

Pace North Shore Division

And

Amalgamated Transit Union, Local 241

Contract

January 1, 2016 Through December 31, 2021

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INTRODUCTION

Agreement made and effective the 1st day of January, 2016 by and between the Suburban Bus Division of the RTA (hereinafter called "Pace North Shore") and its respective successor, administrator, executor and legal representative, and ATU, Local 241. Wherever used herein a pronoun in the masculine gender shall be considered as including the feminine gender as well.

ARTICLE 1 Recognition of ATU, Local 241

Section 1. COLLECTIVE BARGAINING AGENT. Pace North Shore recognizes ATU, Local 241 as the sole and exclusive bargaining agent for all employees as listed in Section 2 employed at Pace North Shore Division. Excluded are all office clerical employees, confidential employees, dispatchers, inventory controller, controller, stockroom clerks, managerial employees, including division manager, superintendent of transportation, and superintendent of maintenance, van drivers, guards and supervisors as defined by the Illinois Public Labor Relations Act.

Section 2. FULL-TIME AND PART-TIME EMPLOYEES CLASSIFICATION.

- (a) Bus Operator
 - (1) Full-Time
 - (2) Regular Part-Time
- (b) Garage
 - (1) Mechanic
 - (2) Mechanic Helper
 - (3) Servicer
 - (4) Building Maintenance Person

ARTICLE 2 ATU, LOCAL 241 SECURITY AND CHECKOFF

Section 1. ATU, LOCAL 241. For the term of this Agreement all employees covered by this Agreement who are eligible for membership in ATU, Local 241 must, as a condition of employment become and remain members in good standing of ATU, Local 241 on and after the thirty-first (31st) day of becoming employees. The term "members of ATU, Local 241" as used in this section shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

Notwithstanding the foregoing, nothing in this Article shall inhibit or interfere with the fair share rights and obligations of the employees as set forth in the Illinois Public Labor Relations Act.

Section 2. CHECKOFF. Pace North Shore agrees to deduct at each pay period from the pay of each employee member of ATU, Local 241 ATU, Local 241 dues, fees, and/or assessments for the following pay period. Pace North Shore further agrees, upon receipt of notice in writing from ATU, Local 241, to increase or decrease the amounts to be deducted as dues, to deduct the amount or amounts of such assessment as may be levied by the Union against any employee member of the ATU, Local 241 covered by this Agreement, and also to deduct the amount of any initiation fee of any new employee member of ATU, Local 241 as directed in writing by the employee and ATU, Local 241. Such deduction shall only be made upon employee's written authorization and shall continue in effect until revoked in writing by the employee's submitting written notice to Pace North Shore and ATU, Local 241. Pace North Shore agrees to remit the deduction once each pay period promptly to the Respective Officer of ATU, Local 241 via electronic transfer. Pace North Shore shall forward to the Secretary of ATU, Local 241 the names of all persons entering or leaving the service.

Section 3. INDEMNIFICATION. ATU, Local 241 shall indemnify and save Pace North Shore harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not

taken by Pace North Shore for the purpose of complying with the provisions of this Agreement or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 4. FAIR SHARE

- (a) All employees covered by this Agreement who are nonmembers of ATU, Local 241, shall, commencing thirty (30) days after the effective date of this Agreement, or thirty (30) days after the date of their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of ATU, Local 241, pay to ATU, Local 241 each month their Proportionate Share of the representational cost of the collective bargaining process, contract administration, and pursuing matters affecting employee wages, hours and conditions of employment as defined in Section 3(g) of the Illinois Public Labor Relations Act.
- (b) Such Proportionate Share payment by non-members shall be deducted by Pace North Shore from the earnings of the non-member employees and Pace North Shore shall remit said Proportionate Share once each month promptly to the respective Officer of ATU, Local 241, provided, however, that ATU, Local 241 shall submit to Pace North Shore an affidavit which certifies the amount constituting said Proportionate Share not to exceed the dues uniformly required of the members of ATU, Local 241.
- (c) In addition to said affidavit, ATU, Local 241 shall provide to Pace North Shore a list of the names of all employee non-members of ATU, Local 241 from whose earnings the Proportionate Share payments shall be deducted.
- (d) If an ultimate decision in any proceeding hereunder directs that the amount of the Proportionate Share should be lower than the amount fixed by ATU, Local 241, ATU, Local 241 shall promptly adopt said determination and notify Pace North Shore to reduce deductions from the earnings of non-members to said prescribed amount.
- (e) Any employee of Pace North Shore who is in a bargaining unit represented by ATU, Local 241 who is not a member of the Local representing his/her bargaining unit, and who claims that the calculation of his/her Proportionate Share fee is inaccurate has the right to invoke the procedures that are available to objecting non-members under IPLRA.
- (f) Nothing in this Article shall inhibit or interfere with the right of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members. Such employees shall pay an amount equal to their fair share determined under this fair share agreement to a non-religious charitable organization mutually agreed upon by the employee affected and ATU, Local 241. If the affected employee and ATU, Local 241 are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

ARTICLE 3 **SENIORITY**

Section 1. DEFINITION. Seniority is defined as an employee's length of continuous service from his/her date of last employment. In the case of multiple hirings on the same day, seniority will be determined alphabetically except in the event of an internal candidate moving to another internal North Shore position, in which case his/her seniority will take precedence over new hires for the same classification. In the case of multiple internal candidates moving to the same classification, seniority between those internal candidates will be determined by their respective dates of hire, or alphabetically if their dates of hire are the same. Seniority begins on the employee's first day of work/training. Seniority shall apply on a job classification basis.

An up to date seniority list shall be posted at all times in an accessible place to the operators. Full-time and part-time employees shall be listed in order of their dates of employment, most senior to least senior. Full-time employees formerly employed as part time employees will carry with them into full-time status the Company seniority accrued by them as part-timers only for progression pay, layoff and recall. Such employees will not carry into full time status their seniority as part timers for any other purposes including picking rights, vacation, insurance, health and welfare or any other benefit.

Section 2. TERMINATION OF SENIORITY. Continuous service shall be broken and the employment relationship terminated when an employee:

- (a) Quits.
- (b) Is discharged.
- (c) On layoff for more than twelve (12) consecutive months.
- (d) Does not work for twelve (12) consecutive months, subject to the requirements of the Americans with Disabilities Act, as amended.

Section 3. PROBATIONARY PERIOD. Employees are on probation for a period of one hundred twenty (120) full working days. Employees hired on or after the date of ratification of this Agreement by both parties are on probation for a period of one hundred thirty (130) full working days. Employees may be immediately discharged with or without cause and shall have no recourse to the grievance procedure in the event of discharge. Part-time Bus Operators who move to a full-time position, or any full-time employee who moves to another job classification will not be required to serve a second probationary period, but must complete at least one hundred twenty (120) full working days probationary period. Part-time Bus Operators hired on or after the date of ratification of this Agreement by both parties who move to a full-time position, or any full-time employee hired on or after the date of ratification of this Agreement by both parties, who moves to another job classification will not be required to serve a second probationary period, but must complete at least one hundred thirty (130) full working days probationary period. Any internal candidate who moves to the classification of Bus Operator must serve a one hundred twenty (120) full working days probationary period in the classification of Bus Operator regardless of previous length of service. Any internal candidate, hired on or after the date of ratification of this Agreement by both parties, who moves to the classification of Bus Operator must serve a one hundred thirty (130) full working days probationary period in the classification of Bus Operator regardless of previous length of service.

