employee has exhausted any FMLA protection); or

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- Absence from the job for 3 consecutive days without written notice to the company as to reason for absence. However, an employee who contacts the Company within 5 consecutive days from the date of original absence with a valid reason for failing to report to the Company and a valid reason for such absence shall be restored to his or her previous status and seniority.

**Section K. Union Officer Seniority.** The President and Financial Secretary of the Union, during their term of office, shall be considered the two most senior employees in the bargaining unit and in the "Classification seniority", only on questions relating to lay-off.

**Section L. Temporary Transfers.** In the event a Bus Operator, because of illness accepts a temporary transfer to a job in another classification and thereafter returns to a job in the Bus Operator classification, the period of time spent in the other classification shall be included in such employee's "Classification seniority" as a Bus Operator.

**ARTICLE 10**

**Layoff**

**Section A. General.** Subject to all previous provisions of this Agreement and of the 13(c) Agreements, in the event the Authority decides to reduce the work force in any classification, it shall notify the Union and where, in the opinion of the Authority, reasonably possible, it shall discuss the contemplated reduction with the Union. Thereafter layoff in the classification will occur in the inverse order of the employees' seniority within the classification. In all cases, the right to bump into a different classification depends on the bumping employee's ability to perform the job duties of the classification into which he or she is bumping.

**Section B. Bumping Rights – Transportation Department.** In the event of a layoff in the Transportation Department, bumping rights will operate in accordance with company seniority among the classifications within the Department. However, part-time Operators would be the first to be laid off. An employee facing layoff would be able to bump an employee within another classification with lower company seniority.

**Section C. Bumping Rights – Maintenance Department.** In the event of a layoff in the Maintenance Department, bumping rights will operate in accordance with company seniority among the classifications within the Department. An employee facing layoff would be able to bump an employee within a lower classification with lower company seniority.

**Section D. Equipment.** Laid off employees shall immediately turn in their equipment and otherwise comply with the work rules and regulations.

**Section E. Recall.** Laid off employees shall be entitled to recall in the event that within eighteen (18) months from the date of layoff, the Authority hires in the classification from which a layoff occurred. Recall shall be by classification seniority. Wages, benefits and company seniority shall be reinstated upon rehiring within the eighteen (18) month period. After this time, any such employee so affected and not recalled to active duty will be considered terminated.

If an employee cannot be reached by telephone, they will be recalled by certified mail. The employee shall acknowledge the recall notice within 48 hours, advising of acceptance or rejection. Should they fail to return to work within 14 days of acceptance, unless for sickness or other valid reasons, they shall forfeit their recall rights.

**ARTICLE 11**

**Paid Leave**

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**Section A Holidays.** Each full time bargaining unit member, will have as holidays, for which he or she will be paid straight time for eight (8) hours (or ten (10) hours in the event of a four day work schedule), the following:

1. New Year's Day
2. Presidents' Day
3. Martin Luther King, Jr. Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

In addition to the holidays listed in Paragraph 1 above, an employee who is a member of the Authority's bargaining unit before April 1<sup>st</sup>, of each calendar year, shall be entitled to three (3) days as Personal Days, to be taken in the period ending December 31. The qualifying employee may bid these days at the same time as their vacation bid, or hold these days to be used under the same rules that apply to the floating vacation days. If an employee becomes a member of the Authority's bargaining unit on April 1st until and including June 30th, such employee shall be entitled to two (2) Personal Days. If an employee becomes a member of the Authority's bargaining unit on July 1st until and including September 30th, such employee shall be entitled to one (1) Personal Day. One of the three (3) Personal Days shall be the employee's birthday except in the Maintenance department, and in the case of a new hire's birthday occurring before they become a bargaining unit member.

In order to be eligible for holiday pay, an employee must work all of his or her last scheduled workday before the holiday, and all of his or her first scheduled workday after the holiday. If the employee has been scheduled to work on the holiday and does not work, and has not been excused under the provisions of the next paragraph, he or she will not be eligible for holiday pay. These requirements are waived if the employee is excused for a death in the immediate family, hospital admission, injury on the job, military leave, serving a miss, or union business. Employees are also entitled to a one holiday per year waiver to excuse them from meeting the day before and day after requirements due to illness, or a "late" incurred on either or both of those days. Employees must have completed their probationary period in order to be eligible for Holiday pay.

The Authority may require an employee to work on one or more of the regularly scheduled holidays and shall determine the schedule to be worked and number of employees assigned to work. Those assigned to Saturday or Sunday schedules will be assigned to work on the holidays operated on those schedules. Any employee so assigned may request to be excused from the holiday work requirement, by giving at least two weeks notice to the dispatcher. Two weeks before the holiday, a list of open jobs on the holiday will be posted. In seniority order, all full-time operators may bid for the available jobs. After all full-time operators who wish to have bid, the remaining open jobs will be offered to part-time operators, in seniority order. If any jobs remain open after this, they will be assigned to part-time operators in reverse seniority order. Any employee who works on a holiday, and for the purposes of holiday pay only, shall be compensated at the rate of time and one-half for all hours worked. If a weekly schedule calls for a regular daily run of less than 8 hours, the employee operating the run on a holiday will be credited with having worked 8 hours.

When one of the listed holidays falls on Sunday, the following Monday shall be the paid holiday.

If a holiday occurs on an employee's regularly scheduled day off and he or she does not work, no overtime will be paid for the forty hours actually worked that week in 8 hour days. However, the employee would be paid 8 hours holiday pay, provided that all other requirements for holiday pay are met.

In computing a forty-hour week for purposes of minimum guarantee, holidays worked at the overtime rate or paid without working will be included.

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**Section B Vacation.**

1. In each calendar year, all members of the Authority's bargaining unit who have completed at least One Hundred Sixty (160) days or 1,280 hours work on or before November 15 of the previous year, shall be entitled to a vacation (from employment with pay) to be taken during the calendar year in accordance with the following schedule. (The work requirement in this section is based on paychecks received during the calendar year.)

Length of Service		Vacation Accrual
Greater Than:	And Less Than:	
-	One year	One week
One year	Five years	Two weeks
Five years	Eleven years	Three weeks
Eleven years	Twenty years	Four weeks
Twenty years	Thirty-five years	Five weeks
Thirty-five years and above		Six weeks

The additional week of vacation will be granted after the appropriate level of seniority is reached (regardless of at what point during the year it is reached).

An employee who has not completed at least one hundred sixty (160) days or 1,280 hours work on or before November 15, but does complete such required work time on or before December 31 shall be entitled to a vacation (from employment with pay) in the succeeding year in accordance with the above schedule but such employee's vacation and holidays will be assigned by the Authority as to an "employee entitled...(to vacation) who failed to bid." An employee who does not complete the full work requirement shall receive a pro rata vacation, as provided in paragraph 3 below.

Employees who have five or more years of service will be allowed to convert one or two of their weeks of vacation for use as single days or multiple-day increments.. They must advise the Authority prior to the year of entitlement if they wish to do so. Thereafter, the actual request for such days must be made no less than 7 nor more than 30 days prior to the date (or dates) in question. Notice may be waived in an emergency. No more than three (3) operators, or more than one (1) maintenance employee per classification (to a total of two) may be off under this provision on the same day. (These limits may be exceeded at management's discretion, based on the Authority's needs on the days requested.) Unused single days will be cashed out at the end of the entitlement year. Individual days will be granted on a first-come, first-served basis. Seniority will prevail only in an instance where more than the allowed number of employees submit requests, for the same vacation day, on the same day. In this case the most senior employees submitting requests would be granted the vacation day. An employee with more seniority, who submits a request at a later date, would not be able to bump an employee to whom the day had already been granted.

2. A member of the Authority's bargaining unit whose employment is terminated (by death, retirement, discharge, or resignation) during the year and who has not received the full vacation to which the employee is entitled in accordance with the above provisions shall, at the time of termination, be paid for the vacation accrual balance calculated at the employee's pay rate then prevailing. An employee can name a beneficiary who will receive the value of any vacation due on an employee's death.
3. A member of the bargaining unit whose employment is terminated (death, retirement, discharge, resignation) and has not worked the full 160 days or 1,280 hours, shall earn and be paid vacation pay in the proportion that the number of full weeks worked by such employee bears to 52

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weeks based upon the vacation such employee would have received had he or she worked a full year and met the qualification of 160 days or 1,280 hours.

