
Collective Bargaining Agreement

by and between

Northeastern Connecticut Transit District

and the

Municipal Employees Union Independent

Local 506, SEIU, AFL-CIO

July 1, 2017 - June 30, 2020

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Preamble

This AGREEMENT is made and entered into by and between the NORTHEASTERN CONNECTICUT TRANSIT DISTRICT, hereinafter referred to as "Transit District" or "Employer" and MUNICIPAL EMPLOYEES UNION INDEPENDENT, LOCAL 506, SEIU, AFL-CIO, hereinafter referred to as "Union" or "MEUI".

Article I - Recognition/Definitions

The Employer hereby recognizes the MEUI, Local 506 as the sole and exclusive bargaining agent for those employees of the Transit District specified in a certification by the Connecticut State Board of Labor Relations dated on or about March 11, 1998 (Decision No. 3580). (See Appendix A, attached hereto and made a part hereof.)

1. The terms and provisions of this Agreement shall be binding upon the Employer and the Union, and each employee in the bargaining unit described herein. When the word "Employer" is used in this Agreement, it shall mean the Northeastern Connecticut Transit District. When the word "Union" is used, it shall mean the Municipal Employees Union Independent, Local 506, SEIU, AFL-CIO. When the word "employee" is used, it shall mean an employee in the bargaining unit.
2. For the purpose of this Agreement, a full-time employee means an employee who normally works thirty-five (35) hours or more per week. A part-time employee means an employee who normally works less than thirty-five (35) hours per week.
3. Part-time employees shall not earn any benefits, other than wages, unless explicitly granted to said employees in this Agreement. Further, no other Articles or Sections in this Agreement shall pertain to part-time employees, unless explicitly specified in this Agreement.

Article 2 - Union Membership/Agency Fees and Dues Check-off

1. Subject to the provisions of this Article, during the term of this Agreement or any extension thereof, all full-time and part-time employees in the collective bargaining unit shall, from the effective date of the Agreement or within thirty (30) days from the date of their employment by the Employer, whichever date is later, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union an agency fee, which shall not exceed the applicable Union dues.
2. Union dues, as properly authorized and uniformly required, shall be deducted by the Employer from the wages of each full-time and part-time employee who signs and remits to the Employer an authorization form. Such deduction shall continue for the duration of the Agreement or any extension thereof. Notwithstanding the aforesaid, said dues deduction shall be discontinued upon written request of an employee within thirty (30) days in advance.
3. Any full-time or part-time employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union, or any employee whose Union membership is terminated for any reason, or any employee who resigns from Union membership shall be required to pay and agency service fee, as properly authorized and uniformly required. Said service fee shall be deducted automatically from the wages of such employees.

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4. The Employer shall remit to the Union, no later than the third Thursday of each month, the dues and agency fee deductions made in the previous month, together with a list of the names of employees from whom such deductions have been made and the amounts deducted. Said dues or agency fees shall be certified to the Employer by the Union at least thirty (30) days prior to implementation. The Union agrees to refund to the employee through the Transit District any monies found to have been erroneously or improperly deducted.
5. No dues or fees will be deducted from an employee who has exhausted sick leave or while collecting Worker's Compensation.
6. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liabilities, including all legal fees and costs, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article of this Agreement.

Article 3 - Management Rights

1. The Union recognizes that, subject to the terms of this Agreement, the Employer has rights, powers, and authority to manage its own operations. These rights include, but are not limited to:
 - a. To establish standards for productivity, determine the objectives of the Employer, determine the methods and means of fulfilling those objectives, including assigning, selecting, scheduling, and increasing and decreasing the staff through hiring, promotion, assignment, transfer, discharge and layoff;
 - b. To establish, modify and discontinue policies, practices, procedures and regulations with respect to employees and the Transit District;
 - c. To maintain discipline and efficiency of employees;
 - d. To establish and change protection standards and quality standards;
 - e. To determine the need for removing, replacing and purchasing equipment and technology;
 - f. To determine the need for purchasing or contracting for products from outside sources; to determine the need for purchasing or contracting or services from outside sources, provided the same is not normally performed by bargaining unit members;
 - g. The right to introduce new and improved methods or improve old methods of operation, including, scheduling;
 - h. To determine the need to add, alter or discontinue services and programs;
 - i. To take necessary action to fulfill its objectives in emergencies; and
 - j. To fulfill all of its legal responsibilities.
2. The Employer's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Employer from exercising the same in some other way not in conflict with the

provisions of this Agreement.