Section 4. PROMOTIONS AND TRANSFERS. Employees who leave the bargaining unit to fill a non-bargaining unit position or who transfer from one seniority list to another in the bargaining unit shall have a fourteen (14) day trial period to maintain seniority, provided that the position which they left has not been filled. If the position which they left has been filled within the fourteen (14) day trial period then they may elect to return to the bargaining unit to another position which is vacant in the same section they came from, provided they are qualified.

Section 5. PART-TIME TRANSITION. A full-time operator may voluntarily elect to transition to the classification of regular part-time operator if a part-time block is available. Said operator must submit the applicable form to the Superintendent of Transportation or designee and will be placed at the bottom of the part-time list and pick his/her schedule from that position.

ARTICLE 4 **GRIEVANCE PROCEDURE**

All differences arising out of the interpretation or application of any provision of this Agreement shall be processed as follows.

1st Step

The grievance shall be submitted in writing to the employee's Superintendent or designee within seven (7) calendar days from the date of the occurrence of the grievance or said grievance shall be deemed abandoned. The Superintendent or designee shall attempt to adjust the grievance within seven (7) calendar days of receipt of said grievance. If ATU, Local 241 is not satisfied with Pace's attempt to adjust the grievance, ATU, Local 241 may process said grievance as outlined in the 2nd Step.

2nd Step

In the event that ATU, Local 241 is not satisfied with Pace's attempts to adjust the grievance as provided for in the 1st Step, ATU, Local 241 shall have seven (7) calendar days from Pace's response to submit the matter in writing to the Regional Manager or designee, for his/her review and determination. If Pace does not respond within the seven (7) calendar day period as outlined in the 1st Step, then ATU, Local 241 shall have seven (7) calendar days from that point to submit the matter in writing to the Regional Manager or designee, for his/her review and determination. In either circumstance, if such written notification is not submitted, said grievance shall be deemed abandoned.

Within seven (7) calendar days of ATU, Local 241's submission of the matter in writing, the Regional Manager or designee and ATU, Local 241 shall attempt to reach a settlement. If no settlement is reached within the seven (7) calendar day period, then either party may elect to submit the matter in writing to arbitration as provided in the 3rd Step of this Article, within fourteen (14) calendar days after the expiration of the seven (7) calendar day period. If no such election is made, the grievance shall be deemed abandoned.

3rd Step

Selection of the Arbitrator. In the event a grievance is referred to arbitration, representatives of Pace North Shore and ATU, Local 241 shall meet to select the arbitrator. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days after written notice of the referral to arbitration has been served, then the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Metropolitan Chicagoland area. The winner of a coin toss shall determine who shall strike the first name from the panel of arbitrators received from the Federal Mediation and Conciliation Service. The parties shall strike alternately with each party striking three (3) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from Pace North Shore and ATU, Local 241 requesting that he set a time and place for a hearing subject to the availability of Pace North Shore and ATU, Local 241. The award of the arbitrator shall be final and binding upon the employee(s), ATU, Local 241 and Pace North Shore. The jurisdiction of the arbitrator shall be only in regard to the particular dispute before him and he shall have no power or authority to add to, subtract from, modify or change in any way the terms of this Agreement. The arbitrator shall render his decision and award within thirty (30) calendar days after the close of the hearing or the date of briefs, if any, unless such time is extended by mutual agreement between ATU, Local 241 and Pace North Shore. The fees and expenses of the arbitrator, including the cost of any transcript of the proceedings and the cost, if any, of the hearing room, shall be shared equally between Pace North Shore and ATU, Local 241. Each party shall pay its own costs of preparation and attorneys' fees.

Time limits set forth in this Article may be extended only with mutual consent of the parties.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. GENERAL. The rights of Management set forth in this Article are in addition to those rights expressly stated elsewhere in this Agreement.

(a) The Management of the business and direction of the work force shall be the exclusive right of Pace North Shore. This includes all rights which ordinarily vest in and are exercised by employers such as Pace North Shore except such as are clearly relinquished herein by Pace North Shore, are reserved to and shall continue to vest in Pace North Shore. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to plan, control and direct operations; schedule work and assign employees according to classification and seniority; determine the services to be offered or performed by Pace North Shore; the establishment of departments; and to determine the number and locations of its facilities.

(b) The Management of Pace North Shore shall also have the right to establish reasonable work rules, standards and maintain the efficiency of its employees; establish rules and regulations and require the employees to comply with

them; to determine the size and nature of the work force; maintain order, and to discipline, suspend or discharge employees for just cause.

(c) Pace North Shore shall promote employees based upon merit and ability; however, part-time bus operators who have completed two (2) years of continuous service shall be given the first opportunity for available vacant full-time bus operator positions based on date of hire, unless the part-time operator has a suspension in his/her record. In the event an operator has a non-safety related suspension in his/her record and said suspension occurred within the six (6) month period prior to the operator applying for the vacant full-time position, said operator then is not eligible. In the event an operator has a safety related suspension in his/her record and said suspension occurred within the twelve (12) month period prior to the operator applying for the vacant full-time position, said operator then is not eligible.

Section 2. GARNISHMENTS. Pace North Shore will not tolerate garnishments beyond the limit of the law.

Section 3. SUPERVISORY/MANAGERIAL PERSONNEL WORKING. Supervisory and managerial personnel shall not perform work covered by the classifications of this Agreement that would replace an employee who is available and qualified to perform such work. Management personnel shall, however, perform any work required at any time in the event of:

- (a) Emergency.
- (b) Instruction or training.
- (c) Necessary experimental development and research work as needed.

ARTICLE 6 **WORKING CONDITIONS FOR FULL-TIME** **BUS OPERATORS**

Section 1. WORK WEEK. The work week will be Sunday through Saturday and will consist of four (4) or five (5) days. Bus operators will be scheduled for a minimum of thirty eight (38) hours per week. Full-time Bus Operators will have at least two (2) days off per week; if a third day off is included, at least two (2) of the three (3) days will be consecutive.

Based upon service and scheduling needs, Pace North Shore shall strive to provide a maximum number of full time bus operator straight runs.

All straight runs of seven and one half (7 1/2) continuous hours or more shall have scheduled unpaid period of at least twenty (20) minutes.

Section 2. SCHEDULED REPORT TIME.

- (a) Bus operators who pull a bus out of the garage will be scheduled for fifteen (15) minutes paid report time in order to prepare their bus.
- (b) Bus operators who leave the garage with a relief vehicle other than a bus will be paid for all time worked.
- (c) All bus operators will be scheduled a minimum of eight (8) hours between his/her finish time on any given day and his/her report time for the following day.

ARTICLE 7
BUS OPERATOR'S WAGES

Section 1. HOURLY RATE.

Hourly Rate

Effective the first full pay period on or after the following dates:

<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
25.90	26.60	27.30	28.00	28.70	29.40

Only employees who are active and on the payroll as of the ratification date of this Agreement by both parties and employees who retire on or after January 1, 2016 through the ratification date of this Agreement by both parties will be eligible for back pay. Payment will be made by separate check.