4. An employee who has been absent from work the prior entitlement year, upon return must work 1280 hours in such year to be eligible for one week of paid vacation, thereafter such employee will be entitled to Vacation in accordance with their contractual entitlement. The pro rata provisions from Paragraph 3 above apply here.
5. A new employee who completes 160 full scheduled work days or 1,280 hours before September 1 in the year of his or her hire shall be entitled to one week's vacation in that current year to be taken between September 1 and December 31 of that year at a time or times approved by the Authority. The pro rata provisions from Paragraph 3 above apply here.
6. All vacations shall be taken by employees in weeks beginning between January 1 and December 31 of each year.
7. On or before November 15 of each year, the Authority will post a vacation schedule setting the number of operators allowed on vacation in each week of the following year. Seniority will prevail, beginning with the senior most operator bidding his/her authorized vacation weeks within a reasonable length of time. All bidding will be completed by December 15.

On or before November 15 of each year, the Authority will post a vacation schedule setting the number of employees in the Maintenance Department, in each classification, allowed on vacation in each week of the following year. Seniority will prevail, beginning with the most senior employee regardless of classification, selecting their authorized vacation weeks within a reasonable length of time. All bidding will be completed by December 15.

The Authority will schedule biddable vacation week slots for Bus Operators as follows: Total biddable vacation weeks for Bus Operators will be divided by fifty-two, and rounded to the nearest whole number. Two additional vacation slots will be added to this number for all pay weeks during May through August, December, and New Year's Week. The remaining biddable vacation slots will be distributed among the remaining weeks as evenly as possible.

8. Selection of vacations will be in accordance with the "Company Seniority" in each classification. Note: If during employment by the Authority an employee changes jobs from one classification to another, such employee's "Classification seniority" will be different from the period of service established by his or her "Company Seniority" but vacations and holidays will be selected by such an employee in accordance with his or her "Company Seniority." In the maintenance department, if someone changes their day or days, the vacated day or days will be posted on the board, and the shop personnel will then be able to bid for the vacancy according to the established procedure (i.e., seniority, classification, shift).
9. The amount of vacation pay for each employee is to be computed at the regular hourly rate for such employee in effect on the date the vacation begins for 8 hours per day, 40 hours per week, for the period of the vacation; provided, however, that if a Bus Operator's regular weekly schedule at the time vacation begins includes scheduled overtime, such overtime rate for the overtime part shall be included

**Section C. Sick Pay.** Payment for absences due to illness shall be governed as follows:

1. Sick Leave Accrual – At the end of each full month of employment, each member of the Authority's bargaining unit shall accrue sick leave as follows: (Employees with less than five years seniority as of the signing of this contract will continue to receive 3/4 day per month.)
  - Seniority less than Five (5) years - 1/2 day per month;
  - Seniority of Five (5) years or more and less than Fifteen (15) years - 3/4 day per month;
  - Seniority of Fifteen (15) years or more – 1 day per month.
2. Sick Leave The following conditions shall apply to the use of accrued sick leave:

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- Sick leave pay shall be at the rate of eight (8) hours straight-time pay per full day of absence and four (4) hours straight time pay for partial day sick absences. Payment for a sick absence shall be automatic, unless, for partial sick absences only, the employee submits a form requesting no pay on the work day next following the partial sick absence
  - Sick payments in any month shall be limited to the employee's sick day balance at the beginning of the month, and shall be coordinated with any other Authority-financed payments for illness or disability.
  - For the first twelve (12) months after the signing of this agreement, each employee must maintain a sick leave balance of six (6) days at the beginning of each month in order to receive sick pay during that month, unless the employee is hospitalized, or has outpatient surgery. Thereafter, the sick day balance requirement will be nine (9) days. Employees with less than three (3) years seniority must maintain a 4-day balance.
  - At the Authority's discretion, proof of illness in the form of a Doctor's certificate or other evidence of illness satisfactory to the Authority may be required for an absence of three days or more.
3. Annual Sick Leave Buyout For any employee whose sick leave balance exceeds 90 days on January 1<sup>st</sup> of any year:
- Payment equal to one half (½) of the excess sick day balance will be paid that month;
  - The employee's sick leave balance will be reduced to 90 days effective January 1.
4. Buyout on Termination When an employee terminates employment with the Authority, the following buyout provisions will apply:
- Discharge for cause – there shall be no sick accrual buyout;
  - Retirement from the Authority, - all accumulated sick leave will be paid;
  - Earlier departures from employment with the Authority with a sick leave balance greater than thirty days - all accumulated sick leave will be paid;
  - Earlier departures from employment with the Authority with a sick leave balance of thirty days or less - one-third of the accumulated balance will be paid.

**Section D On-the-Job Injury.** An employee injured in the course of his or her employment will receive a full day's pay (8 hours) for the day of such injury if, because of such injury, the employee worked less than 8 hours. Such day shall not be charged as sick leave.

**Section E. Bereavement.** In the event a death occurs in the immediate family of a bargaining unit member, such employee will be granted paid leave over a period of three (3) consecutive days for the purpose of attending the funeral or for the purpose of grieving. When circumstances justify an extension, the Authority may, after consultation with the Union, extend such leave for an additional two (2) unpaid days. Pay for such leave will be at straight time for eight (8) hours. Immediate family is defined as:

Wife	Husband
Daughter	Son
Mother	Father
Sister	Brother
Mother-In-Law	Father-In-Law
Adopted/Step Daughter	Adopted/Step Son

If a death occurs among the relatives of a member of the Authority's bargaining unit, the employee shall be granted (1) day or two (2) consecutive days leave, for the purpose of attending the funeral or for grieving. Pay for such days will be the same as in the preceding paragraph. Relatives for whom two (2) days leave will be granted are defined as:

Granddaughter	Grandson
Grandmother	Grandfather

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Relatives for whom one (1) day leave will be granted are defined as:

Sister-In-Law  
Aunt

Brother-In-Law  
Uncle

The Union president or his designee, upon proper notice to the Authority, shall be allowed one (1) funeral leave day to attend the funeral of a member of the Authority's bargaining unit provided the funeral occurs on a day when the President or his designee was scheduled to work.

**Section F. Court Appearance.** Any employee who is summoned and reports as a subpoenaed witness in any court proceeding or coroner's hearing regarding legal matters relative to the Authority, or attends such proceeding upon written request of the Authority or is called for jury duty, shall be paid his or her normal wage for the time so spent, less the amount paid such employee as a fee, such payment will be made at the regular compensation rate, and in no event is any overtime rate to be paid.

**Section G. Military Leave.** Employees who are members of the state or federal armed forces units, or components thereof, will be granted leave with pay not to exceed two (2) weeks per year when ordered to report for training or active duty. Such pay shall equal the difference between the amount received by the employee for such military service and eight (8) hours pay on each day on which such military service is performed.

**Section H. Leave of Absence.** An employee shall not be entitled to be absent from regularly scheduled work without the prior written approval of the Authority; a request for such approval shall not be unreasonably withheld but approved prior absences are reasonable grounds for refusing to approve additional requests.

**ARTICLE 12**

**Life and Health Insurance, Pension**

**Section A. Health and Other Insurance.** A comprehensive hospital, medical, surgical, plan with a prescription rider, shall be maintained for the benefit of the employees and their dependents. The \$100 deduction for hospital admission will be reimbursed to the employee, with proper documentation, through human resources and payroll. Single Plan participants will not contribute toward the cost of the premium for this plan. All other participants shall participate at 50% of additional premium cost above Authority cost of \$680.00 for class III coverage and \$575.00 for class II coverage. Employee contributions toward health insurance costs shall be by means of payroll deduction.

Any employee covered by primary health insurance not provided by the Authority may waive health coverage by the Authority on proof of coverage elsewhere, and in return receive a cash payment of \$250 for single plan, \$350 for two-person plan, and \$500 for family plan. Payment will be made at the end of each full year of waived health insurance. The employee may elect to waive coverage by the Authority at hiring, at each year's open enrollment date, or when a qualifying event occurs. If insurance status changes less than a full year after waiving Authority insurance coverage, payment will be prorated.

