



*****ADDENDUM TWO*****

**RFP to Provide Management Services
For Both Fixed Route and Demand Response Services
September 29, 2022**

The following are answers to questions raised after the issuance of Addendum 1:

1. What is the official start date? *The contract will begin on January 1, 2023, due to the holiday service will actually start on January 2, 2023.*
2. Please provide vehicle count by type of service? *40 Fixed Route Buses, 70 Demand Response/MicroTransit Vehicles*
3. Please confirm GATRA pays for all fuel? *Under this contract GATRA will pay for fuel*
4. Please provide a list of current DBE vendors, and dollar amounts committed to each DBE firm. *GATRA does not pre-select DBE vendors and do not maintain a list of such. The Commonwealth maintains the certification list of vendors.*
5. Amendment 1 lists the agency DBE goal of 5.9%, but does not list the total dollar amount the 5.9% is derived from. Please provide. *The 5.9% goal is GATRA's overall goal, we encourage proposers to utilize DBEs to help GATRA achieve this but do not require a goal for this contract.*
6. Please provide ratified copies of the current Union Collective Bargaining Agreements for this RFP. *Attached*
7. Please confirm the GM and the AGM are part of the management team. *The current General Manager and Assistant General Manager are employees of the contracted management company, please propose candidates for these positions as part of your proposal.*
8. Is the current the sub corporation assumed by the new vendor or do costs associated with need to be built into the bid model? *PTM of Attleboro, Inc. is a subsidiary of TransDev and is not under GATRA's control, the cost can be built into the proposer's management fee if desired.*

9. Are financial statements required to be included with proposals? Yes
10. Would GATRA consider extending the deadline to at least one week after final answers to questions are released to allow all proposers adequate time to incorporate changes into their bids? *If questions are received prior to the deadline that we feel justify an extension we will issue one at that time.*
11. Please confirm the number of subsidiary corporations currently used by Professional Transit Management, Inc. Please clarify which services are operated by each subsidiary corporation and the number of employees in each. *Professional Transit Management, Inc. has a management contract for fixed route and demand response services in the Attleboro/Taunton, Plymouth, and Wareham services areas, they also operate one microtransit service, GATRA Go Coastline, in the Town of Plymouth. The number of employees who are employed by Professional Transit Management, Inc. are listed in the RFP. GATRA has separate contracts with two operating companies, Bill's Taxi Service and Kiessling Transit, to operate the remaining services as follows:*
- Bill's Taxi – Scituate Loop, GATRA Go Connect, and GATRA Go Explore*
Kiessling Transit – GATRA Go United
12. Please confirm if there is a defined benefit retirement plan (pension) for either or both the represented and non-represented employees. If a pension exists, please confirm GATRA is named as sponsor in the trust agreement(s). *Any benefit plans would be negotiated between the employer and their employees, required benefits are listed in the contractor's union contracts as attached.*
13. Please provide vendor and product names for the technology platforms provided by GATRA for use by the contractor to deliver service. Tech solutions are often provided to aid in paratransit scheduling, dispatching/AVL, and maintenance management. *GATRA has RTA Fleet for its' maintenance software and recently acquired Equans for AVL which will be going live early 2023. Currently we are utilizing PTMS for demand response scheduling, as well as Spare and TransLoc for MicroTransit dispatching. GATRA is in the process of procuring dispatch software for its demand response and microtransit services, and plans to deploy the selected software in early 2023.*
14. The RFP introduction states, "The contract between GATRA and the selected management firm will provide for reimbursement of all approved operating costs, plus a management fee." Will the contractor be required to cover operating expenses and seek reimbursement from GATRA? Yes

AGREEMENT

BETWEEN

PROFESSIONAL TRANSIT
MANAGEMENT OF ATTLEBORO



OF ATTLEBORO

AND

A.T.U. LOCAL #1547



December 8, 2019

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July

**AGREEMENT
BETWEEN
PTMA
And
A.T.U. Local #1547**

Agreement entered into this 8th day of December, 2019 to be effective by and between Professional Transit Management of Attleboro (PTMA), its successors and assigns (hereafter called the "Company") and Local 1547 of the Amalgamated Transit Union (hereafter called the "Union"). Professional Transit Management of Attleboro is a for profit business incorporated within the Commonwealth of Massachusetts under contract to provide the management services for the Greater Attleboro-Taunton Regional Transit Authority (GATRA). The Company provides the employees and management to operate and maintain GATRA's fixed route and Dial-A-Ride public transit system in the Attleboro-Taunton areas.

WITNESSETH

That the purpose and intent of this Agreement is to provide a working understanding between members of the Union in the employ of the Company and the Company each through its duly accredited officers; to provide good working conditions for said members and to properly protect the interest of the Company.

PART I - GENERAL PROVISIONS

ARTICLE 1 – UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive representative for the positions as identified in the National Labor Relations Board Certification of election held January 14, 1999, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, with the exception of the Inventory Parts position.

ARTICLE 2 – UNION SECURITY

- a) All employees covered by this agreement on the date of execution who are members of the union shall be required as a condition of continued employment to retain their membership in the union for the duration of this Agreement. Employees covered by this agreement who are not members of the union on the date of execution shall be required as a condition of continued employment to become and remain members of the union on the thirtieth day following such execution. All new employees covered by this agreement and hired after its execution shall become and remain members of the union immediately upon completion of their probationary period. The obligation to become and remain a member of the union is defined as the duty to tender the periodic dues and the initiation fees uniformly required as a condition of retaining membership in the union. A member of the union suspended from work by the company at the union's request for non-tender of periodic dues and initiation fees and not reinstated within six months, shall start at the foot of the seniority list if he/she subsequently returns to work after that time.

- b) Check off: Payroll deduction of union dues, assessments, and COPE will be made by the Company upon written authorization by the employees covered by this collective bargaining agreement. Dues, assessments, and Cope that are deducted from the employee's pay will be sent to the Union by the 15th day of the following month.
- c) Any employee who does not desire to become or remain a member of the Union, and who has given notice to that effect to the Company and the Union shall pay to the Union each month their proportionate share (fair share) of the cost of the collective bargaining process. The Union shall certify to the Company the amount of the fair share fee.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as there is contained in the Agreement an express provision limiting the rights or discretion of the Company, all rights, functions and prerogatives of the management of the Company formerly exercised or exercisable by the Company remain vested exclusively in the Company management. Without limiting the generality of the foregoing, the Company reserves to itself the right to manage its business; to decide the number and location of its places of business; to decide all equipment and tools to be used; to decide the method and manner of operation to determine hours, schedules and assignments of work and work tasks, to determine the starting and quitting times; to require reasonable overtime; to maintain order and efficiency in its operations; to hire, layoff, transfer and promote employees; to determine the qualifications and competency of employees; to require reasonable standards of performance; to direct the workforce; to determine and reevaluate job content; to make and enforce such reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of its business; to discipline, demote and discharge employees for just cause.

ARTICLE 4 – GRIEVANCE PROCEDURE

The purpose of this provision is to establish a procedure for the settlement of any grievance between an employee and the Company based upon provisions contained within the contract.

An employee who feels unjustly treated or accused by an order or direction to perform a task from a supervisor/manager shall not refuse to perform the task, but shall perform the task and then submit a grievance for resolution. Otherwise, a refusal may be grounds for discharge.

In the event an employee has been suspended or discharged and such employee believes they have been dealt with unjustly, such suspension or discharge shall constitute a case arising under the method of adjusting grievances herein provided.

Employees being suspended shall serve the suspension upon completion of the investigation prior to the grievance procedure. However, this does not preclude management's ability to remove from revenue service for the purposes of training, retraining and or refresher training.

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STEPS OF THE GRIEVANCE PROCEDURE ARE AS FOLLOWS:

- 1) An aggrieved employee, with or without Union representation, shall take the grievance to his department head within seven (7) days after the circumstances giving rise to the grievance first occurred. The grievance shall be in writing. The department head shall give his answer within seven (7) days. The answer shall be in writing. Saturdays, Sundays and Holidays shall not be calculated as days counted in any of the steps.
- 2) If a satisfactory adjustment is not reached with the Department Head the Union shall reduce the grievance to writing and present it to the General Manager or his/her designee within ten (10) days after receipt of the answer in Step 1. A meeting of the Company and Union representatives will be held within ten (10) days after receipt of the grievance, unless otherwise mutually agreed to extend the time limit. A written decision by the General Manager or his/her designee shall be rendered within ten (10) days after said meeting is completed.
- 3) If settlement is not reached in Step 2, either party may by written notice to the other party submit the grievance to arbitration. The grievance shall be filed with the American Arbitration Association within thirty (30) working days of the date of the Company's Step 2 decision. The Company's Step 2 decision shall be sent to the Union President by email or fax, or time-stamped with receipt acknowledged by a Union official. The Board of Arbitration shall consist of one arbitrator mutually selected by the Company and Union. The process of selection shall be processed pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be submitted in writing to the Company and Union and shall be binding upon both parties during the term of this Agreement, except that the arbitrator shall have no authority to add to, subtract from, modify, change or disregard any of the terms or provisions of this Agreement. Each party shall pay the fees and other charges equally, to process the grievance through the American Arbitration Association, including the fees and other charges of the Arbitrator.. By mutual consent the parties to this agreement can use expedited arbitration to settle grievances. The Union will request a list of nine (9) arbitrators from the American Arbitration Association when it files for arbitration. The parties will then strike from the panel until, there is a single arbitrator. The parties will alternate the striking process with the Union striking first. If the parties do not mutually agree to continue to follow the language above, after it has been in effect for one year after the signing of the agreement, then the process of selection shall be processed pursuant to the rules and procedures of the American Arbitration association.
- 4) A grievance must be referred to the next step as provided or the grievance will be considered settled on the basis of the last answer given. A grievance once settled at one of the steps shall be considered closed and it shall not thereafter be subject to the grievance procedure.

ARTICLE 5 – SENIORITY



Section 1.

- a. Seniority means length of continuous service with the Company and its predecessor company(s).
- b. Employees may change from part time to full time or full time to part time status when there is an opening within their current department (fixed route or dial-a-ride) or if there is expressed interest in full and part time moves within the same department that will create a corresponding opening.
 - i. Employees may change status one time during this contract term.
 - ii. Employees changing status will retain their company seniority date for all purposes including job bidding and vacation choices.
 - iii. Employees changing status shall be eligible for benefits based on their new full or part time status.
- c. Employees who switch departments shall go to the bottom of the seniority list in the new department, but will maintain Company-wide seniority for the purpose of vacation choices. Seniority shall prevail throughout all Articles of the Agreement unless otherwise provided in any separate article.

Section 2. Open work is defined as any piece of work that the company is aware is open one or more days in advance.

Sick calls are absences that the Company is made aware of on the same day of revenue service or after 5:00 PM the day prior to revenue service.