Article 4 - Job Classifications/Job Descriptions

1. Job Classifications As of the date of the execution of this Agreement, the Transit District has the following classifications of drivers:
 - a. Full-Time Driver
 - b. Part-Time Driver; and
 - c. Substitute Driver¹
2. Job Descriptions Job descriptions for full-time and part-time employees shall be in accordance with Appendix D, attached hereto and made a part hereof.

Article 5 - Seniority/Probation

1. Seniority for full-time employees shall commence on the day that an employee begins work as a paid full-time employee of the Transit District, except as provided hereinafter. In the event that more than one full-time employee commences work on the same day, seniority shall be determined by the employee's order of hire measured by his/her submission of properly completed employment forms. Notwithstanding any other provision of this Agreement, no full-time employee shall attain seniority rights under this Agreement until he/she has been continuously employed as a full-time employee of the Transit District for a period of six (6) months. During said period, the employee shall be on probation and may be discharged by the Transit District at anytime for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Further, except as provided hereinafter, seniority as a full-time employee shall not count towards seniority as a part-time employee for any reason or purpose whatsoever.
2. Seniority for part-time employees shall commence on the day that an employee begins work as a part-time employee of the Transit District, except as provided hereinafter. In the event that more than one part-time employee commences work on the same day, seniority shall be determined by the employee's order of hire measured by his/her submission of properly completed employment forms. Notwithstanding any other provision of this Agreement, no part-time employee shall attain seniority rights under this Agreement until he/she has been continuously employed as a part-time employee of the Transit District for a period of six (6) months. During said period, the employee shall be on probation and may be discharged by the Transit District at anytime for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Further, except as provided hereinafter, seniority as a part-time employee shall not count towards seniority as a full-time employee for any reason or purpose whatsoever.
3. Management may elect to have an employee serve an extended probationary period of up to six additional months by written notice to the employee and the Union. Employees serving this

¹ Per Connecticut State Board of Labor Relations Decision 3580, substitute drivers are not members of the bargaining unit and are not part of this Agreement.

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extended probationary period shall have all rights and benefits of this Agreement except they may be discharged at any time during the extended period for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement.

4. Notwithstanding Section 1 above, a part-time employee who becomes a full-time employee will not be required to serve a probationary period as a full-time employee, provided he/she was continuously employed by the Transit district as a part-time employee for more than six (6) months immediately preceding his/her appointment as a full-time driver.
5. Notwithstanding Sections 1 and 2 above, if an employee is involuntarily transferred from a full-time employee to a part-time employee, for seniority purposes, he/she shall be placed on the seniority list for part-time employees in accordance with his/her date of hire. If a full-time employee voluntarily becomes a part-time employee, he/she shall be placed on the seniority list for part-time employees in accordance with his/her date of hire. In the event that more than one full-time employee commences work on the same day, seniority shall be determined by the employee's order of hire measured by his/her submission of properly completed employment forms.
6. The seniority of a bargaining unit employee shall be broken and he/she shall forfeit all rights and benefits under this Agreement if he/she: (a) voluntarily resigns, quits or retires, (b) is discharged by the Transit District, (c) is laid off for a period in excess of sixteen (16) months or (d) failure to return to work upon the expiration of a leave of absence, unless authorized.
7. In the event an employee moves from a full-time position to a part-time position, the employee shall retain any sick leave and vacation time accrued as a full-time employee. In the event an employee moves from a part-time position to a full-time position, the employee shall retain any sick leave and vacation time accrued as a part-time employee. All sick leave and vacation time benefits shall be used and paid for in accordance with this agreement.
8. The District, shall provide each October 1, a seniority listing to the Bargaining Unit Staff Representative.