Health insurance coverage for present and future employees (and dependents) retired or retiring under the pension plan as follows:

1. Retirees and/or dependents under age 65 shall continue to receive the same health insurance benefits as active employees and dependents.
2. Retirees and/or dependents age 65 or over shall receive the "Blue Cross 65 High Option Plan" (Medicare Supplement).
3. Retirees and dependents eligible for Medicare benefits must enroll in Medicare.
4. The Authority shall pay 50 percent of the applicable premiums for retiree and dependent coverage.

All Authority payments required under this section shall terminate upon the death of the retiree receiving pension benefits.

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- Short Term Disability. Each employee is insured for short-term disability insurance, with an eight (8) day elimination period. Prior to January 1, 2006, the weekly payment shall be two hundred fifty dollars (\$250); on that date, the benefit will increase to two hundred eighty dollars (\$280).
- Life Insurance. The Authority will provide term life insurance on the life of all bargaining unit members in the amount of seventeen thousand five hundred dollars (\$17,500.00).
- Felonious Assault. The Authority shall maintain for the benefit of Operators, a one hundred thousand dollar (\$100,000.00) insurance protection covering the employees in connection with injuries sustained as a consequence of felonious assault.
  
- The Company agrees to add a pre-tax benefits plan, for benefits covered in this Article, effective July 1, 2004.
- Dental Plan. Effective August 1, 2000, the Authority agrees to provide Anthem Blue Cross Flex Dental Plan with Orthodontia, with increases in premium cost shared by employees at 50% annually. Weekly rates effective July 1, 2003, are: Single - \$0.74, 2-Person - \$1.44, and Family - \$2.02. Annual percentage increases in the premium cost for members of each class will be applied to the employee's contribution. Retired employees and their dependents are not included in dental coverage.

**Section B. Change of Health Insurance Carrier.** The Union recognizes the legal requirement that, where possible, the Authority must make its purchases after soliciting bids. Prior to any change of a health insurance carrier, the Authority will notify the Union and discuss the change. Nothing contained herein shall be construed as requiring the Union to agree to a substitution.

**Section C. Pension.** The Authority's liability is limited to making contributions to the pension fund in an amount equal to seven (7%) of all wages earned by full-time members of the Authority's bargaining unit. The Authority makes no representations as to the benefits that will be produced by the funds nor will the Authority be responsible or have any obligation for any cost or expense in connection with the funds.

The Authority will work closely with the Union to establish improved pension benefits that result in no added cost to the Authority and limit the overtime in any final high years of earnings formula. This changed and improved pension benefit will be subject to a separate vote by the Authority and the Union.

The Authority agrees to the enrollment of Union members in the existing 457 Plan.

**ARTICLE 13**

**Employee Records**

**Section A. Employee & Union Officer Review.** The Authority shall keep a separate file for each employee containing his or her general employment record. Any employee desiring to see his or her general employment records shall be allowed to do so within two business days after written notice to the Department of Human Resources. The Union President or his designated representative bearing a written authorization by the employee may also see such employee's record.

**Section B. Use of Employment Record for Disciplinary Action.** The Authority shall not for disciplinary purposes review an employee's record for more than the last three (3) years of employment, except in cases of termination, where the employee's entire record will be reviewed.

**ARTICLE 14**

**Wages**

The regular hourly rate for employees in each classification shall be in accordance with the following sections. Note: wage increases will be effective at the beginning of the first full payroll period after the increase dates shown below.

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**Section A. Bus Operators.** After July 1, 2003, an operator who has qualified for the full hourly rate under the operator progression schedule prior to July 1, 2003 shall receive raises in the hourly rate in accordance with the following schedule:

July 1, 2004	\$0.35	to \$18.71
January 1, 2005	\$0.25	to \$18.96
July 1, 2005	\$0.30	to \$19.26
January 1, 2006	\$0.30	to \$19.56
July 1, 2006	\$0.35	to \$19.91
January 1, 2007	\$0.35	to \$20.26

**Progression.** Any Bus Operator hired prior to the signing of this contract who has not completed the progression period shall be paid an hourly rate calculated in accordance with the following:

\$9.00 New Hire starting rate. (At the sole discretion of the Authority, the contract may be re-opened for the sole purpose of negotiating a change in the hiring rate.)

	<u>7/1/04</u>	<u>1/1/05</u>	<u>7/1/05</u>	<u>1/1/06</u>	<u>7/1/06</u>	<u>1/1/07</u>
Increase to 60% of top rate on completion of training	\$11.23	\$11.38	\$11.56	\$11.74	\$11.95	\$12.16
After 1 year's experience	\$13.10	\$13.27	\$13.48	\$13.69	\$13.94	\$14.18
After 2 year's' experience	\$14.97	\$15.17	\$15.41	\$15.65	\$15.93	\$16.21
After 3 years' experience	\$16.84	\$17.06	\$17.33	\$17.60	\$17.92	\$18.23
After 4 years' experience	\$18.71	\$18.96	\$19.26	\$19.56	\$19.91	\$20.26

Any Bus Operator hired after the signing of this contract who has not completed the progression period shall be paid an hourly rate calculated in accordance with the following:

	<u>7/1/04</u>	<u>1/1/05</u>	<u>7/1/05</u>	<u>1/1/06</u>	<u>7/1/06</u>	<u>1/1/07</u>
Increase to 55% of top rate on completion of training	\$10.29	\$10.43	\$10.59	\$10.76	\$10.95	\$11.14
After 1 year's experience	\$12.16	\$12.32	\$12.52	\$12.71	\$12.94	\$13.17
After 2 year's' experience	\$14.03	\$14.22	\$14.45	\$14.67	\$14.93	\$15.20
After 3 years' experience	\$15.90	\$16.12	\$16.37	\$16.63	\$16.92	\$17.22
After 4 years' experience	\$18.71	\$18.96	\$19.26	\$19.56	\$19.91	\$20.26

An Operator who has been designated as an official trainer of other operators is entitled to \$0.50 per hour additional wage for all time spent in training duties.

Time that an Operator spends in Supervisor Trainee functions will count toward the forty (40) hour guarantee. The wage rate paid to Operators performing Supervisor Trainee functions will be reflected in the bargaining unit agreement covering ATU-1336A employees.

**Section B. Paratransit Operators.** A paratransit operator, regardless of seniority, will be paid an hourly rate equal to 70% of the rate then prevailing under Section A of this Article. However, any employee who would be harmed by this provision will be grandfathered.

**Section C. Part-time Operators.** At hiring, Part-time Operators will receive the same \$9.00 rate paid to new-hire Full-time Operators. Upon completion of training, the Part-time Operator's wage rate will follow the same progression scale as a Full-time Operator with the same hire date.

**Section D. Maintenance Classifications.** In the Maintenance Department, the following regular hourly rates shall prevail as top rates for each classification:

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		<u>7/1/2004</u>	<u>1/1/2005</u>	<u>7/1/2005</u>	<u>1/1/2006</u>	<u>7/1/2006</u>	<u>1/1/2007</u>
Specialist	118%	\$ 22.08	\$ 22.37	\$ 22.73	\$ 23.08	\$ 23.49	\$ 23.91
Mechanic	115%	21.52	21.80	22.15	22.49	22.90	23.30
Mechanic 2nd	105%	19.65	19.91	20.22	20.54	20.91	21.27
Utility or Apprentice	95%	17.77	18.01	18.30	18.58	18.91	19.25
Tire	94%	17.59	17.82	18.10	18.39	18.72	19.04
Yard	91%	17.03	17.25	17.53	17.80	18.12	18.44
Janitor	75%	14.03	14.22	14.45	14.67	14.93	15.20

Any employee who is promoted, or any newly hired employee to the classification of Mechanic 2<sup>nd</sup> will be paid an hourly rate equal to 95% of the then prevailing wage rate for the classification for a period of 0 to 6 months, and 100% of the then prevailing rate thereafter.

All Yard Persons will be subject to the following hiring progression:

First Year: 80% of top rate  
 After 1 Year: 90% of top rate  
 After 2 Years: 100% of top rate

Lead Man – The highest-rated mechanic on duty when no foreman is on duty is entitled to \$1.00 per hour additional wage plus responsibility to direct the work of junior mechanics.