Section 3. Protects

- a) Operators must be licensed and qualified to bid into the job designation of Protect.
 - b) Each transit bid will have a minimum of two protects.
 - c) The job designation of Protect may include DAR and Transit operators
 - d) All work chosen by Protect operators will be strictly by seniority subject to the following paragraphs.
 - e) When the Company is made aware of an open run, Protect operators will be offered the entire piece of work by seniority order then assigned in reverse seniority order.
 - f) Once the Protect operators have chosen their work for the day, covering all sick calls and any open work that they are eligible to cover, the remaining open work will then be offered by seniority.
 - a. If work still remains uncovered after the Protect's shift, it may be broken up at the discretion of the company and will be assigned to any Protect who has not been assigned eight hours of driving time for the day.
 - b. If work still remains uncovered it may be broken up at the Company's discretion and assigned in reverse seniority order by department first.
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Section 4. Spares

- a) Operators must be licensed and qualified to bid into the job designation of Spare.
- b) The job designation of Spare may include DAR and Transit operators.
- c) All work chosen by spare operators will be chosen strictly by seniority subject to the following paragraphs.
- d) Spare operators must first choose a full week's open full-time work due to vacancy or vacation.
- e) If the available spare work consists of more full time transit work than Dial A Ride work, the Transit Spares must choose the open transit runs first to ensure that no transit piece is left open before the selection of Dial A Ride work will be permitted.
- f) If there is no such open work for the following week, the Spare operator will be assigned a minimum of forty hours work over a five day period for the week from the available open shifts. The employee may be required to perform work that will not interfere with their regular scheduled work. Any additional hour(s) shall be continuous. The additional hours shall be added prior to the start of the regularly scheduled run, unless the run begins before 7:00 AM, in which case they shall be added after the run.
- g) For any day or days with no such open work for the following week, the Spare operator will take the position of a Protect operator, with start time to be scheduled on Thursday of the prior week, and choose work on a daily basis by seniority for that day or days.
- h) Work will be issued weekly by Thursday at 1:00 PM to the Spare selecting first. Once the Spare has received the work available for selection they will have no later than 10 minutes to select, at which time the Spare will have forfeited their ability to select until after the next Spare has made their selection. Once a Spare has been issued the available work they have 10 minutes to make their selection.

Section 5. Floaters

- a) Operators must be licensed and qualified to bid into the job designation of floater.
- b) Each bid will have a maximum of 2 Floaters for Transit.
- c) The job designation of floater may include DAR and Transit operators.
- d) Floaters will choose remaining open work by seniority and be used to cover known open work the day before after the normal call out procedure is completed.
- e) Floaters will be contacted no later than 5:00 PM the day before and will be given their choice of work, if more than one piece is available the day before.
- f) Floaters will be given their days off no later than 2:00 PM on the Friday prior to the work-week. Floater A will be guaranteed Saturday and Sunday off each week.
- g) In any bid that has 2 Floaters the additional Floater will fall under the Floater B policy as outlined below.
- h) Floater B may have varying hours and days off week to week but guaranteed their 40 hours, and not scheduled for more than 8 hours a day unless the work piece requires more than 8 hours.

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- i) For any day or days with no such open work for the following day the Floater(s) operator(s) will take the position of a Protect operator and the start and end time of the shift will be scheduled to coincide with a current route. When a Floater assumes the Protect position any available work will be chosen strictly by seniority.

Section 6. Call out Procedure

- a) All daily work known to be open in advance will be offered by seniority to all eligible drivers who sign up on the overtime list by the cutoff time one or more days in advance.
- b) Call out will begin at 11:00 AM Monday – Friday and 10:00 AM on Fridays when providing service on Sunday. When the office is closed due to a holiday, the assignments will be made one day earlier.
- Monday – fill work for Tuesday
 - Tuesday – fill work for Wednesday
 - Wednesday – fill work for Thursday
 - Thursday – fill work for Friday
 - Friday – fill work for Saturday, Sunday, and Monday
- c) Drivers on the overtime list will be asked if they are interested in a whole shift (if eligible) or partial shift. Work will be exhausted in each department first, after calling day off Drivers in both departments.
- d) When work becomes available after the call out has started, work will be called out from where the overtime list ended and offered to those remaining on the overtime list when the work became available.
- e) Operators must provide one dedicated phone number to the company to be used as the sole number to contact them for the purpose of the callout procedure. It is the operator's responsibility to be available at the designated number.
- f) The company will attempt to fill all known open work that becomes available before 5:00 PM the day before unless deemed an emergency. When work becomes available after 5:00 PM for the following day it will not be called out unless deemed an emergency but will be filled the next work day by a protect operator or the call-out procedure as outlined.
- g) Operators will be allowed no more than 10 minutes to respond to a call/text/message from the Company.
- h) If the operator is not reached by radio while working then he/she will be contacted by phone. If the operator is on break, he/she must be able to be contacted by radio or phone during the call-out procedure.
- i) An operator who does not respond within 10 minutes of being contacted by the company will forfeit his /her turn and the procedure will continue down the overtime list.

Section 7. Open Dial-A-Ride work known to be open one or more days in advance shall be offered as follows:

- a) Full time day off Dial-A-Ride operators
- b) Full time day on Dial-A-Ride operators
- c) Part time day off Dial-A-Ride operators
- d) Part-time day on Dial-A-Ride operators
- e) Full time day off Transit operators
- f) Full time day on Transit operators
- g) Part time day off Transit operators
- h) Part time day on Transit Operators
- i) Probationary Dial-a-Ride Operators may be used at the Company's discretion after a through h are offered work.

Section 8. Open transit work known to be open one or more days in advance shall be offered as follows:

- a) Full time day off Transit operators
- b) Full time day on Transit operators
- c) Part time day off Transit operators
- d) Part time day on Transit operators
- e) Full time day off cross trained Dial-A-Ride operator
- f) Full time day on cross trained Dial-A-Ride operators
- g) Part time day off cross trained Dial-A-Ride operators
- h) Part time day on cross trained Dial-A-Ride operator
- i) Probationary Transit Operators may be used at the Company's discretion after a through h are offered work.

Cross trained DAR employees or cross trained DAR Protects/Spares cannot be forced to do transit work. However, if they accept transit work for a day, they may be forced for work for that day by seniority. All cross trained DAR employees regardless of classification are exempt from the assigning of transit work in reverse order unless transit work is accepted.

Section 9.

- a) Any remaining work that cannot be filled by the above procedures will then be broken into pieces at the discretion of the Company and offered by seniority to operators who can meet the driving obligations of the work and have signed the overtime list.
- b) Any work still uncovered "the day of" will be offered to the Protects first. For any work remaining, the Dispatcher will make an All Call, asking if anyone wants any portion of the Open Run Shift. Anyone wishing to alleviate a driver being assigned may opt to inherit the work. Based on Seniority and drivers' availability, the senior driver gets the extra work.

In the event work still cannot be covered, it will be assigned in reverse order by department first, then by reverse seniority in sections 7 and 8 above.

- c) When assigning: The Company may assign up to 2 hours with the possibility of doing the full shift up to the maximum allowed by law.
- d) Any operator wishing to be exempt from the daily call-out procedure may fill out the OPEN WORK EXEMPTION form. This form does not preclude an operator from being assigned work according to sections 7 & 8. Open work exemption form created and approved by the Union.
- e) Any operator who has signed the OPEN WORK EXEMPTION form may request to be reinstated into the daily call out procedure by filling out a RE-INSTATEMENT form and returning the form to a member of the Operations staff by 9:30am on the day of reinstatement.
- f) All day off operators will be exempt from being assigned work regardless of classification.
- g) No driver shall be assigned open work more than 1 consecutive day. The assignment procedure would move to next operator for the assigning of work in reverse order as outlined in sections 7 & 8.

Section 10 -- Call Takers:

Open Dial-a-Ride Call Taker work shall be offered as follows:

- a. Full time day off DR Call Takers
- b. Full time day on DR Call Takers
- c. Part time day off DR Call Takers
- d. Part time day on DR Call Takers
- e. Probationary Call Takers may be used at the Company's discretion after a through d are offered work.

Section 11. All other assignments in any and all other categories will continue as previously established and will not change without consultation with the Union.

Section 12. It has always been the Company's position to promote from within whenever possible. In order to further this position the Company upon posting in-house for Union positions will give qualified active PTMA employees the first opportunity to accept the position. If a PTMA employee is actively training to meet the necessary qualifications for the posted position, they will be offered the position. The employee accepting the position must already be in training and must complete their training and qualify for the position within ninety days to be assigned to the position. If the training is not completed on time due to the failure of the Company to provide the training in a timely manner, then the employee will be given an extension of time to complete the training. Any day lost at no fault of the employee will not be counted. When qualified, the active employee will establish seniority in the new position based upon the date originally offered the position. Should they fail to complete training or pass the necessary qualifications/licensing they will remain in the position they presently hold. In addition, should it be necessary to hire from outside the Company to cover the position while an active employee is in-training, the active employee will have seniority based upon the date offered the position and will be senior to new employees. Employees not qualified and not actively in-training for the position will not be offered the position.

ARTICLE 6 – INSURANCE: LIFE & SHORT TERM DISABILITY

Employees covered by this agreement will receive a group term life insurance policy in the amount of \$45,000 within thirty days of ratification reduced by 50% at age seventy.

All employees will be offered a non-industrial short-term disability insurance based on sixty percent (60%) of the employee's base pay not to exceed five hundred twenty-five dollars (\$525.00) per week. Company agrees to pay one hundred (100%) percent of the annual cost.

ARTICLE 7 – HEALTH CARE INSURANCE

Section 1. The Company will provide during the term of this agreement Health Care Insurance, for full-time employees on the active payroll of the company. The Company agrees to pay seventy-five (75%) percent of the actual annual cost. The employee shall pay the additional cost through weekly payroll deduction. The Company will maintain that the present level of benefits are reasonably duplicated, with the Union's approval to any change to the existing or new plan.

A basic dental plan will be offered to all full-time employees and the company agrees to pay fifty percent (50%) of the actual annual cost. The employee shall pay the additional cost through weekly payroll deduction.

Section 2.

1. Effective Year one, July 1, 2019, the Company shall reimburse up front a deductible of \$750 for single coverage, \$1,250 for plus 1 coverage, and \$1,500 for family coverage. Employees shall pay the next \$500 for single, and the next \$750 for plus 1 and family coverage. The Company will reimburse the last \$250 for single coverage the last \$1,000 for plus 1 coverage, and the last \$750 for family coverage.
2. Unless otherwise agreed, in years two and three, July 1, 2020 and July 1, 2021, the Company shall reimburse up front the deductible of \$750 for single coverage and \$2,000 for plus 1 and family coverage. Employees shall pay the remaining deductible of \$750 for single coverage and \$1,000 for plus 1 and family coverage.
3. By year two, the Company will explore health insurance policy options to negotiate with the union.