Article 6 – Filling Job Vacancies

1. Job Vacancies². If the Transit District determines to fill and/or create a driver job (part-time or full-time) within the bargaining unit, the Transit District will post a notice of the job opening on the employee bulletin board for ten (10) work days prior to the issuance of any public notice of said vacancy.
2. Selection. From among the applicants qualified for a posted job, the Transit District will award the job to the most qualified applicant as determined by the Transit District. If two (2) or more applicants are equally qualified, one or more of whom are employees, and application of such standard results in a choice of more than one (1) employee who might be awarded the job, the Transit District shall award the job to the more senior employee. If no employees qualified for the posted job, as determined by the Transit District, submit an application for the job, the Transit

² This article is only for filling job vacancies and is not a "selection process" situation for specific shift assignments (that issue is addressed in Article 9 :Shift Assignments.) Accordingly, bargain unit members making application for job vacancies would be only appropriate for a change from part-time to full-time or full-time to part-time.

District may fill the job from any source.

Article 7 – Layoffs

1. The Employer shall have the right to lay off full-time or part-time employees.
2. For purposes of this Article only, there shall be two (2) classifications of employees.
 - a. Full-time Drivers; and
 - b. Part-time Drivers.
3. The duties performed by employees who have been laid off may be reassigned to other bargaining unit members.
4. Separation from service due to disciplinary action or penalty will not be considered a layoff.
5. Seniority, for purposes of this Article only, shall be defined as an employee's total length of continuous service with the Transit District, by and within a classification, since the employee's most recent date of hire.
6. Order of Layoff. Employees will be laid off in reverse order of seniority, by and within a classification.
7. Bumping Rights. Notwithstanding any other provision of this Article, any full-time driver who has been laid off by the Transit District may bump the least senior part-time driver, provided the full-time driver's most recent date of hire was prior to the least senior part-time employee's most recent date of hire, and elects to bump said part-time driver by giving written notice to the Transit District within seven (7) days of receipt of any layoff notice.
8. Notice of Layoff. The Employer will give written notice to the employees involved and the Union's representative of a proposed layoff. This notice shall be sent to the employees by registered or certified mail at their last known address as it appears in the records of the Employer a minimum of two (2) weeks before the effective date of the layoff. Notice of more than two (2) weeks will be given when possible. It is the employee's responsibility to notify the Employer in writing of any change in address. The Employer may grant two (2) weeks pay in lieu of the aforesaid two (2) weeks notice. Said pay shall be based on the number of hours in the employee's regular workweek.
9. Substitute Drivers. Employees on a recall list shall be given first opportunity for available substitute work at the applicable rate of pay for substitute drivers, provided said employees notify the Transit District in writing that they wish to be placed on the list of substitute drivers.

Section 10. Recall Rights.

- a. Laid off employees shall have recall rights for a period of sixteen (16) months from the date of layoff. Said employees shall be recalled by inverse order of layoff, by and within a classification, with the most senior employee on layoff the first to be recalled. A full-time employee, should he/she elect in writing to the Transit District within 1 month after the effective layoff date, shall have the option to be recalled into a part-time positions. A full-time employee

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who elects such option will be recalled into a part-time position provided he/she has a more recent last date of hire than any part-time employee who also may be on the recall list because of layoff. Should a full-time position open up within one (1) year after the date the laid off full-time employee moved to a part-time position because of recall, however, the position shall first be offered to this employee, provided he/she has more seniority than any other full-time employee who also may be on the recall list because of layoff. If this employee elects not to take the position, the position shall be filled in accordance with recall language specified in this section or shall be posted in accordance with Article 6 of this Agreement.

- b. When applicable, recalled employees shall be credited with the sick leave and seniority rights accumulated prior to a layoff, and will be paid at an hourly wage rate which is not less than that earned by said employees prior to layoff, provided the employees are recalled to the same classification held prior to layoff. Notwithstanding the aforesaid, for purposes of future layoffs only, recalled employees shall receive seniority credit for up to three (3) months time spent on layoff.
- c. Any employee who refuses recall shall lose all further recall rights. Failure to report to work, or be available to report to work, within ten (10) days following receipt of notice to report, sent by registered or certified mail to the employee's last known address as it appears in the records of the Employer, shall relieve the Employer of any further obligation under this Section of this Article.
- d. An employee separated from service with the Employer on layoff may, at the sole discretion of the Director, be required to successfully pass a physical examination/drug test by a physician designated by the Employer prior to returning to work. The failure of the Director to waive said examination/drug test shall not be a grievable matter by the Union or the employee. The cost of said physical examination/drug test shall be borne by the Transit District.