**Section E. Retroactivity.** Upon the signing of this contract, all active members of the bargaining unit will receive a retroactive payment for the first year of the contract.. For this purpose, active members include any employee deceased or retired after May 1, 2003. The gross amount of this check will be \$962.31 for full-time top-rate Bus Operators; and \$481.16 for Part-time Bus Operators. For all other members of the bargaining unit, the check amount will be pro-rated to the amount that their wage rate bears to the top Bus Operator rate, with a minimum amount of \$481.16.

**Section F. Pay Check Issuance and Direct Deposit.** The normal pay time will be at 9:00 a.m. of the Thursday following the workweek. If the Thursday is a holiday, pay time will be no later than noon Wednesday. Paychecks will be issued in sealed envelopes. The Authority will provide direct deposit opportunity to all employees. Deposits will be posted on the Friday of the week following the workweek.

**ARTICLE 15**

**Working Hours and Overtime**

**Section A. Definitions.** The basic work day will be eight (8) hours and the basic workweek will be five (5) such eight (8) hour days. A work day is from 3:00 a.m. one day to 3:00 a.m. the following day.

**Section B. Guaranteed Work Week.** All full time bus operators and full time maintenance employees are guaranteed a forty (40) hour week spread over five (5) days of the calendar week.

**Section C. Requirement to Work on Day Off.** A Bus Operator will not be required to work on a day off if other operators are available.

**Section D. Overtime.**

1. Premium pay at one and one-half times the employee's regular straight time rate shall be paid for all hours worked in excess of forty (40) hours in any workweek, and for all hours worked in excess of eight (8) hours in any one day, and only for such hours, unless specified by another Article of this Agreement.

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2. Employees who are called back on their days off will be paid at the overtime rate for all time worked, provided, however, that if there is a need to call back from among employees on their days off, the Authority may first offer the work on a straight time basis (not the overtime rate) to an employee who has not worked 40 hours of the current week, or some or all of the 40 hours has not been taken off in accordance with a specific contract provision (i.e., holidays, vacation, sick pay, bereavement). If the Authority makes such an offer it shall be made to employees who have not worked the 40 hours as above described in accordance with their seniority and if no such employee accepts the work on his or her day off, the Authority shall, if it is to have the work performed, offer the call back on a seniority basis to all employees on their day off at the overtime rate.
3. A minimum equal to three (3) hours at overtime rate shall be paid for each report made on a day off.
4. A Bus Operator working a split run shall be paid overtime for that run in accordance with the following schedule:
  - (a) Operators who have completed the progression period (have obtained the full hourly rate for the Bus Operator classification) will be credited with having worked 8 hours in an eleven hour spread even though the time actually worked is less than 8 hours and the overtime rate will be paid for any part of the spread in excess of 11 hours.
  - (b) Operators who have not completed the progression period (have not obtained the full hourly rate for the Bus Operator classification) will be credited with having worked 8 hours in a twelve hour spread (rather than 11) though the time actually worked is less than 8 hours but the overtime rate will be paid for the time of the spread in excess of 11 hours.
5. Continuous time will be paid when an employee is called to report to work before the expiration of sixty (60) minutes after completion of said employee's regular shift, or within 60 minutes before the employee's regular shift commences. Call in on an employee's regular work day with an interval greater than 60 minutes between the end of the work for which the employee was called in and the beginning of the employee's regular shift and/or between the end of the employee's regular shift and the beginning of the work for which the employee was called in, shall require pay for the time worked on the call in at the applicable rate but in no event shall the amount of such pay be less than equal to 3 hours of regular time pay. In the maintenance department, employees will not be required to work overtime more than three (3) hours without a meal relief.
6. Overtime work for Bus Operators shall be first offered to the Spare List (extra board) operators available at the time the need for overtime work arises in accordance with classification seniority and, if not accepted, then to the regular operators available and in accordance with seniority.
7. Overtime work in the maintenance department shall be equalized within each classification, within each shift, within each facility, with no requirement to equalize overtime between the classifications, shifts or facilities. When a set amount of overtime work has been offered within a classification, and a member of that classification does not accept it, it will then be offered to the next eligible member of the next highest classification. This process will continue until the work is accepted, or the highest classification's members have refused. At that time the work will be offered to the members of the next classification below the original classification, provided they have the minimal skill level to perform that job. If no one accepts this work, management may then offer a different amount of overtime to the original classification, and the process will start again. Overtime is to be tallied for 6-month periods to run from bid pick to bid pick. The offering of overtime shall start with the most senior employee in each classification. Thereafter it shall be offered to the employee with the lowest overtime balance within their classification. Any tie will go to the most senior employee. Overtime offered, but not accepted will count in the employee's total. Overtime offered to an employee who is not reachable by phone will count in the employee's total. If an employee is not at work for more than one month, not counting vacation, the returning employee's hour total will be adjusted up to, if not already greater than, the amount as

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the employee in that classification who currently has the lowest number of hours. With the start of a new bid of shifts, all totals will be zeroed out, and the count will start over.

8. In no event shall more than one overtime provision apply to any specific period of time worked.

**Section E. Requirement of Least Senior Member to Perform Extra Work.** If no employee within a classification accepts available extra work, the Authority may require the least senior member available in that classification to perform the assignment.

**Section F. Correction of Assignment Errors.** Errors on management's part as to the assignment of extra work, on equalization or otherwise, shall be corrected by subsequent assignments, preferably on the day the error occurs or in no case later than five (5) working days after the Union gives notice to the Authority of the erroneously assigned extra work.

**Section G. Exchange of Work.** In the case of personal emergency, Bus Operators may exchange days off and each will be paid for the assignment actually worked. Such exchange shall occur only with the consent of the dispatcher, which must be granted for each day exchanged, provided that such consent shall not be unreasonably withheld.

**ARTICLE 16**

**Bus Operators**

In addition to the general and/or specific provisions of this Agreement relating to or including Bus Operators, the following provisions shall apply exclusively to those in the Bus Operator classification.

**Section A. Categories.** Bus Operators are divided into three categories:

- Regular – those full-time operators who work a weekly schedule whether straight or split.
- Extra – those full-time operators who do not have work assignments for each day of each week.
- Part-Time – that classification intended to cover open work, and whose working conditions are defined in Section H below.

**Section B. Bidding.**

- Bus Operators shall bid routes in accordance with their Classification seniority.
- The Authority shall post bids (call for bids) anytime there is to be a change of schedule. The regular bids shall be January and June of each year. If requested by the Union, one additional bid shall be held. Operators shall be assigned the runs that they select in writing in order of their "Classification seniority". Copies of the schedules to be posted shall be given to the Union at least five (5) days prior to posting. Posting shall take place three (3) days before bidding starts. To accompany the Bid Sheets, the Authority will prepare two lists, the first showing the daily straight and overtime hours of each run, and the second showing the weekly straight and overtime hours of each schedule. Bidding shall take place at least one (1) week prior to the date of the planned change of schedule. Any operator failing to bid within a reasonable time shall be assigned a run by the Authority. It is the intention of both parties that the bidding be handled in a quick and efficient manner. Each Bus Operator is expected to be prepared to select an operator schedule when his or her turn occurs and where reasonably feasible. Bidding should be completed in a 48-hour period.
- A Bus Operator may be passed on a bid (not permitted to bid a particular run) only if the Union and the Authority have mutually agreed to do so in advance of the bid.
- In addition to determining the number of regular schedules to be operated, the Authority specifically reserves the right of determining the number of Bus Operators to be carried on the Extra list.
- The Authority reserves the right to adjust any run or runs in a new schedule within thirty (30) days after the effective date of the schedule without the necessity of re-bidding or its being obli-

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gated to subsequently pay for the reduction of time over the initial time on any of the runs so affected.