In the event of an approved Worker's Compensation claim, or a non-industrial injury or illness, both the Company and the employee will continue to pay their portions of the employee's medical and dental coverage for the present level of benefits for a period of six (6) months from the date of the injury or illness.

In the event of a layoff, both the Company and the employee will continue to pay their portions of the employee's medical and dental coverage for the present level of benefits for a period of thirty (30) days from the date of the layoff.

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ARTICLE 8 – PENSION

The Company shall provide a voluntary 401(k) pension plan. The Company will contribute fifty (50%) percent of the employee contribution on the first 8% of compensation deposited as elective contributions. Amounts deferred over 8% are not matched. The Company agrees to participate as soon as administratively possible, in the ATU National 401 (k) plan on the condition that the ATU administrator is able and willing to merge the existing employer sponsored, local Union PTM 401 (k) Plan in its entirety, into the ATU National 401 (k) Plan. The merger will need to occur and be completed within the same PTM 401 (k) Plan Year as the ongoing contributions are being made to The ATU 401 (k) Plan.

ARTICLE 9 – SICK LEAVE AND PERSONAL LEAVE

All permanent full time employees on the active payroll of the Company, and who shall be absent on account of any personal illness or accident shall be entitled to receive sick leave pay for the first full work day(s) missed on account of any such illness or accident, subject to the following conditions:

- a) Full time employees shall be paid at the regular straight time rate for eight hours. Part time employees shall be paid at the regular straight time rate for actual scheduled hours, not to exceed eight hours.
- b) Employees off injured and receiving Worker's Compensation payments are not eligible to receive sick leave pay. Employees on Worker's Compensation may be required to work light and/or modified duty by the Company. Employees may be assigned to work in any position in the bargaining unit and paid at that position's applicable rate. The balance between that rate of pay and their regular rate of pay will be paid by the Worker's Compensation carrier.
Sick leave pay may be used to bridge the gap when an employee is awaiting STD and/or Worker's Compensation.
- c) In the first year of employment, full and part-time employees will receive one hour of sick leave for every 30 hours worked, capped at 40 hours of sick leave.

Full-time employees completing one full year of continuous employment which includes part-time service, will receive four additional days sick leave. Full-time employees of more than one year, will receive nine sick days each July 1st thereafter.

Part-time employees of more than one year, will receive five sick days each July 1st thereafter.

All employees in their first year of service will be granted at least five days of sick leave. Employees will not receive sick leave during their first ninety days of employment. All employees with less than five days of paid leave (example vacation and or personal leave) shall receive at least five days of paid leave. The parties agree to conform with the Massachusetts State Sick Leave Law.

- d) Sick time hours paid will not be considered for the purpose of calculating overtime.
- e) An employee may elect to accumulate annual sick leave or take advantage of a company buy back to a maximum of nine (9) days per year to be offered at the end of each fiscal year (June 30th). Accumulated sick leave may be used in any year for illness and injury in excess of the annual allotment.
- f) Upon separation from the company an employee will be compensated 100% for all unused sick days accumulated.
- g) Employees may utilize nine of their leave days without being charged for an occurrence of absence under the absenteeism policy. Full-time employees may opt to use two sick days per year as personal days. Request for personal days must be approved in advance. Employees requesting personal days must notify the Company in writing at least four days in advance but no more than ten days in advance, on a form provided by the Company. The Company will allow up to one fixed route driver and one dial-a-ride driver off on a personal day. Every effort will be made to allow maintenance employees and office employees, time off.

The Company will notify the employee within three days of the requested day off that they have approved the time off. Emergency requests may be granted at the discretion of the Company. Every effort will be made to accommodate additional requests beyond the minimum allowed number of drivers for personal days at management's discretion.

h. Miscellaneous: Paid Family and Medical Leave

- i. The Massachusetts Department of Family and Medical Leave shall assess a payroll tax for paid family and paid medical leave. The paid leave will become available for employees on January 1, 2021.
- ii. The Company shall collect from employees one hundred (100%) percent of the payroll tax for family leave and forty (40%) percent of the payroll tax for medical leave that is assessed by the Department of Family and Medical Leave beginning with the date of ratification. The Company will pay the full cost from October 1, 2019 to the date of ratification.
- iii. Employees shall sign the notice required by G.L.c.175M.
- iv. The parties will reopen this section of the Agreement if the Company is successful in obtaining an insurance policy that qualifies for an exemption under the state law.



ARTICLE 10 – BEREAVEMENT PAY

The Company will provide bereavement pay for employees due to the death in their immediate family in order to make arrangements and attend the funeral. The Company will pay for all such time at the straight time rate for eight hours up to 24 hours. Part time employees will be granted three paid days of leave at their regular rate of pay for the day, with a maximum of eight hours per day. Immediate family is defined as domestic partner, grandchild, stepchild, grandparent, brothers, sisters, parents, stepmother, stepfather, and parent's in-law.

The Company will pay up to eight hours maximum per day up to a maximum of four days for up to 32 hours for the death of a spouse or child.

The Company will pay up to one day for the death of an employee's aunt or uncle.

The employee's domestic partner has to be declared on the approved Company form prior to the bereavement. This leave is limited to one occasion for the term of the collective bargaining agreement.

Bereavement pay hours will count for the purpose of calculating overtime.

ARTICLE 11 – HOLIDAYS

The Company recognizes the following days as paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day and the employee's birthday.

Holiday pay will be paid to full time employees who are actively employed and on the Payroll.

Holiday pay will be paid to part time employees for Independence Day, Labor Day (effective year two of this agreement), Thanksgiving Day, Christmas Day, New Year's Day (effective year three of this agreement), and Memorial Day, to be paid at the regular straight time rate for actual scheduled hours, not to exceed eight (8) hours. If the holiday falls on the employee's day off the holiday pay will be calculated by computing the hours in an average day, not to exceed eight (8) hours.

To qualify the employee must work their full scheduled workday before and after the holiday.

Absence for jury duty, bereavement leave, military duty, or prior excused absence, or to carry on the business of the Union with the Company shall not be considered an absence from work for the purpose of determining an employee's eligibility for holiday pay.

Pay for a holiday, which falls on a Sunday and is celebrated on Monday shall be handled as though the holiday occurred on Monday.

A holiday occurring on an employee's regularly scheduled day off will be compensated for the holiday.

Holiday pay hours will count for the purpose of calculating overtime.

ARTICLE 12 – VACATIONS

Section 1. The vacation pick will be accomplished by classification, with Transit operators and DAR operators choosing vacations from separate lists.

Section 2. Vacations with pay shall be granted in accordance with the following provisions:

- a. The employee must be on the active payroll of the Company and must and have worked at least one thousand and forty hours in the previous fiscal year. Effective July 1, 2016 the amount of vacation is determined by the vacation schedule as follows:

Full Time Employees

<u>Years of Service</u>	<u>Vacation</u>
Less than 1 year	0
1 year but less than 3 years	1
3 years but less than 5 years	2
5 years but less than 10 years	3
10 years but less than 15 years	4
15 years but less than 25 years	5
25 years or more	6

Part Time Employees

<u>Years of Service</u>	<u>Vacation</u>
Less than 1 year	0
1 year but Less than 3 years	1
3year but Less than 5 years	2
5 years but less than 10 years	3
10 years or more	4

- b. Full time employees will be paid at the straight time rate for 40 hours.
- c. Part time employees will be paid their scheduled hours at the straight time rate, not to exceed 40 hours.

Section 3. When an employee leaves the company the vacation of that employee will come up for rebid from that seniority spot down. When all the weeks selected as vacation by the employee(s) leaving are rebid the bidding will end.

Section 4. The vacation period is from July 1 to June 30 each year. All vacations earned must be taken within the vacation period. Employees in an anniversary year where they earn an additional week must select a week after their anniversary date. Employees may select all weeks consecutively or separately on one pass through the seniority list.

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Section 5. Vacation sell back will be allowed as follows: Employees (except mechanics) with 3 or more weeks of vacation may sell back all but two weeks.. Employees must notify at the time of the vacation selection their desire to sell back vacation time. Payment(s) will be made the first pay period in December. If the employee takes a leave of absence, excluding jury duty, bereavement leave, military duty or Family Medical Leave during a year in which he/she has sold back his/her vacation, he/she will automatically be disqualified from selling back vacation the following year.

Section 6. Employees may request to work (all but two weeks) during their vacation provided they notify the Company by Tuesday of the prior week if they will be available to work, subject to the approval of the Company. Such work can include training or mandatory meetings. Employees working during their vacation week shall be paid at straight time up to forty hours worked. Employees working during their vacation week shall be used after the steps in Article 5, Section 7 & 8, subsection h, and before subsection i. Employees shall be paid overtime for over 40 hours worked in a week.

Section 7. All employees will be paid for all unused and accrued vacation when leaving employment of the Company.

ARTICLE 13 – WAGES

Employees in the classifications listed below will receive a wage increase based upon the following schedule. Hourly rates of pay for each classification shall be as follows:

Fixed Route							
Years of Service:	7/1/2019	7/6/2020	7/5/2021				
0-1 Years	\$22.00	\$22.25	\$22.50				
1 Years	23.00	23.25	23.50				
2 Years	23.50	23.75	24.00				
3 Years	24.00	24.25	24.50				
4 Years	24.50	24.75	25.00				
Over 5 Years	24.95	26.00	27.00				
				Date of Increases:	7/1/2019	7/6/2020	7/5/2021
Dial-a-Ride				FT DAR Office Support	21.15	21.75	22.40
				PT DAR Office Support	21.15	21.75	22.40
				FT Utility	20.00	20.60	21.25
				PT Utility	20.00	20.60	21.25
				Foreman	35.50	36.85	38.25
				FT Lead Technician	31.35	32.45	33.60
				FT Technician 1	28.35	29.45	30.60
				FT Technician 2	25.35	26.45	27.60
				PT Technician	24.60	25.35	26.15
				Monitor	20.00	20.00	20.00

Annual increases occur on the dates indicated above and on the Monday closest to an employee's anniversary date.

- a. Upon ratification, Part-time Dial-A-Ride Operators who do not have a CDL shall be paid \$1.50 less per hour. Part-time Non-CDL Operators desiring to be eligible for full-time will be offered CDL training upon written request.
- b. Upon ratification, Dial-A-Ride Operators who become ineligible to carry Department of Developmental Services (DDS) passengers, shall be paid \$1.50 less per hour until their eligibility is reinstated by DDS.
- c. Dial-a-Ride Operators who do not have a CDL and become ineligible to transport DDS clients, shall be paid \$2.00 less per hour.

Upon ratification, the rate for all employees, with the exception of Drivers, Mechanics, and Foremen shall be:

Starting to 6 months - \$1.00 less than the regular rate for that position
6 months to 18 months - \$0.50 less than the regular rate for that position

The employee will receive the full hourly rate for the classification they are in, upon reaching their 18th month of employment.