Section 2. PROGRESSION RATES. The hourly rate of pay for bus operators according to length of service shall be as follows:

<u>Step</u>	<u>Time in Progression</u> <u>Full-Time</u>	<u>Percent of Top Rate</u>
7	Thereafter	100%
6	1 Year	85%
5	1 Year	82%
4	1 Year	79%
3	1 Year	76%
2	1 Year	73%
1	6 Months	70%

<u>Step</u>	<u>Time in Progression</u> <u>Part-Time</u>	<u>Percent of Top Rate</u>
7	Thereafter	100%
6	6 Months	85%
5	1 Year	82%
4	1 Year	79%
3	2 Years	76%
2	2 Years	73%
1	6 Months	70%

Section 3. WEEKLY OVERTIME. Time and one-half (1½) of the bus operator's hourly rate will be paid for any work performed in excess of forty (40) hours per week.

Section 4. INSTRUCTIONAL PAY. Bus operators approved by Pace North Shore shall be paid one dollar and twenty cents (\$1.20) per hour for instructing students. Effective the first full pay period on or after ratification of this Agreement by both parties, bus operators approved by Pace North Shore shall be paid one dollar and twenty five cents (\$1.25) per hour for instructing students. Effective the first full pay period on or after January 1, 2019, bus operators approved by Pace North Shore shall be paid one dollar and thirty five cents (\$1.35) per hour for instructing students.

Section 5. RELIEF DISPATCHER. Bus operators designated by Pace North Shore to work as Relief Dispatcher shall receive one dollar and twenty cents (\$1.20) per hour extra while performing the function of Relief Dispatcher except he/she will not dispense discipline. Effective the first full pay period on or after ratification of this Agreement

by both parties, bus operators designated by Pace North Shore to work as Relief Dispatcher or Lake-Cook Coordinator shall be paid one dollar and twenty five cents (\$1.25) per hour extra while performing the function of Relief Dispatcher or Lake-Cook Coordinator, except that a Relief Dispatcher or Lake-Cook Coordinator shall not dispense discipline. Effective the first full pay period on or after January 1, 2019, bus operators designated by Pace North Shore to work as Relief Dispatcher or Lake-Cook Coordinator shall be paid one dollar and thirty five cents (\$1.35) per hour extra while performing the function of Relief Dispatcher or Lake-Cook Coordinator, except that a Relief Dispatcher or Lake-Cook Coordinator shall not dispense discipline.

Section 6. BUS OPERATOR'S ALLOWANCE FOR UNIFORMS. (a) In January or February, Pace North Shore will issue allowances on a voucher basis for the purchase of approved uniform items from the Pace North Shore uniform supplier. The annual uniform allowance will be \$275.00 for full-time and part-time operators. Effective January 1, 2017, the annual uniform allowance will be \$285.00 for full-time and part-time operators. Effective January 1, 2019, the annual uniform allowance will be \$300.00 for full-time and part-time operators.

Upon completion of training and entrance into Revenue Services, new hires will receive a pro-rated allowance for their first calendar year based on their date of hire with those hired between January and June receiving a \$100.00 allowance and those hired between July and November receiving a \$50.00 allowance. A new hire who completes training and enters into revenue service before annual vouchers are issued in January or February will be issued a full uniform voucher.

(b) **USE OF ALLOWANCE.** A bus operator receiving such allowance must expend it solely for the purpose of purchasing uniform apparel for his/her exclusive use. In the event that a bus operator terminates employment at Pace North Shore, either voluntarily or involuntarily, he/she shall not be awarded any unused credit for such uniform allowance. Unused uniform allowances cannot be carried over to the following calendar year, are not transferable and will not be paid upon termination of employment with Pace North Shore.

Section 7. SUMMONED FROM HOME TO WORK. When an employee is required to come from home to work to perform extra work, work that is neither picked nor agreed upon voluntarily to perform, such employee shall receive a minimum of two (2) hours work or pay for the day.

ARTICLE 8 **WORKING CONDITIONS FOR** **FULL-TIME MAINTENANCE EMPLOYEES**

Section 1. WORK WEEK.

- (a) Full-time Maintenance employees work week will consist of forty (40) hours and shall be Sunday through Saturday and consist of four (4) or five (5) days of work with at least two (2) consecutive days off per week.
- (b) Maintenance employees will have at least two (2) days off per week; if a third day off is included, at least two (2) of the three (3) days will be consecutive.

Section 2. WORK SCHEDULE PREFERENCE. Full-time Maintenance employees will be given a work schedule preference at least three (3) times a year at approximately four (4) month intervals in accordance with their seniority to perform the work. Maintenance employees enrolled in the Mechanic Training Program will be scheduled at the discretion of the Superintendent of Maintenance or designee. Pace North Shore reserves the right to reschedule employees.

For informational purposes only, Pace North Shore shall endeavor to provide to the Union a copy of the Maintenance work schedule preference one week prior to the work schedule preference being posted.

ARTICLE 9
MAINTENANCE EMPLOYEE'S WAGES

Section 1. HOURLY RATE.

Effective the first full pay period on or after the following dates:

	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Mechanic	26.99	27.99	28.99	29.99	30.99	31.99
Building Maintenance	26.71	27.43	28.16	28.88	29.60	30.32
Mechanic Helper	25.58	26.27	26.96	27.66	28.35	29.04
Servicer (hired before 7/1/02)	24.32	24.97	25.63	26.29	26.95	27.60
Servicer (hired on or after 7/1/02)	20.43	20.98	21.54	22.09	22.64	23.19

Only employees who are active and on the payroll as of the ratification date of this Agreement by both parties and employees who retire on or after January 1, 2016 through the ratification date of this Agreement by both parties will be eligible for back pay. Payment will be made by separate check.

Section 2. PROGRESSION RATES. The hourly rate of pay for servicers shall be as follows:

Time in Progression

<u>Step</u>	<u>Full-Time</u>	<u>Percent of Top Rate</u>
7	Thereafter	100%
6	1 Year	85%
5	1 Year	82%
4	1 Year	79%
3	1 Year	76%
2	1 Year	73%
1	6 Months	70%

Time in Progression

<u>Step</u>	<u>Part-Time</u>	<u>Percent of Top Rate</u>
7	Thereafter	100%
6	6 Months	85%
5	1 Year	82%
4	1 Year	79%
3	2 Years	76%
2	2 Years	73%
1	6 Months	70%

Section 3. OVERTIME. Time and one-half (1½) of the Maintenance employee's hourly wage rate will be paid for any work performed in excess of forty (40) hours per week.

Section 4. TOOL ALLOWANCE. All maintenance employees in classifications of Mechanic, Mechanic Helper and Building Maintenance Person, must supply their own working hand tools up to one and one quarter inches, (1¼”), both Standard and Metric equivalent.

All eligible employees in the above mentioned job classifications will be eligible for tool allowance of up to three hundred and fifteen dollars (\$315.00) per calendar year.

New hires will receive a pro-rated allowance for their first calendar year, based on the total number of months worked during the first year.