Article 8 - Hours of Work and Overtime

1. The basic work week shall be Sunday to Saturday.
2. Full-time employees will normally work seven (7) hours per day and thirty-five (35) hours per week, exclusive of a one-half (1/2) hour unpaid, duty free lunch break each work day. The time of said lunch break shall be determined by the Employer, however, the same will normally be scheduled towards the middle of an employee's shift. It is understood that the lunch break will not impair the operations of the Transit District.
3. Notwithstanding any other provision of this Agreement, subject to Article 11, the Employer reserves the right to reduce or eliminate the hours of work of any full-time or part-time employee on the day after New Years, Martin Luther Kind Day, President's Day, good Friday, Columbus Day, Veterans Day, the day after Thanksgiving and the day after Christmas.
4. a) At the sole discretion of the Employer full-time employees will be allowed two (2) ten (10) minute breaks, in a seven (7) hour working period, provided the same does not impair the operations of the Transit District. The time of said breaks shall be determined by the Employer, however, one break shall normally take place toward the middle of the first half of the employee's shift, and one break will normally take place toward the middle of the second half of the employee's shift. Employees may not accumulate their break time.
5. (b) At the sole discretion of the Employer, part-time employees who work more than four (4) hours

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will be allowed a ten (10) minute break, provided the same does not impair the operations of the Transit District. The time of said break shall be determined by the Employer. Employees may not accumulate their break time.

6. Full-time and part-time employees shall be paid time and one-half (1 ½) for all hours worked above forty (40) hours per week. Effective upon implementation of this Agreement, all full-time and part-time employees shall receive a premium of one-dollar (\$1.00) per hour for any actual hours worked (unless such work is part of a regular District run) on a Saturday, Sunday, a Holiday designated in Article 11 or on a day in which the District is closed for business. All such overtime must be authorized by the Transit District and no compensation of any kind shall be allowed for overtime, as provided in this Article, not authorized.
7. Full-time and part-time employees may be required to work more than seven (7) hours per day or thirty-five (35) hours per week provided such work is contiguous to scheduled hours of work and/or of an emergency nature. The Employer will make reasonable effort to provide notice of such a requirement to the employee as soon as such determination is made. Overtime assignments made with less than twenty-four (24) hours' notice may be filled by full-time, part-time or substitute employees at the discretion of the Employer. Overtime assignments made with more than twenty-four (24) hours' notice will first be offered to available full-time employees on the basis of seniority as defined in Article 5, Section 1; then to available part-time employees on the basis of seniority as defined in Article 5, Section 3; and then to available substitute employees.
8. The Employer reserves the right to change the starting and/or ending time(s) of any assignment provided it gives notice to the affected employees a minimum of ten (10) days in advance.
9. Irrespective of any past practice, employees shall not swap assignments or find a replacement driver without the prior consent of the Executive Director or his/her designee.
10. Cancellation of Work. In the event of hazardous weather conditions, as determined by the Transit District, work may be cancelled, in whole or part, at the sole discretion of the Employer. If work is cancelled prior to the start of a shift, the Employer will endeavor to notify the affected employees in advance. Further if work is cancelled prior to the start of a shift or during the first four (4) hours of a shift, the employee will be paid for four (4) hours. If the scheduled duration of a shift is shortened after four (4) hours worked, the employee will be paid for time actually worked.
11. Full-time and part-time employees shall, within their shift assignment, conduct pre and post vehicle inspections (fifteen (15) minutes at the beginning of each shift and fifteen (15) minutes at the end of each shift), for vehicle refueling, review of route schedules, completion of required forms (including but not limited to vehicle maintenance forms), submission of leave fare box and route paperwork with dispatcher, and other actions that the Transit District may require. Employees shall be responsible for immediately reporting to the supervisor any potential defects or hazardous condition discovered during an inspection of at any time. No employee shall be required to operate an unsafe vehicle or other equipment.