- Following thirty (30) days after the effective date of the new schedule, if the Authority reduces the time scheduled for a run, the Authority shall either pay on the basis of the original schedule time or post new bids for all runs.
- When it is known that a Bus Operator's schedule will be vacated more than thirty-five (35) days or will be permanently vacated, such schedule will be posted on the bulletin board and bid on within seven (7) days, according to seniority, by all operators possessing seniority dates junior to the original schedule holder.
- When a bid is held shortly before a Bus Operator on leave-of-absence is due to return or when an employee is absent from work at the time of bidding and cannot be located, the manager, at the request of a Union officer or designate, shall make every reasonable effort to contact the operator on leave-of-absence, and if he or she cannot be contacted, the manager will assign the operator to the best operator schedule in the opinion of the Union officer or designate to which entitled according to his or her seniority.
- The Run Board Committee of the Union and appropriate representatives of the Authority will meet together regularly at mutually agreeable times to develop and maintain a better mutual understanding of what is important to both parties with respect to schedules and the bidding process.
- Prior to the bid, the Union shall provide the Authority with an updated list of members in good standing, as defined in Article 6 above;

**Section C. Uniforms.** Uniforms must be worn while on duty and cannot be worn while not on duty. The Authority shall pay the selected uniform vendor up to \$195 per year per employee. Employees terminated prior to their one-year anniversary shall return their uniforms to the Authority. The Authority shall supply an operator with an initial issue consisting of:

3 pairs of pants or 3 skirts  
3 long-sleeved shirts  
3 short-sleeved shirts  
1 parka  
1 jacket  
1 tie

In the event the Authority requires different uniforms, the Authority shall supply such uniforms. In an effort to assure adequate and serviceable uniforms of good appearance for Bus Operators, the Authority and the Union will establish a committee of three representatives for each party, to meet once annually to discuss issues concerning the uniforms and to make recommendation to the Authority.

**Section D. CDL and MEC Requirements.** The Authority shall reimburse the cost of renewing the Passenger Endorsement to the CDL (currently once every four years). In addition, the Authority will pay the cost of renewing the MEC, but not more frequently than once annually. In the event that the employee needs medical certification more frequently, the employee may use his or her own physician, provided that the physician is qualified. Documentation of the renewed License and MEC must be presented prior to payment by the Authority. This provision also applies to employees of the Maintenance Department.

All physical examinations required as a condition of continued employment shall be made by a physician selected by the Authority and paid in full by the Authority except employees returning from sick leave may be require to provide, at their own cost, medical evidence from their physician indicating their ability to return to active status. The employee returning from sick leave may also be subject to examination by a physician selected by the Authority prior to returning to work.

The Authority may, for good reason, require an employee to submit to a physical examination and the Authority will pay for such examination. Any employee refusing to submit to a medical examination will be subject to termination.

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In the event of a dispute between the employee's physician and the Authority's physician, the employee may, within ten (10) days, request a medical arbitration. The Authority and the Union shall select the medical arbitrator jointly. The third physician shall make an examination and use as criteria the Department of Transportation and the Authority's medical standards along with the required work duties of the employee. The findings of the third physician shall rule. The expense of the third physician shall be borne equally by the employee and the Authority.

**Section E. Charter Runs and Special Service.** Incidental charter service jobs placed on the list of daily open work, unless the chartering party requests a specific Authority Operator, who is both qualified and available. Operators of incidental charter service will be paid for all time worked on the charter. The Operator shall be entitled to reimbursement, according to Authority policies and procedures, of expenses for meals and rooms, if required to spend the night out of the Authority service area, provided that an expense report and receipts reflecting payment are filed.

**Section F. Regular Operators.** The following provisions apply to Regular Operators and those covering the work of Regular Operators:

Pre-Trip Inspections and Travel Time – All Bus Operators scheduled or directed to initiate a run from the Authority garage will be paid fifteen (15) minutes for pre trip inspection duties. Operators who relieve on a vehicle already on the road will not be paid report time but may be entitled to travel time pay as hereafter provided. When a Bus Operator is scheduled or directed to report to work at a place other than the location the Bus Operator is to deliver the vehicle at the end of the work day, the Bus Operator shall be paid the actual travel time for the run (as agreed to by both parties as changes to work schedules are made) at the straight hourly rate (does not count toward the forty work-hour requirement for overtime). The Authority shall determine the means of travel.

**Section G. Bus Operator-Extra (Spare List).** The following provisions relate to Bus Operators in the category "Extra":

- An "Extra" is an operator who does not have work assignments for each day of each week. These operators will be placed on the extra list to cover all open work assignments.
- A bulletin will be posted at the garage daily, not later than 1:30 p.m., showing all available open work.
- All full time Extra Bus Operators will be allowed to select their assignment or AM report time, by seniority, between 11:00 a.m. and 1:00 p.m. each day. Extra Bus Operators must be available during this time period. Dispatch will contact Extra Bus Operators in seniority order during this time period. In the event dispatch is unable to contact or the Extra Bus Operator is unavailable for any reason, the company will assign a piece of work as similar as possible to the Extra Board Operator's previous days work.
- Extra Bus Operators, who do not select any open assignments or who do not catch any work on their AM report, will be required to make two (2) reports daily. The maximum spread between the two reports shall not exceed four hours.
- Extra Bus Operators, who do not catch any work on their AM report, will select their PM assignment, which may include a PM report.
- Each report will be guaranteed a minimum of four (4) hours pay, unless, however a piece of work is caught while on report. In this case the Extra Bus Operator will be entitled to the run pay as scheduled as well as any time already spent on report.
- Extra Bus Operators making all reports required and taking work as assigned are guaranteed a minimum of eight (8) hours pay per day
- Extra Bus Operators while working regular runs shall be subject to all the conditions covering regular operators.
- When it is known in advance that a regular Bus Operator's schedule will be vacated from three (3) to thirty-five (35) days due to vacations, leave of absences, sickness, accidents, etc. such schedules will be bid out weekly, monthly or permanently to the Extra Bus Operators by their seniority. This process shall operate on Thursday of every week.
- The Authority reserves the right of determining the number of Bus Operators to be carried on the extra list.

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**Section H. Part-Time Operators.** The Authority will hire and train a sufficient number of part-time operators so as to maintain an efficient operation while at the same time grant the time off needed by the full time work force. The agreed upon number is 18 part time operators. Part-time operators who are not assigned to a job will be considered an extension of the Extra List.

- Part time operators will work no more than fifteen hundred (1500) hours spread over a calendar year. The average work week shall be between 25 and 35 hours, except where the operator chooses an assignment above these parameters. Operators who do not maintain this average, for reasons beyond their control, will not be disciplined.
- Part-time operators shall be assigned open work daily, weekly or monthly on an as-needed basis, and shall be paid under the provisions of Article 15.
- If at any time a full-time operator and a part-time operator have both completed eight hours of work on that day, the full-time operator shall have preference in selecting extra work.
- When it is known in advance that a regular Bus Operator's schedule will be vacated from three (3) to thirty-five (35) days due to vacations, leave of absences, sickness, accidents, etc., such schedules will be bid out weekly, monthly or permanently to the Part time Bus Operators by their seniority, and only after full time Extra Bus Operators have had a chance to bid on this work. This process shall operate on Thursday of every week.
- All available Part time Bus Operators will be given their assignment or AM report time, by seniority, by 2:00 pm of the preceding day. The dispatcher will assign the highest-paying piece of work to the senior Part time Bus Operator, and so on until all work has been assigned. A list will be posted in the drivers' lounge by 2:00 pm, showing all assignments for the next day. The Part time Bus Operators are responsible for contacting the Dispatcher prior to 10:00 pm, acknowledging that they understand their assignment.
- Part time Bus Operators, who are assigned an AM report and no work breaks on that report, may be required to make a second report that day. The maximum spread between the two reports shall not exceed four hours.
- Each report will be guaranteed a minimum of four (4) hours pay, unless, however a piece of work is caught while on report. In this case the Part time Bus Operator will be entitled to the run pay as scheduled as well as any time already spent on report.
- Part time Bus Operators while working regular runs shall be subject to all the conditions covering regular operators.
- Seniority – Part-time operators shall accumulate seniority within their own classification only.
- Part time operators will not be entitled to any Authority benefits except for those listed within this Article.
- Part time Operators will be provided a complete initial issue of uniforms and will receive 50% of the full time allowance to maintain uniforms to the acceptable standards of the Authority.
- Part-time Bus Operators shall have first right of refusal for any open Full-Time Operator positions, by classification seniority.
- Part time operators will accrue vacation time according to the following schedule. No vacation time will be prorated and hours worked must be in a calendar year.
- Part-time operators will accrue vacation time according to the following schedule:

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<b>Year</b>	<b>Hours worked</b>	<b>Hours of vacation pay</b>
Year of hire	500	8
“	1000	16
2 <sup>nd</sup> through 5 <sup>th</sup> years	500	8
“	900	24
“	1200	32
5th through 10 <sup>th</sup> years	500	16
“	900	32
“	1200	40
After ten years	500	32
“	900	64
“	1200	80

In addition, the Authority will approve one week unpaid vacation during the part-time employee's 2<sup>nd</sup> through 5<sup>th</sup> years, and two weeks thereafter. Any vacation pay balance remaining at the end of a calendar year will be bought out at the employee's current rate. The company and the Union agree to revisit the vacation accrual provisions on an annual basis.