Receipts for tools must be submitted to the Superintendent of Maintenance during the last quarter of each calendar year. All receipts must show the date of purchase, a complete description of the tools and the name, address and telephone number of the seller.

Said tool allowance will only be paid for those tools which are purchased to be used solely in the repair of Pace North Shore equipment. Any unused tool allowance is not transferable and may not be carried over to the next year. In the event that an employee terminates employment at Pace North Shore, either voluntarily or involuntarily, he/she shall not be awarded any unused credit for such tool allowance.

Section 5. SHIFT RESPONSIBLE. A maintenance employee designated by Pace North Shore to be shift responsible shall receive \$1.40 per hour extra while performing as shift responsible. An employee acting as shift responsible will not dispense discipline.

Section 6. MECHANIC TRAINING PROGRAM. Mechanic helpers will have the opportunity to advance to the position of mechanic. Advancement shall be contingent upon the mechanic helper meeting certain criteria.

The following protocol will apply to employees who are unable to meet the criteria:

1. Maintenance employees who are promoted to Mechanic Helper after July 16, 2002 and who were active North Shore Maintenance employees as of July 16, 2002 will be reassigned to a servicer position if they are unable to meet the criteria, as determined by Pace.
2. Mechanic Helpers who were active Mechanic Helpers as of July 16, 2002 will be frozen in the position of Mechanic Helper if they are unable to meet the criteria as determined by Pace.
3. Mechanic Helpers hired after July 16, 2002 who were not active North Shore Maintenance employees as of July 16, 2002 shall be terminated with no recourse to the grievance/arbitration process, if they are unable to meet the criteria, as determined by Pace.

Instruction will be conducted over approximately a two (2) year period. The curriculum will be determined by Pace. All Mechanic Helpers shall be enrolled in the program. After meeting the criteria established by Pace, the Mechanic Helper will move to the Mechanic classification.

Section 7. LAYOFFS. Layoff of full-time maintenance employees shall take place by classification in reverse order of Pace North Shore seniority. Full-time shop employees can bump to any lower classification, including part-time, according to Pace North Shore seniority. Maintenance employees bumped into a lower classification shall receive the pay of the lower classification. Employee callback shall be done in reverse order of the layoff.

Section 8. SUMMONED FROM HOME TO WORK. When an employee is required to come from home to work to perform extra work, work that is neither picked nor agreed upon voluntarily to perform, such employee shall receive a minimum of two (2) hours work or pay for the day.

Section 9. EQUIPMENT ALLOWANCE. Effective upon ratification of this Agreement by both parties, all non-probationary Maintenance employees will be provided an equipment allowance of up to one hundred fifty dollars (\$150) reimbursement usable through the term of this Agreement, upon presentation of receipt, for purchase of Pace approved work/safety shoes or Pace approved cold weather outerwear clothing (i.e. insulated coveralls or parka/coat and pants).

ARTICLE 10 **HOLIDAYS**

Section 1. HOLIDAYS.

- (a) Regular paid holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- (b) Floating Holidays: sixteen (16) hours per calendar year.

Section 2. HOLIDAY PAY.

(a) Normally Scheduled to Work

"Normally Scheduled to Work" is defined as a workday that is included in a bus operator's run block or a workday that is included in a maintenance employee's work schedule preference.

When an employee is normally scheduled to work the day on which the regular paid holiday falls and:

- (i) The employee does not work on said holiday, the employee will receive holiday pay in the amount of the employee's normally scheduled run pay or scheduled maintenance shift hours for that day.
- (ii) The employee works on said holiday, the employee will receive holiday pay in the amount of the employee's normally scheduled run pay or scheduled maintenance shift hours for that day, in addition to the pay for the hours actually worked on said holiday. Any hours over forty (40) hours worked shall be paid at time and one-half (1½). Holidays will count as time worked.

(b) Scheduled Regular Day Off

"Scheduled Regular Day Off" is defined as a workday that is not included in a bus operator's run block or a workday that is not included in a maintenance employee's work schedule preference.

When an employee's scheduled regular day off falls on the day on which the regular paid holiday falls and:

- (i) The employee does not work on said holiday, the employee will receive eight (8) hours straight time holiday pay for that day.
 - (ii) The employee works on said holiday, the employee will receive holiday pay in the amount of eight (8) hours straight time holiday pay for that day, in addition to the pay for the hours actually worked on the holiday. Any hours over forty (40) hours worked shall be paid at time and one-half (1½).
- (c) An employee shall not receive pay for a regular paid holiday or a floating holiday unless he/she worked or was scheduled for funeral leave, vacation, holiday or jury duty on his/her full scheduled work day before and his/her full scheduled work day after said holiday.

Section 3. ELIGIBILITY.

- (a) In order to be eligible for floating holidays on January 1 each year, an employee must have completed six (6) months of continuous active service in the previous calendar year.
- (b) For an employee to receive the day off for a floating holiday, the employee must have approval from his/her supervisor.

Section 4. FLOATING HOLIDAY USAGE. Floating holiday time must be used within the calendar year in which it is awarded with the exception of a maximum of twelve (12) hours combined vacation/floating holiday/sick elective day ending balance which will be paid to employee's 401K Plan in the beginning of the following calendar year.

Section 5. SICK ELECTIVE DAYS. Effective July 1, 2007, full-time employees who have completed six (6) months of continuous active service in the previous calendar year are eligible for three (3) sick elective days beginning January 1st of each calendar year of this agreement. Full-time employees shall be paid eight (8) hours for each sick elective day taken regardless of their scheduled hours for that day. The eight (8) hours will not count as time worked. Sick elective days will not be charged as an instance of absence except as noted below.

Sick elective days may be taken if a slot is available as follows. Transportation: one AM sick elective slot and one PM sick elective slot per workday (Sunday or Holiday excluded). Maintenance: one AM sick elective slot and one PM sick elective slot per workday (Sunday or Holiday excluded). (“AM” is defined as reporting before noon and “PM” is defined as reporting after noon.) Employee must inform Dispatch or Superintendent in person or by telephone personally in advance in accordance with the North Shore Attendance Policy Absence Notification Procedures. At no time shall an employee receive sick elective pay if the employee incurs a miss or half miss. If the sick elective slot has already been taken, then the employee shall receive sick elective pay but said absence will be recorded as an instance of absence.

Sick elective days may also be scheduled in advance and shall be guaranteed as long as the following conditions are satisfied:

- Vacation calendar is not closed for the date(s) in question.
- Employee has said time available and properly submits his/her request in a timely manner.
- Work is posted with the open work for the date(s) in question.

For sick elective day(s) scheduled in accordance with the above conditions the sick elective slots for the date(s) in question will remain available.

Sick elective days may be picked in the vacation pick in the same manner as Floating Holidays.

Sick elective days cannot be banked or rolled over to a following year: sick elective days not used at the end of the calendar year will be added to the combined Vacation / Floating Holiday balance and handled accordingly.

Unless scheduled in advance as noted above, sick elective days taken before, after, or on a holiday may cause loss of holiday pay unless the employee submits a written physician’s statement to Safety immediately upon their return to work which attests to a bona fide absence caused by illness or non-occupational accident/injury.