Instruction pay: The Company will develop the criteria for selection and outline the duties and responsibilities for Operations to serve as Instructors and confer with the Union regarding the criteria, duties and responsibilities. Operators who desire to serve in this role must apply in writing to the Company for consideration. Employees will be paid an additional \$1.00 per hour for each hour working as an Instructor.

Cross training: any Dial A Ride employees who have a class B license with passenger and airbrake endorsement who is willing to drive Transit fixed route and learn all the routes will be paid the dial a ride rate for training and the fixed route transit rate of pay when driving fixed route.

Utilities with a CDL with air brake endorsement shall receive an additional \$1.00 per hour, for as long as they hold a current CDL with air brake endorsement and transport buses.

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ARTICLE 14 – COURT APPEARANCES AND JURY DUTY

All employees attending court inquests and investigations in the interest of the Company shall be paid their regular hourly rate of pay, which they would have received had they remained on their job. If no time is lost, they will be paid for the actual time involved at their straight time rate of pay.

All employees who are called to court for jury duty shall be paid for each day's actual jury service the difference between the day's pay they receive for such jury duty and the regular day's pay they would have received from the Company.

Days paid for jury duty and court appearances will be included in the calculation of overtime.

ARTICLE 15 – SPECIAL CONDITIONS

Section 1. All employees and their immediate families (living in the same household) will be permitted to ride free on all Company lines. Passes will be issued to the immediate family members upon the successful completion of the employee's probationary period.

Section 2. Leave of Absence: Whenever any official of the Union, whether local or International, is called upon to carry on the business of the Union, he shall be granted a leave of absence without pay until such time as his work for the Union is completed. The employee must provide notice to the Company. Such leave of absence must not disrupt the schedules of, or place a burden of hardship on the Company.

Section 3. Pay Day: Employees will be paid for services performed from Monday through Sunday of any week no later than noon the following Friday, unless delayed through no fault of the Company. When a payday falls on a holiday, the paychecks will be distributed on the day before, unless delayed through no fault of the Company. For the week of Thanksgiving, paychecks will be distributed on Wednesday, unless delayed through no fault of the Company.

Section 4. Injury on the Job: When an employee is injured on the job, he shall be guaranteed eight (8) hours pay for full-time or the remainder of their hours for part-time employees on the day the injury occurred, provided he is instructed by the Company or a physician to cease work as a result of the injury.

Section 5. The Union President and the Executive Board members shall have access to the drivers' room at 2 Oak Street, Taunton, Ma., during normal business hours (8:00 a.m. - 4:30 p.m. Monday through Saturday), to handle any Union business that may come up during the course of a workday, such as grievances and meetings with the Company. Access to other areas may be granted provided the Union gives at least 24 hours notice to the Company.

Section 6. Non-Discrimination: The Company and the Union agree not to discriminate on the basis of race, color, religion, sex, sexual orientation, veteran's status, national origin, age or disability.

Section 7. The term "active payroll" as used in any part of the agreement is defined as an employee who is currently employed and has not been terminated for any reason.

Section 8. Drivers who call in their tardiness and report no later than one hour late will be allowed to work the remainder of their original shift. Their pay will begin upon their arrival and punch in. The Driver will still be subject to discipline under the tardiness rule.

Section 9. Pay employees minute for minute for time worked – no longer "rounding" time.

ARTICLE 16 PART TIME EMPLOYEES

All articles in this section where applicable, apply to part-time employees, who shall be maintained on a separate seniority list by department.

No full-time employee may be a part-time employee at the same time.

Part-time employees will be scheduled for no more than thirty (33)-three hours per week.

Part-time employees may not exceed twenty five percent (25%) of the total work force.

ARTICLE 17 – EMERGENCY SITUATIONS

In the event that an emergency exists of extraordinary conditions, such as severe weather, fuel unavailability, natural catastrophe or state of riot, the Company will make every reasonable effort to maintain all of the regular work rules contained in this Agreement, but may set aside these rules during the emergency. In the event the company is not in service due to weather or other emergencies or reduces service, employees notified via the telephone or telephone message at least two hours prior to reporting to work shall not receive pay for that day, however, the employee shall have the option to use paid leave for that day, if available. Employees not notified via the telephone or telephone message at least two hours prior and who report to work on time shall be guaranteed a minimum of two hours pay for that day. In the event a state of emergency is declared by a governmental authority and an immediate shutdown is imposed, employee shall only be paid for their actual time worked or three hours whichever is greater.

ARTICLE 18 – IN SERVICE TRAINING

In-service training: Employees will be required to attend mandatory safety meetings scheduled by the Company and employees shall be paid a minimum of one hours pay on a scheduled work-day and a minimum of three hours pay on a scheduled day off. Meetings will be scheduled at least seven days in advance, except in the case of an emergency. Time spent in mandatory training will be included in the calculation for overtime.

ARTICLE 19 – PROBATIONARY AND TRAINING PERIOD

Employees when first employed by the Company shall be on probation during the first-one

hundred twenty (120) days of employment. The Company may extend the probationary period for an additional thirty (30) calendar days, provided that written notice is provided to the Union, with the employee's name, date of hire, and the reason for the extension. The probationary period as herein established is to provide a trial period during which the Company may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he is employed. There shall be no seniority among probationary operators and they may be laid off, discharged or otherwise terminated without recourse to the grievance procedure. Upon successful completion of the probationary period, the employee's seniority rights shall attach and date back to the established date of employment.

The Company agrees to forward copies of layoff and recall notices to the Union at the same time it forwards such notices to the employees involved.

ARTICLE 20 – GUARANTEES, SPECIAL CONDITIONS and OVERTIME

Section 1. All unscheduled bus work shall pay a minimum of four (4) hours work, but this rate will not be paid for extra buses used as back-up to scheduled runs on fixed routes.

Section 2. The Company agrees to pay all operators fifteen (15) minutes to inspect their vehicles daily and complete inspection forms provided to them.

Section 3. Bidding

1. At least four (4) picks per year will be held by seniority in their classifications. The Company agrees to hold up to five picks per year within two weeks before to two weeks after the following dates: March 1; June 1; September 1 and December 1. The Company may hold two of the five picks to coincide with the Wheaton College calendar.
2. Only employees who are actively working will be permitted to bid. The Company will post the bid sheets one week in advance of the bidding start date.
3. The Company will assign a start date and time to begin the bidding process. The posted bid list will reflect each Driver's bid date and assigned time by seniority. Management will print bid packets that will include the seniority list and run information. Drivers must bid on their assigned date and time. Operators will have one hour to notify dispatch of their bid selection along with day off choice. Bidding will take place in a five-day period.
4. A bid selection form will be made available for operators to submit their bid preferences
5. Any operator who is not available when his turn to bid arises may designate someone to bid for them or leave their top choices in order to be assigned for them by management. In the event the employee is not present to bid, and his/her bid preferences are unavailable, a union official will select a schedule closest to what they are currently working. If there is no union official available, the Operations Manager or designee will select a schedule closest to what they are currently working.
6. Employees returning from an authorized leave who have missed a bid will be first assigned open Spare Operator work until the employee's next weekly opportunity to

bid as a Spare Operator, in accordance with Article 5, Section. Employees returning from an authorized leave who have not missed a bid will revert to their previous position.

Section 4. If it becomes necessary to eliminate or change bus or van work during a choose-up period, the affected employee will revert to the protect list with their seniority. The employee will be guaranteed at least their original total hours chosen for payroll purposes. Days off and work will be chosen by seniority.

Section 5. Should a run become open with more than thirty (30) days remaining in the choose-up, a rebid will be held from that point down in the seniority roster.

Section 6. In making up of schedules, at least sixty-five (65%) percent of all regular scheduled runs shall be straight. A split shift is defined as a scheduled run with a break of more than one hour.

Section 7. All regular scheduled runs with an outside platform time of eleven (11) hours or more will be compensated at time and one half for those hours over eleven hours.

Section 8. It is not the Companies' intentions to change any full-time positions to part-time. It is the understanding of both parties that if funding sources or programs supporting GATRA are reduced or eliminated it may become necessary for the Company to reduce the full-time positions.

Section 9. The scheduled workweek for full-time employees will be a forty (40) hour per payroll week guarantee.

Section 10. The Company may charge the Union \$0.25 per page for research and reproduction of documents in response to the Union's requests for information to process a specific grievance.

Section 11. Employees will be allowed, subject to management's approval, to swap days off and daily assignments. Swaps must take place in the same week, must be requested in writing, and only one swap per request.

ARTICLE 21 – OPERATORS MISCELLANEOUS

The Company will furnish operators with all special equipment, such as punches, etc., required in their work. However, if the operator loses or damages such tools, he shall pay for the same at the cost to the Company.

The Company shall pay the cost of the Massachusetts Department of Public Utilities license renewal and up to fifty (\$50.00) dollars with a receipt net of any insurance coverage for the physical examination or an operator may use the Company's doctor at no charge.

The shoe color is hereby dropped from the uniform policy.

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ARTICLE 22 – LAYOFFS

The company shall determine the activities, operations or duties to be discontinued or curtailed and the numbers and classifications of employees to be laid-off because of lack of work or for other reasons. Seniority shall be the determining factor and the least senior employee in the classification where the reduction is to be affected shall receive the notice of layoff. Employees who are notified of a layoff shall have the right to bump up or down in their classification according to Company wide seniority, with the lowest grade employee in that classification having the right to move to another classification according to Company wide seniority providing he/she is qualified for the position for which the employee seeks to bump.

All employees will be called back in the order of seniority if additional employees are needed for a period of one (1) year from the date of their layoff, provided that such employees (a) have at the time of their layoff completed their probationary period, (b) have maintained on record with the company their current and correct mailing address, (c) can report to work within fourteen (14) days of notice, and (d) are qualified for the position in question. Failure to comply with any of the foregoing conditions will negate any right to recall. The company will provide reasonable training if necessary.

The Company agrees to forward copies of layoff and recall notices to the Union at the same time it forwards such notices to the employees involved.

ARTICLE 23 – MAINTENANCE DEPARTMENT MISCELLANEOUS

Employees hired for a position in the maintenance department shall be deemed to be on probation for a period on ninety (90) days of service. The Company may extend the probationary period for an additional thirty (30) calendar days, provided that written notice is provided to the Union, with the employee's name, date of hire, and the reason for the extension. A probationary employee may be discharged or disciplined at the sole discretion of the Company. Upon successful completion of the probationary period, the employee's seniority rights shall attach and date back to the established date of hire.

Maintenance department employees during their probation shall receive no benefits contained in this Agreement unless expressly provided for herein.

When it is necessary to fill a vacancy which may occur in any job within the maintenance department, notice of the vacancy will be posted on the maintenance department bulletin board before hiring from outside the Company, to give opportunity for advancement to a higher classified maintenance position in the Company, if the employee can qualify. If more than one maintenance department employee is equally qualified, seniority shall prevail.