**ARTICLE 17**

**Maintenance Employees**

In addition to the general and/or specific provisions of this Agreement relating to or including those in the classifications of Maintenance Department, the following provisions shall apply exclusively to Maintenance Department employees:

**Section A. Performance of Mechanical Maintenance Work.** Mechanical maintenance work on all Authority vehicles will be performed by bargaining unit employees at the Authority facility and will not be contracted out, except where:

1. The categories of maintenance are substantially covered by manufacturers or construction warranties; or
2. The facilities for performing the maintenance work are not available at the Authority garage.

However, the Authority can determine whether or not to utilize the manufacturer's warranty programs.

**Section B. Assignment of BU Maintenance Work to NBU Employees.** The Authority will not assign Maintenance Department work to a foreman which is ordinarily performed by members of the bargaining unit, except in the case of an emergency where no bargaining unit employee is available to perform such work, or could not be brought in to perform such work, within the time constraints of said emergency. It is further provided that nothing herein contained shall be construed to prohibit a foreman from instructing or assisting a bargaining unit member on the job and in the performance of such supervision or assistance to do such work as is reasonably necessary for such purpose.

**Section C. Operation of Vehicles in Revenue Service.** No employee of the Maintenance Department shall drive a bus in revenue service.

**Section D. Breaks.** In the Maintenance Department, each shift shall be divided, approximately half way, by an unpaid lunch period of 30 minutes. In addition, two break or rest periods of 10 minutes each will be allowed during each shift. The last ten minutes of each shift may be a personal clean-up period.

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**Section E. Tools & Equipment.** The Authority will furnish all required special tools and basic safety equipment.

1. Mechanics – Annually the Authority will reimburse qualified mechanics for the purchase of up to three hundred dollars (\$300.00), effective 1/1/04, three hundred twenty five dollars (\$325.00) effective 1/1/05, and three hundred fifty dollars (\$350.00), effective 1/1/06, for any combination of approved tools, safety shoes, and or prescription safety glasses. The Tire Person will be entitled to seventy-five (75) % of the above amounts.
2. Yard Persons / Janitors – Annually the Authority will reimburse qualified Yard Persons or Janitors for the purchase of up to one hundred sixty five dollars (\$165.00), effective 1/1/04, for any combination of approved rain gear, safety shoes, and or prescription safety glasses.

In order to qualify for reimbursement, each employee must provide the Authority with a receipt, and may, at the Authority's discretion, be required to present the item for inspection. Employees shall endeavor to keep their tools and boxes secured at all times. The Authority shall provide mechanics with a secure area in which tools can be kept while the mechanics are not on duty. In case of catastrophic loss (destruction of building, flood, wholesale theft, looting, etc.), the Authority shall reimburse each mechanic up to \$3,000 for all tools and toolboxes lost. In addition, Maintenance employees will be reimbursed for all tools lost as a result of theft resulting from a break-in to the premises. An employee's tool inventory must be on file and updated semi-annually for this provision to be applicable.

**Section F. Work Clothes.** Work clothes will be provided in accordance with an agreement with a uniform company. The Authority will pay the entire cost of laundering and servicing work clothes for each employee. The items included in the uniform set are as follows:

Eleven (11) trousers  
Eleven (11) shirts  
Five (5) coveralls  
Two (2) jackets  
One (1) vest

Employees may, at their option, substitute short-sleeved shirts for all or part of the long sleeved shirt allowance.

**Section G. Higher Classification Work Assignments.** In the Maintenance Department, assignment of work within a higher classification to an employee in a lower classification for a period greater than 30 minutes in any workday shall require payment to such employee at the rate of the higher classification effective for the period of such assignment.

**Section H. Bids.** There shall be two bids for bargaining Unit maintenance employees each year, in April and October. At the Authority's discretion, additional bids may be held.

**ARTICLE 18**

**Disabled Employees**

**Section A. Americans with Disabilities Act.** Any member of the Bargaining Unit who becomes disabled will receive the full protection of the Americans with Disabilities Act.

**Section B. Wages.** Employees whose ADA protection involves job restructuring will be paid an hourly wage consistent with their ability to perform tasks included in the job that has been restructured and the length of time required for such performance. The wage rate shall be established by the Authority after consultation with the Union and shall be subject to arbitration.

**ARTICLE 19**

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**Work Rules, Operating Rules & Employee Discipline**

**Section A. Work Rules.** Work rules and operating rules will be promulgated by the Authority and copies will be posted on the bulletin board in the garage and additional copies will be furnished to each member of the Union. All new employees, upon being hired will be furnished a copy of this Agreement and a copy of the work rules and operating rules.

Further copies will be available for the Union as may be reasonably requested. These rules will be established for the efficient and expeditious operation of the Authority business and in order to clarify the obligations of employees. Changes in Work Rules or Operating Rules will be discussed with the Union before being distributed by the Authority to the employees.

1. Loss of work time because of violation of work rules relieves the Authority of obligation under the guarantee relating to a minimum of eight (8) hours pay per day and forty (40) hours per week for the days and weeks affected by lost time.
2. The Authority shall have the right to discharge or otherwise discipline any employee for proper cause. Warning, suspension or discharge on a complaint of a passenger or other person not connected with the Authority will be made only after the accused employee has been called to the office by the supervisor or any other member of management and investigation has been made by the Authority. When an employee is so summoned to the office to answer charges, such employee shall answer such specific charges only, and may bring with him or her a representative of the Union, if so desired. Any employee suspended, which right the Authority specifically reserves, who upon full investigation by the authority, is proven not guilty of the charges preferred shall be reinstated to his former position and rating and shall be paid for all lost time. Such investigation is to be made with the full cooperation and assistance of the Union and its members, as well as the particular employee involved. Acquittal of an employee on a charge of a criminal act alleged to have occurred during the course of Authority employment does not necessarily mean reinstatement. Proof of guilt by a preponderance of the evidence is sufficient for disciplinary action.
3. When a complaint is made by a passenger or other person not connected with the Authority against a Bus Operator, the Bus Operator will not be disciplined until called to the office and an investigation made. The President/Business Agent or designee and a designated Company official will meet to discuss the merits of the complaint.
4. In each case in which the Authority discharges, suspends, or otherwise disciplines an employee or makes adverse entries in his service record, the employee will be given a written statement within five (5) office working days after such Authority action of the precise charges against him and the action taken, and a copy thereof will be simultaneously furnished to the Union, notice thereof shall be given to the Union and the Authority shall give notice to the employee and the Union of its finding and discipline, if any, resulting from such investigation. Such notice, or notice of any change in the Authority's action, shall be sent not later than fifteen (15) calendar days from the original date of suspension, unless there are reasonable grounds for a longer period of investigation, such as awaiting decision of law enforcement authorities. In the event the reasonable disciplinary action taken by the Authority is less than the period of suspension pending investigation, the employee shall be paid for time lost from work which was greater than time provided in the disciplinary action. If an employee makes a statement to the Company in the course of an investigation for purposes of disciplinary action against such employee, he shall be given a copy of that statement, and a copy sent to the Union.
5. Any employee who has been absent from work for any reason, approved or not, with no established time for return to work,(except for extended leave), must inform the Authority not later than 12:00 p.m. of the day preceding the planned time of return, otherwise the authority is under no obligation to furnish work or pay for the day of return and the Authority is relieved of its guarantee of an eight (8) hour day and forty (40) hour week, as the guarantee would otherwise be affected by such unannounced return.