Sick elective days cannot be used immediately before or after vacation unless scheduled in advance as noted above, or the employee submits a written physician’s statement to Safety immediately upon their return to work which attests to a bona fide absence caused by illness or non-occupational accident/injury.

On a trial basis, from the period of January 1, 2017 through December 31, 2017, eligible employees will have one (1) floating holiday (8 hours) and four (4) sick/elective days. After said trial basis, Pace North Shore may revert back to the current contract provisions.

ARTICLE 11 **VACATION**

Section 1. VACATION ALLOWANCE.

- (a) Vacation is earned each calendar year to be taken in the next calendar year.
- (b) Earned vacation is calculated as of January 1st each year.
- (c) Vacation is earned as follows on a calendar year basis:

<u>Calendar Year</u>	<u>Full Vacation Allowance Hours Earned in Calendar Year</u>
1	40
2 thru 5	80
6	88
7	96
8	104
9	112
10	120
11	128
12	136
13	144
14	152
15	160
16 and Thereafter	168

Section 2. VACATION USAGE. Vacation time must be used within the calendar year following the calendar year in which it is earned (or as provided in the applicable vacation pick) with the exception of a maximum of twelve (12) hours combined vacation/floating holiday/sick elective day ending balance which will be paid out to employee's 401K Plan in the beginning of the following calendar year.

Section 3. VACATION PAY. Vacation pay is based on the Operator's normally scheduled work hours or Maintenance scheduled work hours for the vacation day taken at the time vacation is taken.

Section 4. VACATION ELIGIBILITY. Employees must have worked at least 1600 hours during the previous calendar year to receive a full vacation allowance. Employees who have worked less than 1600 hours during the previous calendar year shall receive a pro-rated vacation. For this limited purpose only (determining vacation eligibility), time on Union business shall be counted as time worked. Employees discharged for theft shall receive no vacation pay.

Section 5. VACATION PICK. A vacation pick will be conducted in November or December of each year.

After the vacation pick, vacation day(s) or floating holiday(s) shall be guaranteed so long as the following conditions are satisfied:

- Vacation calendar is not closed for the date(s) in question.
- Employee has said time available and properly submits his/her request in a timely manner.
- Work is posted with the open work for the date(s) in question.

ARTICLE 12 **JURY SERVICE**

JURY SERVICE. A full-time employee on jury service will receive pay up to ten (10) days upon reimbursement to Pace North Shore of his/her compensation for jury service only and further provided he/she had reported the original jury summons to Pace North Shore within three (3) calendar days after receiving the jury summons. Effective July 1, 2014, a part-time employee on jury service will receive four (4) hours of pay for up to ten (10) days upon reimbursement to Pace North Shore of his/her compensation for jury service only and further provided he/she had reported the original summons to Pace North Shore within three (3) calendar days after receiving the jury summons.

ARTICLE 13 **FUNERAL LEAVE**

FUNERAL LEAVE. In the event of the death of a full-time employee's spouse, parent, child, brother or sister, the employee shall be entitled to up to three (3) consecutive days off work with pay to attend the funeral. The full-time employee shall be entitled to one (1) day off work with pay to attend the funeral of the employee's grandparent, grandchild, mother-in-law, or father-in-law. Effective upon ratification of this Agreement by both parties, in the event of the death of a part-time employee's spouse, parent, child, brother or sister, the employee shall be entitled to up to three (3) consecutive days off work with four (4) hours pay per day to attend the funeral. The part-time employee shall be entitled to one (1) day off work with four (4) hours pay to attend the funeral of the employee's grandparent, grandchild, mother-in-law, or father-in-law.

The employee must submit verification of his/her attendance at the funeral.

ARTICLE 14 **HOSPITAL, SURGICAL,** **HEALTH AND ACCIDENT INSURANCE**

Pace reserves the right to modify the benefits provided under the health insurance provisions of this Agreement in the event Pace may be subject to a penalty, tax, fine or increased costs as a result of requirements of the Affordable Care Act, as amended, and related regulations (collectively, the "ACA"). Pace will notify the Union thirty (30) calendar days prior to the implementation of the necessary change(s). If the Union wishes to bargain over the necessary change(s), the Union shall notify Pace, in writing, within five (5) calendar days of receipt of the notice. Such bargaining shall be limited to changes necessary to avoid a penalty, tax, fine, or increased costs as a result of the requirements of the ACA. If no agreement is reached within thirty (30) calendar days of the Union's request to bargain, Pace shall implement the necessary changes to avoid a penalty, tax, fine or increased costs resulting from the requirements of the ACA.

Section 1. PACE NORTH SHORE EMPLOYEE BENEFIT PLAN. For eligible employees Pace North Shore will provide Health and Welfare Benefits covering hospitalization, surgical benefits, and major medical insurance for employees and dependents covered by this Agreement. Said hospitalization, surgical benefits, and major medical plans shall contain cost containments such as second surgical opinion, precertification and concurrent review. All full-time eligible employees will be eligible solely for the HMO (Health Maintenance Organization) and may elect single or dependent coverage. Pace North Shore reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employees employed on the effective date of this Agreement is substantially the same.

Section 2. HMO. An eligible employee may as an option elect to participate in the Health Maintenance Organization with Pace North Shore. Benefits for all covered services rendered by a physician on an out-patient basis except for surgery, maternity services, out-patient psychiatric care, and substance abuse treatment are subject to a co-payment of \$20 per visit and then will be paid in full. Effective January 1, 2018, benefits for all covered services rendered by a physician on an out-patient basis except for surgery and maternity services will be subject to a co-payment of \$30 per visit and then will be paid in full. The HMO prescription drug program shall maintain a \$10(generic)/\$15(brand-formulary)/\$30 (brand) co-pay structure for the 30-day supply of retail drugs and the 90-day supply of retail or mail order drugs is subject to a \$20 (generic)/\$40 (brand-formulary)/\$70 (brand) co-pay structure. Effective upon ratification of this Agreement by both parties, the HMO prescription drug program will be subject to a \$15(generic)/\$30(brand-formulary)/\$50(brand) co-pay structure for the 30-day supply of retail drugs and the 90-day supply of retail or mail order drugs will be subject to a \$20 (generic)/\$40 (brand-formulary)/\$70 (brand) co-pay structure.

Section 3. EMPLOYEE CONTRIBUTIONS. Each eligible full-time employee in the HMO with single coverage shall have deducted in each payroll period \$40.00 from his/her payroll check; for an eligible employee with dependent (family) coverage, the amount shall be \$80.00.

Effective January 1, 2018, each eligible full-time employee in the HMO with single coverage shall have deducted in each payroll period \$45.00 from his/her payroll check; for an eligible employee with dependent (family) coverage, the amount shall be \$90.00.

Effective January 1, 2019, each eligible full-time employee in the HMO with single coverage shall have deducted in each payroll period \$50.00 from his/her payroll check; for an eligible employee with dependent (family) coverage, the amount shall be \$100.00.

Effective January 1, 2020, each eligible full-time employee in the HMO with single coverage shall have deducted in each payroll period \$55.00 from his/her payroll check; for an eligible employee with dependent (family) coverage, the amount shall be \$110.00.