All maintenance department employees shall wear a regulation uniform which shall be furnished by the Company and which shall include a proper winter jacket. All maintenance employees shall receive 11 sets of uniforms and the Company will provide for the cost of cleaning of uniforms. Rubber wear and foul weather gear will be available in the maintenance department

for use as needed. Maintenance department employees shall wear work shoes.

The company will provide all mechanics in the maintenance department a tool allowance of up to five hundred dollars (\$500) per year. Employees will be reimbursed within two weeks of receipt of a sales invoice.

All maintenance department employees will receive up to one hundred and fifty (\$150.00) dollars per year as reimbursement for the purchase of required work shoes paid upon remittance of a sales receipt.

When a mechanic or other member of the Maintenance department is called in to take care of a breakdown or other situation, he will be guaranteed at least three hours pay and fifty dollars (\$50.00). Call in will be done on seniority basis.

The Company shall pay an additional \$0.50/hour for all hours worked for up to two full-time Taunton Technicians who are certified to inspect all GATRA vehicles.

ARTICLE 24 – USE OF TECHNOLOGY

Current technology equipment, and as they may further develop, shall not be used by the Company in a random, retaliatory, and/or discriminatory manner. The Company shall not use such recordings for driver training purposes without the written consent of the employee and others involved. The Company shall allow the Union and affected employees to review such recordings that may result in an employee being disciplined, during normal working hours, as necessary. Upon request the Company shall provide a copy of such recordings, within five (5) business days to the President/ Business Agent, for the Union's use in grievance and disciplinary matters.

The Company may view audio and video recordings or monitor and review other audio transmissions and data recorded by the voice/data communications system for a bona fide reason and after review may discipline a driver as appropriate. A bona fide reason is any work related incident, accident or event which is contrary to the best interest of the Company. If any changes are made to the video when cases are submitted or audio software, the Company shall notify the Union ATU 1547 immediately.

Discipline for customer complaints:

Upon investigation the Company may issue discipline based upon the customer complaint and the Union and the employee are entitled to receive the customer complaint with the contact information redacted and view the video. A copy of the video will be provided to the union when the Union requests arbitration.

The Company agrees to a thirty (30) calendar day time limit for imposition of discipline from the date the Company is notified of any work-related incident, accident, or event which is contrary to the best interest of the Company. If necessary, the Company may request an extension of this time limit from the Union, which shall not be unreasonably withheld. The request shall be in writing and include the reason for such request.

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ARTICLE 25 – DURATION

This agreement shall continue in full force and effect through June 30, 2022 and for one (1) year terms thereafter, unless either party at least ninety (90) days prior to the end of the current term gives notice to the other party of its desire to modify or terminate this Agreement, in which event it shall terminate at the end of the then current term. Notice shall be deemed sufficient if it is given in writing by either party.

Professional Transit Management of Attleboro

By: _____


Odette Luszcz, General Manager

By: _____


Kelly Snyder, Operations Manager

By: _____

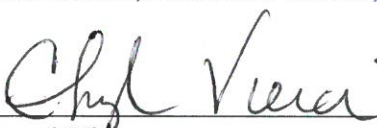
Alex Roman, PTMA Area Manager

Local #1547 of the Amalgamated Transit Union (ATU)

By: _____


John Troxell, President/ Business Agent

By: _____


Cheryl Viera

By: _____


Sue Verville

By: _____


Diane Methia

Dated at Taunton, Massachusetts, this 9 th day of DECEMBER, 2019

PTM of Attleboro
SIDE LETTER
Date: August 18, 2010

As long as the Company has a contract to provide service with the EOHHS and bargaining unit employees are performing the work, the parties agree to the following:

All employees, as a condition of employment, must annually maintain on file a satisfactory CORI in accordance with 101 CMR 15.15.


Signed and Agreed,

PTM of Attleboro, Inc.

ATU Local 1547

John Greene, General Manager

Richard M. O'Flaherty, President/ Business Agent

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AGREEMENT BETWEEN

A.T.U. LOCAL 1548

&

PTM of Attleboro, Inc.

APRIL 1, 2019 Through March 31, 2023

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NOTE: Any references to business days shall exclude Saturdays, Sundays, and Holidays.



AGREEMENT

Articles of Agreement made and entered into as of the first (1st) day of April 2019 by and between PTM of Attleboro, hereinafter Company or Employer, and Local 1548 of the Amalgamated Transit Union, hereinafter called the Union.

WITNESSETH: That the purpose and intent of this Agreement is to provide a working understanding between the Union for those employees of the Company whom it represents and the Company, each through its duly accredited officers; to provide as satisfactory services to the public as possible; to provide as good working conditions for said members as possible; to properly protect the interests of the Company and to provide that in the operation of the Company and respecting the relations to exist during the term of this Agreement between the Company and those of its employees who, during the life of this Agreement, are employed and are in the bargaining unit represented by said Union, both parties hereunto mutually agree.

ARTICLE 1 – RECOGNITION

A. The Company recognizes the Union as the sole and exclusive bargaining agent for all of its Full-time and Part-time Drivers, Call-Taker, and Dispatcher/Scheduler employed by the Company at its terminal in Plymouth Massachusetts or any other garage facility put into operation for this Plymouth/Wareham service, but excluding all other employees, office/clerical employees, maintenance employees, guards, managers, and supervisors as defined in the National Labor Relations Act.

B. The Company's recognition of the Union and the terms of this Agreement shall be binding upon the Company.

ARTICLE 2 - UNION SECURITY

A. All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required, as a condition of employment, to maintain their Union membership to the extent of paying membership dues and assessments uniformly required of all members during the life of this Agreement.



B. All present employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall be required to become members of the Union upon completion of ninety-one (91) calendar days of employment and, as a condition of employment, shall thereafter maintain their Union membership to the extent of paying initiation fees, membership dues and assessments uniformly required of all members during the life of this Agreement.

C. All Full-time and Part-Time employees hired after the effective date of this Agreement shall, after ninety-one (91) calendar days of employment, as a condition of employment, become and remain members in good standing in the Union to the extent of paying initiation fees, membership dues and assessments uniformly required of all Union members.

D. The Company agrees to check off on a weekly basis the weekly dues, initiation fees and assessments of all employees who have authorized such check off in writing. Any funds checked off shall be remitted to the Union every other week. In the event any employee does not receive any pay on any pay day for any reason whatsoever, the Company shall not have any responsibility to deduct such dues or assessments, but the individual must make arrangements with the Union for the payment of the required dues or assessments. In the event any employee is on vacation, out ill or otherwise not entitled to pay on said payday, he or she must likewise arrange to pay their dues directly to the Union.

E. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Company in compliance with this Article and in reliance upon authorization cards furnished to the Company by the Union or any of its elected officers or for the purpose of complying with any of the provisions of the Article; normally the Union's Financial/Secretary-Treasurer shall supply the authorization cards to the Company.

F. Any person hired on a Full-time or Part-time basis after the effective date of this Agreement, shall, for a period of one hundred and twenty (120) calendar days from the commencement of such employment, be considered on a probationary basis. The Probationary period may be extended by

mutual agreement between the Union and the Company with notice to the Union for an additional thirty (30) calendar days, if deemed necessary by the Company.

In the event a Part-time employee is promoted to the bottom of the Full-time Seniority List in the same classification, the operator will not be on a probationary basis although the operator will work another ninety-one (91) days to obtain applicable benefits.


G. The Company's right to discipline, terminate or lay-off a probationary employee shall not be subject to the grievance or arbitration procedure.

H. The Company shall make a reasonable effort to qualify each operator to drive all types and models of Company equipment during their probationary period. If an employee, in the sole discretion and judgment of the Company, has not qualified to operate any particular types or models of buses, they shall not be permitted to operate said types or models until they have been qualified in the sole discretion and judgment of the Company.

I. During the employee's orientation/training period, a Union Representative selected by the Union President, shall be given the opportunity to address the new trainees for a period not to exceed thirty minutes, for the purpose of introducing them to the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that the Company has the exclusive right to set its policies; to manage its business in the light of experience, good business judgment and changing conditions; to determine the amount of service to be run at any and all times; to direct the working forces; to determine the number of its employees at any time; to determine the qualifications for and to select its managerial forces and all new employees; to determine job content; to decide the method and manner of operation; to determine hours, schedules, and assignments of work and work tasks, to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violations of rules and other misconduct; and to suspend or discharge its employees for cause.



ARTICLE 4 - GRIEVANCE AND ARBITRATION

The purpose of this provision is to establish a procedure for the settlement of any grievance between an employee, the Union, and the Company based upon provisions contained within the contract.

Whenever used in this Agreement, the term "grievance" shall mean any difference or dispute arising in connection with the interpretation, application, or express violation of the provisions of this Agreement.

Employees being suspended shall serve the suspension upon completion of the investigation. Should the discipline be overturned in the grievance procedure, the employee will be made whole for any time lost. However, this does not preclude management's ability to remove from revenue service for the purposes of training, retraining and or refresher training.

STEPS OF THE GRIEVANCE PROCEDURE ARE AS FOLLOWS:

Prior to the submission of a grievance at Step 1, the employee, with or without his or her union representative shall meet with his/her immediate supervisor/Manager in an effort to resolve the matter. Should the matter not be resolved informally, the matter may be referred to the grievance steps below.

- 1) Step 1: An aggrieved employee, with his or her Union representative, shall take the grievance to his department head within seven (7) business days after the circumstances giving rise to the grievance first occurred. The grievance shall be in writing. The department head shall give his answer within seven (7) business days. The answer shall be in writing. Saturdays, Sundays and Holidays shall not be calculated as days counted in any of the steps.
- 2) Step 2: If a satisfactory adjustment is not reached with the Department Head the Union shall reduce the grievance to writing and present it to the General Manager or his/her designee within ten (10) business days after receipt of the answer in Step 1. A meeting of the Company and Union representatives will be held within ten (10) business days after receipt of the grievance, unless otherwise mutually agreed to extend the time limit. A written decision by the General Manager or his/her designee shall be rendered within ten (10) business days after said meeting is completed. The Company's Step 2 decision shall be sent to the Union President by email or fax, or time-stamped with receipt acknowledged by a

Union official.

- 3) Step 3: In the event that the answer of the General Manager or designee does not resolve the grievance, there may be, by mutual agreement of the parties, an intermediate non-binding "grievance mediation" step in an attempt to resolve the matter prior to arbitration. Such mediation shall be conducted by the Federal Mediation and Conciliation Service (FMCS). If such mediation is conducted, further time limits shall be suspended (not to exceed fourteen (14) business days) during which time grievance mediation shall take place based upon a mediator's availability. In the event the grievance is not resolved as a result of mediation either party may within thirty (30) business days from the conclusion of the grievance mediation refer the grievance to arbitration. Each party shall bear their own costs of mediation. The costs of mediation, including the costs of FMCS and the mediator's fees, shall be split equally.
- 4) Step 4: If settlement is not reached in Step 3, either party may by written notice to the other party submit the grievance to arbitration. The party filing the grievance shall, with the written notice, submit a list of five (5) persons agreeable to it to serve as an arbitrator. If the other party does not select one of the names on the list it shall, within thirty (30) business days thereafter, submit a list of five (5) persons agreeable to it, to the party filing the grievance. In the event agreement cannot be reached on the selection of an arbitrator within fifteen (15) business days, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either party to submit a list of five (5) arbitrators from which the arbitrator shall be selected by mutual agreement of the Company and the Union. The parties will flip a coin to determine who strikes first. The parties will then strike from the panel until, there is a single arbitrator.