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6. In Article 2 of this Agreement the Authority released its right or power to conduct a lockout or work reduction in connection with contract negotiations and labor relations and the Union similarly released its right or power to strike, slowdown or interfere with normal work schedules. Members of the Union who cease work, engage in slowdown or picketing of Authority premises or operation during the term of this Agreement and its extensions, with or without Union approval, are in violation of this Agreement and of the work rules and may be disciplined thereunder.
7. Progressive Discipline – The Authority will follow the principles of progressive discipline, as referenced within the Operators Rulebook. A copy of all disciplinary actions shall be forwarded to the Union.
8. Serious Offences – There are certain serious offences(see Work Rules for details) that will result in immediate suspension or discharge. Employees who feel they have been unjustly or improperly disciplined or discharged may avail themselves of the grievance and arbitration procedures as outlined in Article 20 of this agreement.

**Section B. Attendance Program.** Certain attendance-related infractions of the Authority's work rules and the progressive discipline they will result in are discussed here, to emphasize the importance to the Authority of this category of infractions. Unexcused absences from work and other failures to perform a scheduled day's work are discussed in this section, and their specifics and definitions are listed below. This Attendance Policy shall be construed as complying in all respects with the Federal Family/Medical Leave Act (FMLA). In the event that all or any portion of this policy is determined by any court, or the U.S. Department of Labor, to be in violation of FMLA, the parties shall negotiate an entire new policy or revise, modify, edit, or otherwise change the offending provisions, as the circumstances warrant, to bring the policy within compliance with FMLA.

Violations: The following are the infractions of the Authority's Attendance Program which will count against bargaining unit employees:

- Unpaid sick absences
- Personal business
- Unexcused absence.
- No Call/No Show.
- Late for Operators or Maintenance employees.
- Failure to make Extended Leave Report

Definitions: Absences shall be classified into two categories: Excused or Unexcused. An excused absence is defined as all time granted by this agreement: vacation, paid holidays, sick pay, paid bereavement, jury or witness duty, military service and approved leave of absence). Other excused absences shall include time off granted by the dispatcher due to level of activity, on the job injury, weather emergencies, and unavoidable accidents. An unexcused absence is defined as each instance where an employee misses more than half of his or her assigned daily work. In the event that an employee misses half or less of his/her assigned daily work he/she shall be charged with half an absence. Such unexcused absence shall include; non-work related personal illness or injury, personal business or any other absence not defined above. An occurrence is defined as any consecutive number of hours or days. For example, 4 hours of personal business would be considered 1 occurrence, and 5 consecutive sick days would be considered 1 occurrence.

Doctor slips will not be used to mitigate a sick absence; however, a doctor's slip may be required by the company to return from an absence of three (3) days or longer.

Sick Reports: An employee who notifies the Authority, at least thirty (30) minutes before their scheduled report time, that they are sick, (and who is qualified to use their paid sick leave), will not be charged with an occurrence.

An employee who notifies the Authority, less than thirty (30) minutes before their scheduled report time, that they are sick, (and who is qualified to use their paid sick leave), will be charged one-half (1/2) an occurrence regardless of whether or not sick time is paid to the employee.

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If the employee has no available sick day balance, the employee will be charged a full occurrence.

Late Reports: All employees are expected to report for duty at the proper time and at the proper place at which their assigned duties are scheduled to begin. Due to the "On-Time" nature of the Public Transit Industry, Operator punctuality is extremely important.

Operators:

- An Operator who reports to work after their scheduled report time, but before their scheduled pull-out time, (is able to make pull out) shall be charged one-half (1/2) an occurrence.
- An Operator who does not report to work before their scheduled pull-out time ("a miss") shall be charged one (1) occurrence. The Operator may or may not be offered work, depending upon the Authority's needs at that time.
- An Operator who notifies the Authority, before their report time, that they are going to be late, and is able to report to work within two (2) hours of their scheduled report time, will be allowed to work. This Operator shall be charged one-half (1/2) an occurrence and will generally be placed back on their regular assignment, or may be assigned to the foot of the extra board.
- An Operator who notifies the Authority within one hour after their report time and is able to report to work within two (2) hours of their scheduled report time, may or may not be offered work, depending upon the Authority's needs at that time. This Operator shall be charged one-half (1/2) an occurrence.
- In all cases, an Operator who starts work late will only be paid for actual time worked that day and give up their forty (40) hour guarantee for the pay week.

Maintenance Employees:

- Any Maintenance Department employee who reports from within five (5) minutes after their report time will not be charged with an occurrence. However any employee with three such incidents within any thirty day period shall be charged one half (1/2) an occurrence.
- Any Maintenance Department employee who does not call, but reports to work from six (6) to thirty (30) minutes after their report time shall be charged one half (1/2) an occurrence.
- A Maintenance Department employee who notifies the Authority, before their report time, that they are going to be late, and is able to report to work within two (2) hours of their scheduled report time, will be allowed to work. This employee shall be charged one half (1/2) an occurrence.
- If the Maintenance Department employee cannot report within two (2) hours after their shift start, they will be charged one (1) occurrence, and may or may not be allowed to work, depending upon the Authority's needs at that time.
- In all cases, a Maintenance Department employee who starts work late will only be paid for actual time worked that day and give up their forty (40) hour guarantee for the pay week.

No Call/No Show – Any employee, in either department, who does not call or report within one (1) hour of shift start without a valid excuse will be considered a "no call – no show" and will be charged with one (1) occurrence. Two such occurrences in any six-month period will also result in a one-day suspension, to be imposed at the Company's discretion within the following two weeks.

These rules also apply to any employee who is scheduled to perform work beyond their regular schedule and does not report by the specified time.

If a Bus Operator reports on time for his or her schedule and that schedule is delayed through no fault of the employee, he/she will be paid from the regular starting time. If a Bus Operator does not report on time, he/she shall be paid only from the time work actually began if the Authority wants the Bus Operator to work.

Extended Leave Requirement – (Disability, Workers' Compensation). Any Bargaining-Unit employee out on extended leave such as disability, workers' compensation, or medical leave of absence (more than five (5) consecutive work days of absence for medical reasons) shall be required to call either the De-

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partment Manager or Director once a week to give the status of his/her leave. If the leave is known in advance to be longer than ten (10) days, the call-in requirement will be once a month. It will be necessary to speak with, not leave messages for, either Director. Any week such employee does not report, he/she will be called at home and required to come in for a conference with the appropriate Department Head. Failure to report or inability to reach will be counted as a violation.

Excused Absences

- Paid Sick Days
- Vacation
- Holidays
- Personal Days
- Bereavement, whether paid or approved unpaid extension
- Worker's Compensation
- Short-Term Disability
- Jury Duty
- Union Business/ Military Duty
- Suspension due to discipline
- Any leave covered by FMLA
- Any other approved leave of absence, paid or unpaid.

After the signing of the agreement, all employee attendance records will be reviewed to remove any paid sick days previously counted as violations. In the event that any employee is unduly harmed by this provision, management and labor will review each one on a case-by-case basis.

Discipline:

1. When an employee incurs six occurrences in a six-month period, the employee will enter the Authority's absenteeism program. (Only those occurrences during the six months prior to the current violation will be considered in placing an employee in the program. This is a sliding six-month period.) The employee will be "locked in" for the purpose of reviewing attendance records for the six-month period following the date of the lock-in. The employee will be notified by means of a "lock-in" letter, and offered the opportunity to review the occurrences that led to the lock-in. The employee may meet with an Authority representative (and a Union representative, if the employee so wishes), to review the employee's entire record, at which time he/she shall have the opportunity to prove to management that the he/she should not enter the program. During the lock-in period, counseling may include trying to identify possible solutions, when appropriate. However, it will be up to the employee to correct the problem.
2. If an employee incurs another occurrence within six months of the lock-in, he/she will be issued a written final warning. At that time, the employee will have the opportunity to meet with an Authority representative (and a Union representative, if the employee so wishes), to review the occurrence. and have the opportunity to prove to management that discipline should not be imposed.
3. If an employee incurs a second violation within six months of the lock-in, the employee will be subject to termination after a final hearing.
4. If the employee completes the six-month lock-in period without incurring two additional violations, he or she will be released from the program. However, any violations incurred during the program will count toward the employee's next enrollment in the program, under Paragraph A above.

**Section C. Perfect Attendance Bonus.** For perfect attendance, \$300 per year – Jury Duty, Funeral Leave (Attendance Required), Military Leave, Holidays and Vacations counted as days worked. Effective January 1, 2005, the year runs January 1 through December 31. (Perfect attendance for the period

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May 1 – December 31 ,2004 will receive a \$200 bonus.) It is agreed that absences excused under FMLA shall not be counted as days worked.