Effective July 1, 2007 the dental plan shall be available for all full-time employees enrolled and contributing to the HMO plan with no additional employee contribution required for participation. For eligible full-time employees not enrolled and not contributing to the HMO plan, Pace North Shore shall continue to offer a voluntary dental plan and each eligible full-time employee who elects the Pace North Shore dental plan with single coverage shall have deducted in each payroll period \$8.50 from his/her payroll check; for an eligible employee with dependent (family) coverage, the amount shall be \$25.00.

Part-time employees who have completed twelve (12) months of active service and who have worked 1,040 hours or more in the previous calendar year shall be eligible for HMO single coverage in the current calendar year for employee only, provided the part-time employee pays fifty percent (50%) of the monthly premium amount towards single coverage and must qualify each subsequent year. The amount deducted in each payroll period for said coverage shall not exceed \$70.00. Effective January 1, 2018, the amount deducted in each payroll period for said coverage shall not exceed \$75.00. Effective January 1, 2019, the amount deducted in each payroll period for said coverage shall not exceed \$80.00. Subject to the same eligibility requirements as noted above, family HMO coverage shall be available to eligible part-time employees provided that, in addition to the per pay period deduction noted above, the eligible employee pays the difference in the HMO monthly premium amount between single and family coverage. Effective January 1, 2017, the dental plan shall be available for all part-time employees enrolled and contributing to the HMO plan with no additional employee contribution required for participation.

Section 4. PRE-TAX EMPLOYMENT CONTRIBUTION. Pace North Shore will establish a "premium conversion only" plan for employee contributions for the group insurance plan or any other health program contributions. Each employee eligible for coverage will elect annually to have his or her contribution paid on a pre-tax basis, thereby reducing his or her federal and state taxes to the extent provided by the Internal Revenue Code.

Section 5. WEEKLY SICKNESS AND ACCIDENT BENEFITS. Pace North Shore will provide weekly sickness and accident benefit for eligible full-time employees as follows:

\$300.00 Payable for not more than 26 weeks during the term of this Agreement.

Section 6. LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

	31 days - <u>5 Years Service</u>	After 5 <u>Years Service</u>
Life Insurance	\$10,000	\$50,000
Accidental Death and Dismemberment Insurance	\$20,000	\$50,000

Section 7. FELONIOUS ASSAULT INSURANCE. Pace shall provide felonious assault insurance which covers occupational life only in the amount of \$135,000 for full-time and part-time employees.

Section 8. SUPPLEMENTAL LIFE INSURANCE. Full-Time employees with less than five (5) years of service can purchase \$10,000 of supplemental life insurance. Full-Time employees with five (5) or more years of service can purchase \$20,000 of supplemental life insurance.

ARTICLE 15
PART-TIME EMPLOYEES

PART-TIME EMPLOYEES. Pace North Shore shall be permitted to hire part-time employees in all classifications. Part-time employees shall not exceed forty five percent (45%) of the total number of employees. Part-time bus operators shall not exceed fifty three percent (53%) of the total number of bus operators.

- (a) Part-time employees shall be covered under the sections of this Agreement dealing with the probationary period, ATU, Local 241 representation, grievance procedure, funeral leave and arbitration.
- (b) Part-time employees shall not be eligible for paid leave or other fringe benefits applicable to full-time employees unless specifically provided in this Agreement.
- (c) Part-time employees shall accrue seniority while so employed as a part-time employee for the following only: for progression pay purposes and for picking. A part-time employee who is accepted for employment as a full-time employee shall accrue seniority for progression pay purposes only, from the date of hire as a part-time employee.
- (d) Part-time employees shall be paid subject to the part-time wage progression.
- (e) Part-time employees shall be paid for all time during which they are required by Pace North Shore to perform any duties.
- (f) Part-time employees, after one (1) calendar year of service, shall have the option to request non-paid leave of three (3) weeks. This non-paid leave is optional and does not have to be taken, but must have prior approval from employee's supervisor.
- (g) Part-time employees shall not be regularly scheduled to work more than thirty-two (32) hours per week.
- (h) In the event of a layoff, part-time bus operators shall be laid off prior to full-time bus operators who are actively working and on the roster.
- (i) Part-time employees who have one (1) year of continuous active service will receive four (4) hours of holiday pay for Christmas Day and Thanksgiving Day. Effective January 1, 2017, part-time employees with three (3) or more years of continuous active service shall also receive four (4) hours holiday pay for New Years Day. A part-time employee shall not receive pay for a regular paid holiday unless he/she worked or was scheduled for funeral leave, vacation, holiday or jury duty on his/her full scheduled work day before and his/her full scheduled work day after said holiday.

ARTICLE 16
WORK PICKS

Section 1. WORK PICKS. There will be at least three (3) picks per calendar year on a seniority basis.

Section 2. POSTING OF THE PICKS.

1. A copy of the weekly work choices will be made available to ATU, Local 241 twenty one (21) days prior to the effective date of the pick except in emergency.
2. All weekly work choices will be posted at least two (2) weeks in advance except in emergency.
3. The actual picking will end at least one (1) week before it goes into effect except in emergency.

Section 3. PICKING. An ATU, Local 241 representative has a right to be present during the actual picking of work. Each bus operator shall pick his/her weekly work choices by seniority every ten (10) minutes. If a bus operator is not present to make a selection, does not leave his/her selection or does not call in his/her selection, the ATU, Local 241 representative and the Pace North Shore representative shall make a pick for him/her. The pick shall be the same weekly work choice (if available) that the bus operator currently has or the closest weekly work choice to it. Thereafter, the pick shall proceed to the next assigned bus operator.

The above Work Pick procedures may be changed only by mutual agreement of both parties.

ARTICLE 17 **MEDICAL EXAMINATIONS**

Section 1. MEDICAL EXAMINATION WHILE ACTIVELY EMPLOYED. Each employee of Pace North Shore shall submit to a medical examination as to health and medical ability at any time designated by Pace North Shore, said examination to be made by a doctor selected by Pace North Shore and the expense thereof to be borne by Pace North Shore. If any employee should be found to be medically unfit to continue his employment, Pace North Shore reserves the right to dispense with his services, and Pace North Shore shall notify the employee and ATU, Local 241 in writing, by certified mail, return receipt requested. In the event of a conflict between Pace North Shore's decision and a medical opinion of the employee's doctor, ATU, Local 241 may, within fifteen (15) days after receiving written notice of Pace North Shore's decisions, elect that the employee be examined by a third doctor to be selected by the parties. The expense of said examination by said third doctor shall be shared equally by the parties. Pace North Shore may furnish the third doctor with a description of the medical standards and requirements for the job in question, and a copy of such description shall also be furnished to ATU, Local 241. The determination of the third doctor as to whether or not the employee meets said medical standards and requirements for the job in question shall be final and binding on Pace North Shore, the employee and ATU, Local 241.

If it is determined by the third doctor's opinion that the employee is medically capable to perform his duties on his job, he shall be returned to his job and be compensated for lost time (not to exceed thirty (30) calendar days) without loss of benefits.