Article 9 - Shift Assignments

1. Effective upon implementation of this Agreement, full-time and part-time drivers shall select their preferred shift assignment(s) from those posted by the Transit District. The start and finish times and the actual route information will be indicated in the shift assignment posting. Shift assignments shall be based on driver seniority within their respective position classification. The Transit District shall post shift assignments annually on or about July 1 or in the event of position vacancy, new

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shifts, and/or changes to any existing shifts in terms of start or stop time by more than fifteen (15) minutes, the Transit District will order a new shift assignment posting within ten (10) working days of such change.

2. Notwithstanding Section 1 of this Article or any other provision of this Agreement, the Employer reserves the right to temporarily (not more than five (5) consecutive workdays) reassign an employee to an alternate shift/assignment for the purpose of familiarizing drivers with all routes. The Employer will give notice to the affected employees a minimum of twenty (20) days in advance.
3. At its sole discretion, the Employer may utilize a substitute driver in order to fill a temporary vacancy of a driver position such as one caused by a long-term absence of a regular, full-time or part-time driver. For purposes of this section, long-term absence shall mean an absence that is anticipated to last more than thirty (30) days. In the event that a driver's long-term absence overlaps the shift selection process and the driver is unable to make a shift selection, he or she shall retain the shift assignment as amended that he or she had at the time the long-term absence occurred.

Article 10 - Wages

1. Employees shall be paid in accordance with Appendix B (Wage Schedule), attached hereto and made a part hereof.
2. Employees shall normally be paid once every two (2) weeks.
3. Full-time drivers and part-time drivers who retire or voluntarily terminate their employment with the Transit District, while in good standing with the Employer, will be placed on the list of substitute drivers, provided said employees make their request in writing to the Transit District. Irrespective of any past practice, such employees will, be paid at the applicable rate for substitute drivers.

Article 11 - Holidays

1. (a) Subject to Section 3 below, the following holidays shall be observed as days off with regular pay for full-time employees:

New Years Day	Good Friday	Labor Day
Columbus Day	Memorial Day	Thanksgiving Day
Christmas Day	Independence Day	Dr. Martin Luther King Day
Veteran's Day	President's Day	

- (b) Subject to Section 4 below, the following holidays shall be observed as days off with regular pay for part-time employees, who normally work eighteen (18) hours or more per week:

New Years Day	Good Friday	Labor Day
Columbus Day	Memorial Day	Thanksgiving Day

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Christmas Day	Independence Day	Dr. Martin Luther King Day
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Said regular pay shall be based on the number of hours worked by said part-time employee, up to but not to exceed seven (7) hours, on the last day worked preceding the holiday.

2. Notwithstanding the aforesaid, full-time employees may be assigned to work on a holiday designated in Sections 1(a) and 2(a) above. Full-time employees covered by Section 1(a) above will subsequently be given a compensatory day off with regular pay in lieu of the holiday.
3. Notwithstanding the aforesaid, part-time employees may be assigned to work on a holiday designated in Sections 1(b) and 2(b) above. Part-time employees covered by Section 1(b) above will subsequently be given a compensatory day off with regular pay in lieu of the holiday.

Article 12 - Sick Leave and Bereavement Leave

1. Sick leave shall be limited to absences from duty with pay by a full-time employee, or an eligible part-time employee, for reasons of his/her illness or injury, not covered by Workers' Compensation and not related to his/her employment outside the Transit District.
2. Effective upon implementation of this Agreement, all full-time employees normally work thirty-five (35) hours or more per week shall earn one and one-half (1½) sick leave days for each calendar month of service cumulative to a maximum of sixty (60) days. Said employees shall not be entitled to use any earned sick leave during the first three (3) months of employment.
 - a. At the end of each calendar year each full-time employee shall be paid for any earned sick time not used during such calendar year.
3. Effective upon implementation of this Agreement, all part-time employees who normally work eighteen (18) hours or more per week, shall earn one (1) sick leave day for each calendar month of service cumulative to a maximum of twelve (12) days. Pay for said leave shall be in proportion to the regular hours worked as a part-time employee, during the preceding six (6) months. Part time employees shall not be entitled to use any earned sick leave during the first three (3) months of employment.
 - a. At the end of each calendar year each part-time employee shall be paid for any earned sick time not used during such calendar year.
4. Notice. Full-time or part-time employees who will be absent from work because of an illness, injury or any other reason shall notify their immediate supervisor at least four (4) hours before the scheduled starting time each work day. Except under extenuating circumstances, the failure of a full-time employee to provide the required notice shall result in the employee not being paid for said leave. Further, a full-time or part-time employee may be subject to additional disciplinary action.
5. A medical certificate acceptable to the Employer, from a duly licensed physician, shall be provided to the Employer by a full-time or part-time employee prior to returning to work for any absence due to illness or injury exceeding five (5) consecutive days.