**ARTICLE 20**

**Grievance Procedure and Arbitration**

**Section A. Grievance Steps.** Any dispute or controversy between the Authority and an employee covered by this Agreement, or between the Authority and the Union, regarding the application or interpretation of any of the provisions of this Agreement, shall constitute a grievance. All grievances shall be settled in accordance with the following:

- **Step 1** Oral discussion between the parties involved in the grievance, and if necessary the *immediate* supervisor of those involved in the grievance.
- **Step 2** If the oral grievance is not resolved between the Parties within three (3) working days after the oral discussion has occurred, it may be submitted in writing to the Chief Operating Officer. At a minimum the grievance letter should include the date of the perceived violation, the name of the parties involved, the contract violation cited, the history or circumstances that led up to the perceived violation and the remedy the union is looking for to resolve the matter. No grievance shall be processed in Step 2 or thereafter unless it has been so reduced to writing and presented to the Chief Operating Officer within fifteen (15) calendar days of the incident complained of in the written grievance. The Chief Operating Officer shall give his/her written response to said grievance to the Union representative within one (1) calendar week after receiving such written and dated grievance. The response will contain either a denial of the grievance or an acceptance of the grievance, or will set a date for a hearing within 30 calendar days. Should he fail to respond, the grievance shall be deemed to be resolved in favor of the employee. The COO may request a meeting with the Union President or his designee to discuss the merits of this case and may or may not request that the aggrieved employee be present at this meeting. The employee may request to be present at Step 2, but may not be paid for more than thirty minutes for that attendance. In any case, if this meeting is held, it will be taped. This meeting should be scheduled during normal working hours to minimize any payments that may need to be made for the union representative or employee to attend the grievance meeting.
- **Step 3** If no satisfactory settlement of the grievance is reached in Step 2, the grievance may be referred to Step 3 by notice given in writing by the Union within one (1) calendar week after the COO has given his written answer. If written notice is not given within one (1) calendar week, the decision of the COO shall be final. The grievance will be considered at a meeting with the Chief Executive Officer. The grievance meeting will be held within thirty (30) calendar days. If the Parties are unable to agree as to the time of such meeting, the Authority shall establish a time and give the Union reasonable notice thereof. If the Step 3 meeting is not held within 30 calendar days, the grievance shall be deemed to be resolved in favor of the employee. The CEO shall render a decision in writing within two calendar weeks of the Step 3 meeting and a failure to do so shall be deemed to resolve the grievance in favor of the employee. The CEO may request that the aggrieved employee be present at this meeting. This meeting should be scheduled during normal working hours to minimize any payments that may need to be made for the union representative or employee to attend the grievance meeting.
- **Step 4** If the Union does not accept the decision of the Authority in Step 3, the Union (not the grievant) may request arbitration by giving written notice to the American Arbitration Association at its Connecticut office and to the Authority requesting the appointment of an arbitrator. The appointment of an arbitrator and the arbitration shall be conducted under the then applicable Labor Arbitration Rules and Procedures of the American Arbitration Association. If such request is not made within forty days of the date of the Authority decision, the grievance shall be considered settled on the basis of the answer given by the Authority in Step 3. The decision of the Arbitrator shall be final and binding upon the Parties. Each grievance shall be separately processed in any arbitration proceeding under this Article, unless multiple grievances involve

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similar questions of fact or law or the parties agree to have multiple grievances heard. The Arbitrator's authority shall be limited to interpreting and applying the provisions of the Agreement and shall have no power to add, subtract or modify any of the provisions of this Agreement.

**Note:** In the event the expiration date of any period of time limitation provided in Steps 1 through 4 above is on a Saturday or on one of the regular scheduled holidays herein provided, such time limitation is extended for a period of 48 hours commencing at 12 o'clock noon on the first regular working day.

**Section B. Extensions & Arbitrator Selection**

1. The time limitations provided in Section A of this Article may be extended only in writing signed by both parties.
2. The Parties by written agreement may adopt for any arbitration a procedure where each of the parties appoints one arbitrator (to be paid by such appointing party) and the two so chosen pick a third arbitrator and, failing to agree, either or both of those appointed may request the American Arbitration Association to appoint such third arbitrator. Under such a procedure the two arbitrators chosen by the parties may by agreement establish their own time limitations and, failing to agree, either arbitrator may request an appointment of a third arbitrator by and in accordance with the procedures established by the American Arbitration Association. This procedure shall be used for interest arbitration.

**Section C. Fees & Expenses.** Fees and expenses of the Arbitrator shall be shared equally by the Parties.

**Section D. Statement of Issue.** If the parties cannot agree on a statement of issue, the Arbitrator may create the statement of issue by reviewing the written documents of the grievance procedure.

**Section E. Notice.** Where communications or notices are required or desired to be sent by one party of this Agreement to the other, they shall be sent in writing by certified or registered mail, return receipt requested, to the parties at the addresses set forth below or at such place as a party shall indicate in a notice in conformity with this provision:

1. Chief Executive Officer  
Greater Bridgeport Transit Authority,  
One Cross Street  
Bridgeport, CT 06610.
2. President/Business Agent  
Amalgamated Transit Union, A.F.L.-C.I.O., C.L.C., Local Union 1336  
955 Connecticut Avenue, Unit 1227  
Bridgeport, CT 06607.

**ARTICLE 21**

**Safety and Accidents**

**Section A. Safety.** The Union recognizes that accident prevention work is of primary importance to the operation of the Authority's system and that safety programs, safety meetings, and general accident prevention work is mutually beneficial. The Authority and the Union will encourage employees to cooperate in such safety work and urge them to attend all safety meetings held and conducted by or for the Authority and to take an active part and interest in accident prevention work. Mandatory safety meetings will be paid at the applicable wage rate.

The Authority and the Union will comply with all safety rules and regulations promulgated by member municipalities, the State of Connecticut and the Federal Government.

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**Section B. Accident/Incident Procedures and Discipline.** All accidents/incidents, however slight caused by or occurring on or near one of the Authority's vehicles including, but not limited to, any unusual occurrence such as a disturbance by passenger(s), or slip and fall accidents after alighting from our vehicle shall be reported immediately to the dispatcher by radio and or telephone. Employees will typically complete a written report of an accident or incident to the Authority by the end of their shift and at the garage facility. Employees will be paid for completing the report, under the pay provisions of Article 15, for the time required to complete to report, up to a total of thirty (30) minutes, unless extended by the supervisor. Where circumstances warrant, and a supervisor gives approval, up to 24 hours may elapse prior to the submission of the written report.

In reviewing an employee's overall driving record, the Authority will use on-board evaluations, and the employee's record of citations and passenger and vehicle accidents, if any. Safety is of paramount importance and the development and retention of safe driving habits cannot be overstated.

**Section C. Accident Review/Discipline.** See Work Rule Book.

**Section D. Driving Time.** No operator may drive for more than twelve hours straight. If the operator takes further work that day, he or she must have a break of one hour or more. Thereafter, the workday can be a maximum of fifteen hours. After having been held for work or having worked for a period of 15 hours, a Bus Operator will be allowed a minimum of 8 hours off before being required to report for work.

The Parties agree that Memoranda of Understanding (MoU's) will be used to make any amendments to this Bargaining Unit Agreement after the date of the signatures below and any future contract agreement. No provision not in this Agreement shall have any force unless included in a subsequent MoU.

Agreed to and signed as of this 21<sup>st</sup> day of May, 2004.

THE GREATER BRIDGEPORT TRANSIT AUTHORITY

By: /s/Jeffery J. O'Keefe  
Jeffery J. O'Keefe  
Its duly authorized Chief Executive Officer

/s/Steven L. Thoms  
Witness

THE AMALGAMATED TRANSIT UNION, LOCAL 1336

By: /s/Robert L. Dawkins  
Robert L. Dawkins  
Its duly authorized President & Business Agent

/s/Joel Mellitz  
Witness

**NOTE:** There are 13(c) Agreements of August 1978 and April 1979 between the Parties which may be used in interpreting the provisions of this Agreement, but which are too lengthy for inclusion in this printed book. All of such 13(c) Agreements are available for review at the offices of both the Authority and Local Union.

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