Section 2. MEDICAL EXAMINATION WHILE EMPLOYEE IS ON MEDICAL LEAVE. If there is a dispute between Pace North Shore's doctor's opinion and the employee's doctor's opinion as to the medical ability of the employee to return to work while on medical leave for an occupational or non-occupational injury or illness:

- (a) In the case of Pace North Shore's doctor's opinion that the employee is medically able to return to work, but the employee's doctor's opinion is that the employee is not medically able to return to work, then within fifteen (15) days of written notice, by certified mail, return receipt requested, to the employee to return to work, and with a copy sent to ATU, Local 241, ATU, Local 241 may elect that the employee be examined by a third doctor under the procedure stated in Section 1 above; and
- (b) In the case of the employee's doctor's opinion that the employee is medically able to return to work, but Pace North Shore's doctor's opinion is that the employee is not medically able to return to work, then within fifteen (15) days of the receipt by ATU, Local 241 of a copy of the employee's doctor's statement releasing the employee to return to work, and a copy of Pace North Shore's doctor's statement to the contrary, ATU, Local 241 may elect that the employee be examined by a third doctor to be selected by the parties. The expense of said examination by said third doctor shall be shared equally by the parties. Pace North Shore may furnish the third doctor with a description of the medical standards and requirements for the job in question, and a copy of such description shall also be furnished to ATU, Local 241. The determination of the third doctor as to whether or not the employee meets said medical standards and requirements for the job in question shall be final and binding on Pace North Shore, the employee and ATU, Local 241. If it is determined by the third doctor's opinion that the employee is medically capable to perform his duties on his job, he shall be returned to his job and be compensated for lost time (not to exceed thirty (30) calendar days) without loss of benefits.

Section 3. VISITS TO COMPANY MEDICAL SERVICES PROVIDER. Required visits to the company medical services provider shall pay up to forty-five (45) minutes for round trip travel time, plus actual time at the medical service provider facility. In the event that the location of the company medical services provider should change significantly, Pace agrees to pay a reasonable amount of travel time based on the new location of the provider.

ARTICLE 18 **401K PLAN**

401K PLAN. Pace shall continue the 401(k) Plan and Pace shall contribute four percent (4%) of compensation for each full-time employee. Each full-time employee shall be allowed but not required to contribute to the Plan in accordance with the law. Part-time employees who have completed their probationary period shall be allowed but not required to contribute to the Plan in accordance with the law, but shall not be eligible to receive employer contributions. The 401K Plan will pay for one-half (1/2) of the 401K Plan's expenses. After reaching a value of one million dollars (\$1,000,000), the 401K Plan shall pay all of its expenses.

ARTICLE 19 **ATU, LOCAL 241 REPRESENTATIVES**

Pace North Shore agrees that members of ATU, Local 241 who shall be elected to office shall be granted the necessary leave of absence from the service of Pace North Shore, not to exceed sixteen (16) hours per week per officer, for the handling of ATU, Local 241 business. The sixteen (16) hours per officer may be exceeded as the result of out of the ordinary ATU, Local 241 business such as an officer's attendance at collective bargaining negotiations. Time off to attend union conferences, caucuses and/or union seminars may also be granted provided written requests for leave are provided with no less than seven (7) working week days' notice. ATU, Local 241 agrees to give Pace North Shore ample notification of time off requests for ATU, Local 241 business. In non-emergency situations (unless noted above), written requests for leave shall be provided with no less than three (3) working week days' notice.

ATU, Local 241 shall provide Pace North Shore Division with a listing of the names, addresses and phone numbers of its representatives and will update the list when changes occur.

In event that a representative fails to work a minimum of 55% of their scheduled work hours during the calendar year due to ATU, Local 241 business, ATU, Local 241 shall reimburse Pace North Shore Division the premium costs for all benefits paid on behalf of the representative by Pace North Shore Division.

ATU, Local 241 representative(s) business shall be unpaid by Pace North Shore and shall be conducted on the representative's own time.

ARTICLE 20 **ACCIDENT REVIEW PROCEDURE**

Upon notification to the employee that an accident has been graded "Preventable", the employee may request an appeal as follows:

Upon notification to the employee that an accident has been graded Preventable, the employee may request a review and appeal of the accident grading by the Pace North Shore Division Accident Review Committee within ten (10) calendar days of the date of notification. The employee shall prepare and submit a detailed account of his/her accident including sketches of all vehicles, objects, persons, etc. relative to the accident; a detailed explanation of why the employee feels the accident should be "Non-Preventable" and shall submit this to the Division Safety Office within ten (10) calendar days of the employee's appeal to the Division Safety Office.

The Safety and Training Manager who graded the accident shall prepare the information on the accident and grading of the accident which shall be submitted in writing for the Committee to review. The information shall include the Standard Operating Procedures and/or rules, policies, Rules of The Road, etc. that the employee violated which resulted in the grade of Preventable.

The Accident Review Committee shall be convened on an as needed basis for the purpose of reviewing accidents under the following terms and conditions:

The Accident Review Committee shall consist of four (4) members; Two (2) active bargained for employees who have achieved a One Million Mile Safe Driver Award and are a current Qualified Pace North Shore Division Line Instructor, to be appointed by the Union. And two (2) Pace Representatives, one (1) Safety and Training Staff member, excluding Pace North Shore Division Safety Training Manager and one (1) Pace Supervisor member who has completed training in the Federal Transportation Administration's Bus Accident Investigation Course and was not part of the accident investigation, to be appointed by Pace. The Safety person who graded the accident shall not be a part of the Committee but shall be available if the Committee should need any information regarding the accident during the review process.

The Committee shall review all pertinent information submitted and discuss the facts and circumstances of the accident. Upon conducting a thorough review of the accident by the Committee, the meeting shall conclude and each Committee member shall vote, by secret ballot to be deposited in a container, the grade of this accident using either P (Preventable) or NP (Non-Preventable) to change the accident grade to Non-Preventable.

A Pace North Shore Division Representative, not involved in the Accident Review Committee and a Union Representative not involved in the Accident Review Committee, shall collect the container with the four (4) votes, tally the votes and announce the grade to the Committee. The Company and Union agree that the Accident Review Committee is to be impartial and that members of the Committee shall not be subject to any form of criticism or negative treatment by any other employee as a result of his/her participation on the Accident Review Committee.

The simple majority of votes cast shall be final and binding with no further recourse by any of the parties. The employee shall be notified in writing of the decision of the Accident Review Committee.

In the event of a tie vote above by the Accident Review Committee, the grade shall remain the same, and the employee may further appeal to the National Safety Council, by notifying the Division Safety Office of his/her intent, in writing, no later than seven (7) calendar days after receipt of the written notification of the decision rendered by the Accident Review Committee. Upon receipt of the above, the Division Safety Office shall prepare a letter to the National Safety Council requesting them to issue an opinion of this accident and shall attach a copy of the materials and documents relative to the said Accident Committee review process and submit to the National Safety Council for review. The cost of an appeal to the National Safety Council shall be equally divided between Pace North Shore and the employee if the "Preventable" grade is upheld. If the National Safety Council reverses the "Preventable" grade then the cost of such appeal shall be paid solely by Pace. The employee shall receive a copy of all materials forwarded to the National Safety Council by the Division Safety Office.