Whenever possible, the arbitrator shall render his or her award within (30) business days after the date on which the hearing is declared closed. However, the inability of the arbitrator to render his or her award within that time period shall not affect the validity of the award when rendered. The decision of the arbitrator shall be submitted in writing to the Company and Union and shall be binding upon both parties during the term of this Agreement, except

that the arbitrator shall have no authority to add to, subtract from, modify, change or disregard any of the terms or provisions of this Agreement. Each party shall bear their own costs of arbitration. The costs of arbitration, including the costs of FMCS and the arbitrator's fees, shall be split equally.

- 5) It is the intent of the parties that the time limits provided for herein be strictly adhered to. Exceptions to the foregoing shall be made only upon the mutual agreement of the parties in writing.
- 6) In the absence of any such written mutual agreement to extend the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further. In the absence of any such written mutual agreement to extend the foregoing time limits, the failure of the Company to schedule a meeting or to provide a written answer within the above time limits shall constitute acceptance of that particular grievance and settlement desired. Any such constructive waiver or acceptance shall be applicable to that particular grievance only and shall be without precedent or prejudice to the position of either the Company or the Union in any future grievance.
- 7) If any case is referred to arbitration, the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to change, alter, add to, subtract from or modify in any way whatever any of the terms or provisions of this Agreement. Whenever possible, the arbitrator shall render his award within thirty (30) business days after the date on which the hearing is declared closed; however, the inability of the arbitrator to render his award within that time period shall not affect the validity of the award when rendered.
- 8) In the case of the suspension or discharge of an employee, the reasons for such suspension or discharge shall be given to the employee in writing within three (3) business days after the decision to suspend or discharge, and a copy shall be simultaneously provided to the Union. No disciplinary action shall be based solely upon an anonymous complaint. No complaint made against an employee by any non-supervisory representative of the Company, any passenger, any member of the public or any other person may be used for the purpose of

disciplining or reprimanding an employee in any way unless the employee has been provided with the nature of the complaint by the Company as soon as possible after its receipt and unless he or she has been given an opportunity to supply a written response to it. The period for the filing of a grievance protesting the suspension or discharge shall commence with the receipt of the written statement of the reasons therefore. If possible, any disciplinary meetings will be held during an employee's layover time or so as not to interfere with his or her earnings opportunity.


- 9) Discipline, up to and including discharge, will be for just cause. The right of appeal from suspension or discharge to arbitration shall be limited solely to the right of appeal by the Union and not by the individual employee who shall have the right only through the Union. However, this shall not prevent an individual employee from instituting a grievance to protest his or her suspension or discharge.
- 10) An employee who feels unjustly treated or accused by an order or direction to perform a task from a supervisor/manager shall not refuse to perform the task, but shall perform the task and then submit a grievance for resolution. Otherwise, a refusal may be grounds for discharge.
- 11) A copy of the existing Company Rules and Regulations shall be provided to the Union and to each member of the bargaining unit. No changes in or additions to such rules shall be made without prior advance notification to the Union and an opportunity to discuss the proposed change.
- 12) A violation of Company Rules or Regulations shall be void after twelve (12) months for disciplinary purposes with the exception of chargeable accidents and safety infractions, which will become void after a period of twenty-four (24) months.
- 13) When an employee is involved in an accident, the Designated Company Representative shall make a determination as to the chargeability of the accident based on the information in the accident report and the Company's investigation. The employee shall have the right to appeal this decision by referring the decision to an Accident Review Committee, by notifying the Company and the Union in writing within seven (7) business days of the day he is notified of the Company's determination and the appeal shall be heard as soon as possible by the Accident Review Committee (ARC). The Accident Review Committee (ARC), consisting of two (2)

Union Representatives and two (2) Company Representatives excluding the Company Representative who made the original determination on the case, shall make their determination of chargeability based on the written and/or oral information presented at the hearing. This decision shall be final and binding on both parties and not subject to arbitration. In case of a tie vote, the Union Designee and the Company Designee shall, within seven (7) business days of receiving the Accident Review Committee's (ARC's) finding, forward the case to an agreed upon neutral Safety Representative for a determination. The neutral Safety Representative's decision shall be final and binding on both parties and shall not be subject to arbitration. The costs associated with the neutral Safety Representative shall be shared equally between the Union and the Company.

ARTICLE 5 – SENIORITY

A. Seniority shall be determined by the length of continuous service with the Company or its predecessor company(s). There will be separate seniority lists for the Plymouth and Wareham services/work. Layoffs on either list shall be in reverse order of seniority starting first (1st) with Part-time employees and then Full-time employees. Recall will be by seniority starting with Full-time employees. In the event a layoff affects a Full-time employee, work that is being performed by Part-time employees will be made available to the Full-time employee through a system wide bid. Full-time employee's fringe benefits will continue if the Full-time employee works an average of thirty-five (35) hours per week in each three (3) month period.

B. The Company and the Union agree that for employees there shall be seniority lists in each department, full and part-time seniority lists for the Plymouth fixed route services, formerly operated by P&B; full and part-time seniority lists for the Wareham OWL/fixed route service, and full and part-time seniority lists for the Plymouth/Wareham Dial-a-Ride services.


- C. Seniority shall terminate upon:
- a. Resignation or quit.
 - b. Discharge for just cause.
- 

- c. Absence for three (3) consecutive days without notifying the Company and without a justifiable reason for failing to do so.
- d. Layoff for a period of eighteen (18) months.
- e. Failure to return to work within seven (7) calendar days following termination of leave of absence granted by the Company.
- f. Failure to return to work within (14) calendar days of being recalled to work after Layoff. Notice will be sent by certified mail. The employee is responsible for providing the Company with a current and correct mailing address and phone number.

D. An employee's first (1st) day of work with the Company shall be the day that he or she receives compensation for work performed or for training. Upon successful completion of his or her probationary period, an employee's seniority shall be determined by his or her release date from training. If two or more employees are released from training on the same day, they shall draw lots to determine their seniority.

E. At least once every four (4) months the Company shall prepare and post a seniority list for each classification after the effective date of this Agreement, and a copy thereof shall be given to the Union. Each four (4) months of the Agreement a new posting shall be made, if necessary, to reflect changes and a copy thereof given to the Union. If no grievances are filed contesting the accuracy of said list within fourteen (14) business days after said list has been posted, then such list shall be final and binding on all. However, in the event of a clerical error, the same shall be corrected without regard to the time limitation, and provided further that if the Company acts on the list in any way which includes a clerical error, no penalty shall be imposed on the Company after such fourteen (14) day period by reason of the Company's action reflected by the clerical error.

ARTICLE 6 - SELECTION OF RUNS

- A. The Company's operations for the purpose of this Article shall be classified as follows:
- 1) Regular Full-time fixed route primarily operated in Plymouth.
 - 2) Regular Part-time fixed route primarily operated in Plymouth.
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- 3) Regular Full-time OWL/fixed route service primarily operated in the Wareham area.
- 4) Regular Part-time OWL/fixed route service primarily operated in the Wareham area.
- 5) Regular Full-time Dial-a-Ride service operated in the Wareham or Plymouth areas.
- 6) Regular Part-time Dial-a-Ride operated in the Wareham or Plymouth areas.

B.

- 1) If applicable, drivers in accordance with their seniority shall pick the route in which they shall work on at least three (3) occasions each year in accordance with the following schedule. Bids shall go out in February, June, and October. Bids will be posted the first Monday in each of these months to be effective the following Monday. The posting dates may be changed by mutual agreement of the parties... Bids made shall be firm for the duration of the pick.
- 2) All routes shall contain a fifteen (15) minute pre-trip and a five (5) minute post-trip inspection.
- 3) Typically full-time routes performed by full-time drivers shall be for five (5) days each week, however, the Company reserves the right to create four days per week work schedules.

C.

- 1) In the event a driver leaves the employ of the Company or in the event that a run becomes vacant for any other reason for a period to exceed thirty (30) days there shall be a rebid or bump bid in all divisions, provided that the vacancy occurs more than thirty (30) days prior to the next selection of runs. A bump bid shall constitute bidding from the affected position on down in seniority. Only Drivers qualified to bid that run may bid.
- 2) When a driver who has been on sick leave, disability or suspension for more than thirty (30) days returns to work, there will be an immediate rebid or bump bid of runs unless their return to work is thirty (30) days or less prior to the next scheduled selection of runs. In that event, they will be assigned to the vacant run.

- D. No Operator shall suffer any loss in earnings because of a schedule change for which he or she has bid until there is a rebid. Also, no driver who has bid for a particular route

shall be required to work a different route because of a schedule change in the route for which he or she has bid, with the exception that if a route is shortened, they may be required to remain on stand-by for the duration of their bid time.

E. Vacation Relief:

1. A full-Time Operator who selects Vacation Relief is responsible for such work for the duration of the pick and may not bid off his assigned Vacation work.
 2. Fixed route runs shall take priority over Dial-A-Ride.
 3. When there is not 40 hours of vacation work to cover in a particular week, the Vacation Relief shall first cover any open full-time work. If there is no full-time open work to cover, the Vacation Relief Operator shall work off the bottom of the Extra board for that week (Monday-Sunday). The Vacation Relief must be qualified to operate all vehicle types for both fixed route and dial-a-ride services.
-

F. Extra work is any vacant work that is awarded to the most senior qualified employee in particular classification (fixed route, dial-a-ride, non-CDL) who bids on the work.