The opinion issued by the National Safety Council shall be considered final. The Division Safety Office will notify the employee immediately of the opinion. Should that opinion state the employee could not have prevented the accident, Pace will change the grade to "Non-Preventable" and meet with the Union in an attempt to resolve the matter. In the event the parties cannot resolve the matters, the appropriateness of the remedy only shall be subject to the grievance procedure.

ARTICLE 21 **CONFLICT WITH LAW**

It is the intent of the parties to this Agreement that its provisions be in conformity with applicable federal and state law and regulations issued thereunder. If any provision of this Agreement is found to be in conflict with any such laws or regulations, such provision shall be void and of no further force and effect but the remainder of the Agreement

shall not be affected thereby. The parties shall meet promptly upon request of either party for the purpose of attempting to negotiate a lawful provision to replace any provision as voided.

ARTICLE 22 **SUSPENSION OF SERVICE**

Pace North Shore agrees that ATU, Local 241 members will be paid for their regular assigned days of work after reporting for the same provided nothing prohibits Pace from operating such as power failures, breakdowns of utilities, floods, storms, riots, strikes, fires or acts of God (employees who report when service is cancelled due to the enumerated reasons shall receive a minimum of two (2) hours pay).

ARTICLE 23 **SUCCESSOR CLAUSE**

This Agreement shall be binding upon parties, their successors, and assigns; and in no way shall be changed or modified during its term should any change occur in the ownership, management, operation, or employee representation. Each party shall give notice to any prospective successor of the existence of this Agreement and its terms.

ARTICLE 24 **NO STRIKE/NO LOCKOUT**

Section 1. ATU, Local 241 and the employees agree, individually and collectively, that during the life of this Agreement there shall be no strikes, slowdowns, refusal to work, picketing, sit-downs, stay-ins, walkouts, secondary boycotts, nor shall any employee be in any way involved or participate in any sympathetic or unfair labor practice strike or any other type of strike including any work to rule or other restriction on production and/or cooperation with Pace North Shore.

Section 2. ATU, Local 241 shall take all steps and do all that is necessary to terminate any activity described above occurring during the life of this Agreement by any employee, ATU, Local 241's agents or representatives.

Section 3. Pace North Shore shall have the right to discharge or otherwise discipline any employee who engages in any activities prohibited by this Article. Notwithstanding any provisions of this Article, nothing shall prohibit Pace North Shore from imposing different levels of discipline for conduct in violation of this Article on any basis, including imposing more severe levels of discipline against ATU, Local 241's officials, representatives, etc. In the event an employee is disciplined or discharged and ATU, Local 241 or the employee wished to contest such action, it must do so under the grievance/arbitration procedures of this Agreement. The decision of the arbitrator shall be limited solely to whether the individual participated in the prohibited activity, and the arbitrator shall have no authority to mitigate the penalty in any fashion.

Section 4. Pace North Shore agrees that during the life of this Agreement, there shall be no lockout of the employees.

ARTICLE 25
TERM

This Agreement shall become effective the 1st day of January 2016 and shall continue in full force and effect through December 31, 2021. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date set forth above that it desires to modify this Agreement. This entire agreement shall remain in full force and effect during the period of negotiations.

This Agreement may be reopened if an amended budget submitted pursuant to Section 2.18(a) of the Regional Transportation Authority Act is not approved by the Board of the Regional Transportation Authority.

ATU, LOCAL 241

PACE NORTH SHORE DIVISION

Executive Director

Deputy Executive Director

Regional Manager

DATED: _____

Division Manager

**SIDE LETTER AGREEMENT RE:
GRANDFATHERED EMPLOYEES**

This is to confirm the parties agreement that Pace will maintain the present paid sick days and present compensation time agreement for employees during the term of this collective bargaining agreement who were former full-time Wilbus employees employed by Wilbus on December 31, 1994 and still employed by Pace North Shore on the date of ratification of this collective bargaining agreement. The list of said employees is as follows:

Wilbus Grandfathered Full-Time Employees

Operators

Jesse Barrera
Jeffrey Lamich
Michael Miles
Anthony Rynerson
Donald Velasquez

Maintenance

Paul Iversen
George Ryan

ATU, LOCAL 241

PACE NORTH SHORE DIVISION

DATED: _____

SIDE LETTER AGREEMENT RE:
CASUAL EMPLOYEES

This is to confirm the parties agreement that Pace North Shore may continue to have not more than six (6) casual employees who will not be bargained for by ATU, Local 241. In the event of any layoff, said employees will be laid off first before any other employee. The total hours for casual employees shall be four thousand (4,000) hours per calendar year and a casual employee will not work more than one thousand four hundred (1,400) hours in a calendar year. A running tally of casual hours will be provided quarterly to the Union without employee names.

ATU, LOCAL 241

PACE NORTH SHORE DIVISION

DATED: _____

SIDE LETTER AGREEMENT RE:
APPROVED UNIFORM ITEMS

This is to confirm the parties' agreement that vests and cargo pants will be added to the Pace North Shore approved uniform item list.

ATU, LOCAL 241

PACE NORTH SHORE DIVISION

DATED: _____

SIDE LETTER AGREEMENT RE:
BUILDING MAINTENANCE CLASSIFICATION

Effective upon the date of ratification by both parties, the current employee in the Building Maintenance classification will be paid the hourly rate of the Mechanic as outlined in Article 9, Section 1. All employees hired on or after the date of ratification by both parties, in the Building Maintenance classification will be paid the hourly rate of the Building Maintenance classification as outlined in Article 9, Section 1.

ATU, LOCAL 241

PACE NORTH SHORE DIVISION

DATED: _____

SIDE LETTER AGREEMENT RE:
BULLETIN BOARD

Pace North Shore agrees to furnish space for a bulletin board for Union business of a non-political and non-inflammatory nature, provided a copy of any posting is given to the Division Manager or designee prior to posting and said postings are for Union business only. Any posting may be removed or not posted if it is not for Union business.

ATU, LOCAL 241

PACE NORTH SHORE DIVISION

DATED: _____

VISION BENEFITS

ELIGIBLE EMPLOYEE PAYS

<i>Exam</i>	\$10 copay
<i>Frames</i>	\$40 copay of 1 st \$70 + 90% over \$70
<i>Lenses - Pair</i>	
Single	\$35
Bifocal	\$55
Trifocal	\$65
Lenticular	\$110
<i>Lens Options</i>	
Standard Polycarbonate	\$30
Scratch-Resistance Coating	\$15
Tint	\$10
Ultraviolet Coating	\$15
Standard Anti-Reflective Coating	\$45
Standard Progressive (add to bifocal)	\$60
<i>Contacts</i>	
Permanent / Disposable	80% / 90%
<i>Frequency</i>	
<i>Exams</i>	Once per calendar year

Frames, Lenses, Contacts Unlimited - As often as you want and as many pairs of glasses that you want for you and each of your eligible dependents. Includes prescription sun glasses.

DENTAL BENEFITS

Deductible Per Person / Family	\$50 / \$150
Preventative Care	100%
Basic	80%
Major	50%
Calendar Year Maximum	\$2,000.00
Orthodontia Co-insurance*	50%
*Available to eligible dependents	
Lifetime maximum	\$2,000.00