G. Extraboard Drivers must be qualified to operate all modes and bus types in order to bid an extraboard position.

H. Posting extra work:

- a. Known extra work will be posted 48 hours in advance, and awarded 24 hours in advance as follows:
 - i. Monday, 8:30 am, take down and fill Tuesday's work and post Wednesday's work.
 - ii. Tuesday, 8:30 am, take down and fill Wednesday's work and post Thursday's work.
 - iii. Wednesday, 8:30 am, take down and fill Thursday's work and post Friday's work.
 - iv. Thursday, 8:30 am, take down and fill Friday's work and post Saturday's, Sunday's, and Monday's work.
 - v. Friday, 8:30 am, take down and fill Saturday's, Sunday's, and Monday's work, and post Tuesday's work.
- b. All daily extra fixed route work shall be posted for bid by operators based on their seniority by classification in the following order:
 - i. Full-time fixed route operators
 - ii. Part-time fixed route operators

- iii. Full-time dial-a-ride operators
- iv. Part-time dial-a-ride operators.
- c. All daily extra dial-a-ride work shall be posted for bid by operators based on their seniority by classification in the following order:
 - i. Full-time dial-a-ride operators
 - ii. Part-time dial-a-ride operators
 - iii. Non-CDL operators
 - iv. Full-time fixed route operators
 - v. Part-time fixed route operators.
- d. It is the employee's responsibility to sign for the open work they desire. Once the extra work board is down and posted there can be no additions, deletions of work. It is the employee's responsibility to call operations or to check the extra work board which will be posted by noon on the previous day. Employees may not sign for another employee.
- e. After receiving their highest pick for the day, an employee will be rotated to the bottom of the seniority list for the remainder of that day's selection process for any additional picks they may wish to work for that day.
- f. Employees who bid for extra work cannot have that work conflict with their regular bid run. In the event the Company must assign work after the above process has been exhausted, the Company shall assign the extra work in reverse order of seniority to employees who have signed for extra work but have not been awarded an assignment.
- g. Employees may bid for extra work in a particular classification for which they are qualified to perform by seniority. If no employee bids for extra work in his or her classification, then the work will be awarded to the most senior qualified employee in any classification who bid for such work.
- h. Spare drivers shall have seniority for all extra work except on their scheduled day(s) off.

- i. If an employee is awarded a piece of work that pays a higher hourly rate, then he or she shall receive the higher hourly rate. If an employee bids on a piece of work that pays a lower hourly rate, he or she shall receive their current hourly rate of pay for that work.
- I. Any unassigned work resulting from an emergency or an employee shortage shall be offered to any qualified employee at the Company's discretion.
- J. In the event that any problems should develop in the operation of the system, either party may request the other to discuss ways and means of resolving those problems.

ARTICLE 7 - HOURS OF WORK

- A. The basic workweek on regular Full-time Plymouth fixed routes shall consist of five (5) days per week with a forty (40) hour guarantee. The Company reserves the right to create four (4) days' work week schedules with a forty (40) hour guarantee.
- B. The basic workweek on regular Full-time Wareham fixed routes and all Dial-A-Ride service shall consist of five (5) days per week with a thirty-two (32) hour guarantee. The Company reserves the right to create four (4) days' work week schedules with a thirty-two (32) hour guarantee.
- C. Time and one half shall be paid for all time in excess of forty (40) hours actually worked per week.

ARTICLE 8 - MAKE-UP AND REPORTING TIME

- A.
 - 1). An "occasion" shall be each time an employee goes "on the clock" after having been "off the clock" or a job which has been cancelled prior to the official starting time for which the employee reports without having been notified not to report by the Company. An occasion shall pay a minimum of three (3) hours.
 - 2). The Company will make every effort to notify the employees of any cancellation prior to their reporting to work.

- 3). An employee reporting for work under this Paragraph shall stand by if requested and/or perform any other work assigned to him or her on that day and he or she shall be paid at his or her regular hourly rate except as hereinafter provided.
- B. Any employee who reports to work and is injured while employed within the meaning of the Worker's Compensation Law shall be paid at his or her hourly rate for the remainder of their run.

ARTICLE 9 - LEAVE OF ABSENCE

- A. A Leave of absence not to exceed thirty calendar days (will not be unreasonably denied by mutual agreement. It shall be cause for discharge if any employee on leave of absence works for any other company. The Company shall have the right with notice to the Union to renew any leave of absence for an additional period of thirty (30) calendar days. During the leave of absence, the employee must pay all benefits, including health, dental, vision insurance at 100% of the premium. During the leave of absence, the employee shall not accrue vacation or sick time.
- B. Any employee who is a member of the Union must keep themselves in good standing with the Union during their leave of absence.
- C. The employee requesting the leave of absence shall present in writing reasons for said request of a leave of absence. No leave of absence will be granted to employees who have not completed their probationary period.
- D. Any employee who is elected to the position of President and/or Financial Secretary/Treasurer of Local 1548 shall, upon request, be granted an unpaid leave of absence by the Company when requested by such employee in writing so that he or she can fulfill the duties of that office. Such leave of absence will be contingent on the fact that said position of President and/or Financial Secretary/Treasurer shall remain a full-time position paid by Local 1548. While on such leave of absence, the employee shall continue to accumulate seniority and longevity with the Company for all purposes for which seniority and longevity are applicable. In addition, he or she may continue to

participate in any of the fringe benefit programs that are available to members of the bargaining unit at his or her own expense or that of the Union, including the Company share of the cost of the fringe benefit program. The Company will require any employee on such a leave of absence to maintain his or her DPU license in good standing at his or her own expense or that of the Union. Upon his or her request, the employee will be allowed to return to his or her former position with the Company after return to work retraining, with all of his or her seniority and other contractual rights and benefits intact. An immediate bump bid will occur if a Full-time President and/or Financial Secretary/Treasurer becomes a Part-time President and/or Financial Secretary/Treasurer or leaves office.

- E. The Company shall permit any employee who is elected to the position of Part-Time Vice-President or Financial Secretary/Treasurer of Local 1548 to have such unpaid time off as may be necessary to perform the duties of those positions as they relate to the Company. Such time off shall be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time worked is a factor.
- F. Any employee elected or appointed to a Union office or committee shall be granted unpaid time off when requested to conduct the business of the Union as it relates to the Company subject to the proviso that the Company will have twenty-four hours written notice and adequate staffing available to meet its operating needs. Such time off shall be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time worked is a factor.
- G. The Company shall permit any employee who is elected to the position of Part-time President of Local 1548 to have such unpaid time off as may be necessary to perform the duties of that office. Such time off shall be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time (except vacation) is a factor. The Union will reimburse the Company for any fringe benefits paid but not earned by the Full or Part-time President, or his or her designee. In

the event the Part-time President is not capable to perform his or her duties, the Part-time Vice-President will be allowed the time off under the same conditions.

- H. The Company will comply with the provisions of the Family Medical Leave Act (FMLA). An employee taking such FMLA Leave must use all paid time off concurrent with any FMLA Leave.
- I. When an employee who has been on sick leave, disability or suspension returns to work, they will be required to return to full duty within ninety (90) calendar days or be subject to termination. The Company shall have the right to review the circumstances and extend the leave in thirty (30) day segments to a maximum of an additional ninety (90) calendar days.

ARTICLE 10 — OPERATIONS

- A. The Company shall have the right from time to time to use a full-time qualified Driver to dispatch buses, provided the Driver is willing to perform the work and in accordance with seniority and qualifications.
- B. The Company shall have the right to use supervisors or office staff as Operators when there are no full-time, part-time, other operators available or in an emergency.
- C. In the event the Company is not in-service due to weather or emergencies or cancels or reduces services, employees notified via the phone, phone message or electronic message prior to reporting to work shall not receive pay for that day; however, the employee shall have the option to use paid leave for that day. In the event a State of Emergency is declared by a governmental authority and an immediate shut down is imposed, employees who report to work on time shall be paid a minimum of three (3) hours or time actually worked, whichever is greater. In all such instances, the weekly guarantee in Article 7 shall not apply for that week.
- D. The Company may require employees to attend training outside regular work hours with at least two weeks' notice to the employees. Attendance at said training is mandatory. Training time will count as time worked for the purposes of calculating overtime.

ARTICLE 11 - BULLETIN BOARD

Space will be made available by the Company for a Union bulletin board at Plymouth. Union President, Vice-President, Financial Secretary/Treasurer and Executive Board members may post information to these boards without obtaining prior approval by a representative of the Company. Nothing of a nature derogatory to the Company and no political material will be posted. Any postings to the Company bulletin board by another member shall be submitted to the Company before posting and only such notices as are initialed by a representative of the Company shall be posted by the Union.

ARTICLE 12 - UNIFORMS

The Company will furnish uniforms to all employees if required.

ARTICLE 13 - HOLIDAYS

- A. New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving and Christmas shall be paid holidays for regular Full-time and regular Part-time employees.
- B. Regular and probationary Full-time employees shall receive eight (8) hours' straight time pay at their regular hourly rate for each holiday provided they worked their entire last scheduled work day before and their entire first scheduled work day after the holiday and their entire scheduled work day if scheduled on the holiday.
- C. Regular and probationary Part-time employees shall receive four (4) hours' straight time pay at their regular hourly rate for each holiday.
- D. Any employee scheduled to work on any holiday shall be required to work on said holiday to be eligible for holiday pay.
- E. Any eligible employees who are required to work on any holiday shall receive straight time pay at their hourly rate (unless eligible for overtime) for those hours worked in addition to holiday pay,
- F. Regular Full-time and Part-time employees to be eligible for holiday pay must work at least one (1) day in the week within which the holiday falls, unless they are on vacation that week, in which case they shall receive the holiday pay in addition to their vacation pay, and must also work the

last scheduled day for them preceding such holiday and the first (1st) day scheduled for them succeeding such holiday unless scheduled to work on such holiday.

- G. Holiday pay hours shall not count toward the calculation of overtime.

ARTICLE 14 – VACATIONS

- A. Vacation time will accrue from date of hire for all Full-time and Part-time employees covered by this agreement shall be awarded vacations as follows:

Seniority	Weeks
After one complete year	1 week
After two complete years	2 weeks
After five complete years	3 weeks
After ten complete years	4 weeks

- B. Full-time employees will be paid forty (40) hours for the week. Part-time employees will be paid their average weekly earnings for their previous six weeks prior to their vacation. Employees shall accrue one fourth ($\frac{1}{4}$) of their annual vacation time every three (3) months.
- C. Employees who are eligible for one (1) or two (2) weeks of vacation shall be required to take their full vacations. Employees who are eligible for more than two (2) weeks of vacation shall be required to take at least two (2) weeks of vacation but may by mutual agreement between the Company and the employee, work their remaining weeks of vacation or parts thereof, however they shall hold no seniority in their classification when bidding for work that week. Any work performed that week shall be paid at straight time unless the employee worked over forty (40) hours that week. Employees in an anniversary year, when a driver earns an additional week of vacation, must select a week after their anniversary date.
- D. Any employee who has been discharged prior to taking his vacation shall receive all accrued vacation pay if earned.

- E. Vacations shall not be accumulated from year to year, however operators will be granted their current amount of vacation time they had with the previous GATRA contract holder i.e. two (2) weeks, three (3) weeks or four (4) weeks maximum.
- F. In order to accrue vacation time for the purpose of this provision, days off for vacation, holiday, jury duty, bereavement leave, and Union business related to the Company shall be considered as days worked for the purpose of qualifying for benefits.
- G. Full-time and Part-time vacation bidding, shall be held in November and shall be done in a process similar to the division pick. Once an employee has been awarded known vacation time, the bid shall be firm for the length of the year and shall not be swapped unless mutually agreed upon between the Union and the Company.

ARTICLE 15 – WAGES

- A. Overtime shall be classified as any hours worked over forty (40) hours worked per pay week.
- B. Wage rates shall be as follows:



Date of Increases:	Year 1	Year 2		Year 3		Year 4	
	7/1/19	7/6/20	1/4/21	7/5/21	1/3/22	7/4/22	1/2/23
FT Plymouth & OWL Bus Operator							
0-1 Years	\$ 20.35	\$ 20.45	\$ 20.55	\$ 20.65	\$ 20.75	\$ 20.85	\$ 21.00
After 1 Year:	21.80	22.15	22.44	22.75	23.09	23.44	23.83
After 2 Years:	21.95	22.30	22.60	22.90	23.25	23.60	24.00
After 3 Years:	22.10	22.45	22.76	23.05	23.41	23.76	24.16
After 4 Years:	22.15	22.51	22.90	23.31	23.76	24.16	24.62
After 5 Years:	23.00	23.50	23.75	24.50	26.00	26.50	27.00
PT Plymouth & OWL Bus Operator	Follow Same Progression as FT Bus Operators						
FT DAR Operator							
0-1 Years	\$ 17.35	\$ 17.45	\$ 17.55	\$ 17.65	\$ 17.75	\$ 17.85	\$ 18.00
After 1 Year:	18.80	19.15	19.44	19.73	20.08	20.43	20.83
After 2 Years:	18.95	19.30	19.60	19.90	20.25	20.60	21.00
After 3 Years:	19.10	19.46	19.76	20.06	20.41	20.76	21.17
After 4 Years:	19.25	19.61	20.01	20.41	20.87	21.27	21.72
After 5 Years:	20.00	20.25	21.00	21.50	23.00	23.50	24.00
PT DAR Operator	Follow Same Progression as FT DAR Operators						
PT/FT Non-CDL DAR Operator	Same Progression as FT less \$1.50						
Call Taker FT	\$ 18.95	\$ 19.50	\$ 19.75	\$ 20.05	\$ 20.30	\$ 20.65	\$ 20.95
Call Taker PT	18.20	18.75	19.00	19.30	19.55	19.90	20.20
Dispatcher/Scheduler	20.00	20.25	21.00	21.50	23.00	23.50	24.00

- C. Non-CDL Operators desiring to obtain their Class B CDL (with passenger and air brake endorsement) will be offered CDL training upon written request.

ARTICLE 16 – INSURANCE

- A. The Company will offer full-time employees the Harvard Pilgrim Care HMO 1500 Plan or any comparable plan.

The Company will offer employees healthcare benefits following ninety-one (91) calendar days of full-time employment. Full-time employees are defined as employees working an average of thirty (30) hours per week or more.

The premium cost of the Health Plan will be paid seventy-five (75%) percent by the Company and twenty-five (25%) percent by the employee.

- a. Effective Year one, July 1, 2019, the Company shall reimburse up front a deductible of \$750 for single coverage, and \$1,500 for plus 1 and family coverages. Employees shall pay the next \$500 for single, plus 1, and family coverages. The Company will reimburse the last \$250 for single coverage, the last \$1,000 for plus 1 and family coverages.
 - b. Unless otherwise agreed, in years two and three, July 1, 2020 and July 1, 2021, the Company shall reimburse up front deductibles of \$750 for single coverage and \$2,000 for plus 1 and family coverage up front. Single subscribers shall pay the remaining \$750 deductible and plus 1 and family subscribers shall pay the remaining \$1,000 deductible.
 - c. By year two, the Company will explore health insurance policy options to negotiate with the union.
- B. In the case of all Full-time employees the Company shall offer a negotiated Dental Plan. The premium cost will be paid fifty (50%) percent by the Company and fifty (50%) percent by the employee.
- C. The Company agrees to provide life insurance for all employees less than seventy (70) years of age in the amount of twenty thousand (\$20,000.00) dollars. The Company will provide life insurance for all employees seventy (70) years of age and older in the amount of ten thousand (\$10,000.00) dollars.
- D. The Company agrees to provide for all employee's Short-Term Disability Insurance coverage based on sixty (60%) percent of the employee's base salary not to exceed five hundred twenty-five (\$525.00) dollars per week for a maximum of twenty-six weeks.
- E. Updated benefit plan information will be available to employees through the Company's online benefits portal or by request made to the Benefit Administrator.
- F. Each year the Company will continue to contribute its part of the monthly premium payments for three (3) calendar months following the month an employee is absent from work due to a work-related injury or sickness. In no event, however, shall the Company make these monthly contributions in excess of three (3) months for each individual

employee during the term of this Agreement. The three (3) months paid by the Company shall be for work absences due to work related injury or sickness only. If the employee returns to work after the three (3) months Company contribution period, the Company will contribute its portion of health medical premiums as provided in the Agreement. After the three (3) months Company contribution period has been exhausted, the employee will be assessed the full cost of coverage for any leave that extends beyond this period, for no more than one year.

ARTICLE 17 – LICENSES

The Company shall pay the Massachusetts Department of Public Utilities (DPU) License fees for all employees in the bargaining unit who have such licenses on their first (1st) year anniversary date and shall also pay all renewal fees for this license. All operators will be reimbursed for the cost of their DPU License fees upon reaching the anniversary date of their first (1st) continuous year of service provided they present a receipt for the payment of the fee.

ARTICLE 18 - PHYSICAL EXAMINATIONS

- A. The Company will pay the cost for required physical examinations for regular Full-time employees, and regular Part-time employees provided the physical examination is conducted by the Company's examiner. Employees must be examined by the Company doctor for State and Federal licenses.
- B. Employees shall not be permitted to operate Company vehicles, when, as a result of age, disability or other personal or physical reasons, they are unfit to operate said vehicles.

ARTICLE 19 - BEREAVEMENT LEAVE

- A. All Full-time and Part-time employees shall receive up to three (3) day's bereavement leave, including the day of the funeral following the death of a father, mother, spouse, child, sister or brother, and one (1) day's bereavement leave following the death of a mother-in-law, father-in-law, stepmother, or stepfather. Full-time employees are to be

- compensated for eight (8) hours at their hourly rate of pay per day and Part-time employees are to be compensated for four (4) hours at their hourly rate of pay per day.
- B. Bereavement leave will not be paid if an employee is scheduled for a regular day off or vacation. Bereavement leave shall not be used in the calculation of overtime.

ARTICLE 20 – SICK LEAVE

- A. The Company agrees to conform to the Massachusetts Sick Leave Law. Employees shall be entitled to forty (40) hours of paid sick leave per year earning it at one hour for every thirty (30) hours worked up to a maximum of forty (40) hours for the year. Employees may take sick leave in one (1) hour increments provided they have a sufficient number of earned sick time accrued. Once an employee has exhausted his/her forty (40) hours of paid sick leave in the year the employee is not entitled to any additional paid sick time under G. L. c. 149 Section 148C.
- B. Any unused sick time can be carried over from year to year up to a maximum of eighty (80) hours.
- C. Sick time hours paid shall not be used in the calculation of overtime.
- D. Upon separation from the Company, an employee will be compensated 50% for all unused sick days accumulated.
- E. **Miscellaneous: Paid Family and Medical Leave**

The Massachusetts Department of Family and Medical Leave shall assess a payroll tax for paid family and paid medical leave. The paid leave will become available for employees on January 1, 2021.

- 1) The Company shall collect from employees one hundred (100%) percent of the payroll tax for family leave and forty (40%) percent of the payroll tax for medical leave that is assessed by the Department of Family and Medical Leave beginning with the payroll pay date of December 19, 2019.
- 2) **Employees shall sign the notice required by G.L.c.175M.** The Company will pay the full cost from October 1, 2019 to the date of ratification.
- 3) The parties will reopen this section of the Agreement if the Company is successful in obtaining an insurance policy that qualifies for an exemption under the state law.

ARTICLE 21 - NO DISCRIMINATION

It shall be the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex or age as defined by law.

ARTICLE 22 - NO STRIKES – NO LOCKOUTS

- A. There shall be no strikes or work stoppages during the life of this Agreement.
- B. In the event any unauthorized strike, boycott, picketing, work stoppage, slowdown or any other type of organized interference with the Company's business occurs, the Company agrees that there shall be no liability on the part of the International or Local Union or any of their agents or officers, provided that the Union first (1st) meets the following conditions:
 - 1). The Union shall take every reasonable, prompt and positive measure to stop such action and shall promptly direct striking employees to return to work immediately.
 - 2). The Union shall promptly declare publicly that such action is unauthorized.
 - 3). Post notices on Union bulletin boards, advising employees that it disapproves such action.
- C. There shall be no lockouts by the Company of its employees except in the instance of a violation of Section A of this Article.

ARTICLE 23 – RETIREMENT

All full-time and part-time employees will be eligible to participate in the ATU National 401(k) Plan after completing 91 days of employment.

The Company shall match 50% of gross earnings the employee defers each payroll into the Plan, up to a maximum of 4% of gross earnings (2% maximum company matching contribution).

Effective July 1, 2020, the Company shall match 50% of gross earnings the employee defers each payroll into the Plan, up to a maximum of 6% of gross earnings (3% maximum Company matching contribution.)

ARTICLE 24 - SAVINGS CLAUSE

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

ARTICLE 25 - FULL AND COMPLETE AGREEMENT

The present contract is the full and complete agreement between the parties and during its term there shall be no changes made in the terms and conditions of employment of the employees in the bargaining unit nor shall there be any negotiations for additions or changes hereto except as may be mutually agreed upon by the Company and the Union.

ARTICLE 26 - DURATION

A. The Agreement shall become effective April 1, 2019, and shall continue in full force and effect through March 31, 2023, and shall thereafter renew itself for yearly periods, unless written notice is given by either party to the other not less than sixty (60) calendar days but not more than ninety (90) calendar days prior to the expiration date or any extension thereof that it is desired to terminate or amend the Agreement.

B. In the event such notice is given, the parties shall begin negotiations within thirty (30) calendar days. If negotiations are not completed prior to the expiration date, this Agreement shall terminate unless extended by mutual agreement of the parties.



IN WITNESS WHEREOF, PTM of Attleboro, Inc. AND LOCAL 1548, AMALGAMATED
TRANSIT UNION, have hereunto set their hands and seals as of the ____ day of 2020.

**LOCAL 1548, AMALGAMATED TRANSIT
UNION, AFL-CIO, CLC**
By its President/Business Agent

Charles A. Ryan III

PTM of Attleboro, Inc.
By its General Manager



Odette Y. Luszc



NOTICE OF WITHDRAWAL FROM UNION

I _____ hereby request a withdrawal card from Local 1548 of the
Amalgamated Transit Union. My last day of work for PTM of Attleboro, Inc. was _____.
(Print Name) (Date)

(Sign and Date)

Mail to:
Amalgamated Transit Union Local 1548
Post Office Box 1230
Plymouth, Massachusetts 02362-1230