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6. For any illness or injury exceeding ten (10) consecutive working days, a full-time or part-time employee shall provide to the Employer a medical certificate acceptable to the Employer from a duly licensed physician, which shall describe the nature of the illness or injury and the anticipated date the employee will return to work. Thereafter, said employee may be required to provide to the Employer additional medical certificate(s) if he/she is unable to return on the afore-stated anticipated return date and any amended return date. Lastly, prior to returning to work, said employee shall provide to the Employer a medical certificate acceptable to the Employer from a duly licensed physician indicating that, in the physician's opinion, the employee is able to return to work and perform all duties and responsibilities required of his/her position with the Transit District.
7. A medical certificate acceptable to the Employer, from a duly licensed physician, may be required for the fifth (5th) sick leave occurrence and each subsequent sick leave occurrence by a full-time or part-time employee each calendar year. Furthermore, the Employer may require a medical certificate from a duly licensed physician where abuse or improper use of sick leave is suspected of any full-time or part-time employee.
8. The failure of a full-time or part-time employee to provide a medical certificate pursuant to any provision of this Article shall result in the employee not being paid for said sick leave absence or occurrence. Further, a full-time or part-time employee may be subject to additional disciplinary action.
9. The failure of the Employer to request a medical certificate pursuant to, any provision of this Article shall not constitute a waiver by the Transit District of said provision.
10. The Employer may refuse to pay sick leave benefits to a full-time or part-time employee if investigation shows falsification of any claim for sick leave benefits. In addition, a full-time or part-time employee may be subject to additional disciplinary action by the Employer, including termination.
11. Sick leave for full-time or part-time employees shall continue to accumulate during earned vacation time and earned sick leave, but shall not accumulate for any other reason, including but not limited to, suspensions and leaves of absence without pay.
12. Bereavement Leave. In the event of the death of a full-time employee's spouse, child, father, father-in-law, mother, mother-in-law, brother or sister, the employee will be paid for time lost from scheduled work NOT to exceed three (3) consecutive days. One of the aforesaid days must be the day of the funeral. Said provision shall also apply to part-time employees. Said pay for part-time employees shall be based on the number of hours worked by the part-time employee, up to but not to exceed seven (7) hours, on the last day worked preceding the bereavement.

Article 13- Vacations

1.
 - a. Full-time employees shall be entitled to the following vacation leave based on their length of service:
 - ▶ After completion of one (1) full year Five (5) days After completion of three (3) full years Ten (10) days After completion of five (5) full years Fifteen (15) days
 - ▶ After completion of ten (10) years, One (1) additional day per year to a maximum of twenty (20) days.

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- b. Part-time employees, who normally work eighteen (18) hours or more per week shall be entitled to vacation as described in Section 1(a) above; however, pay for said leave shall be in proportion to the regular hours worked by the part-time employee, up to but not to exceed seven (7) hours in a day, during the preceding six (6) month period.
2. For the purposes of this Agreement, an employee's vacation leave, as specified in Section 1 above, shall be calculated annually on his/her anniversary date of hire. All such vacation leave shall be taken within one (1) year of said anniversary date and cannot be accumulated or carried over into subsequent years.
3. No more than two (2) employees shall be absent from work on vacation leave at the same time without the approval of the Executive Director. Failure of Employer to grant such a request shall not be a grievable matter by the Union or an employee.
4.
 - a. Employees will be permitted to request vacation leave not less than forty-five (45) days prior to the date for such vacation leave. Said leave must be taken in increments of five (5) workdays or more. If more than one employee requests the same vacation day or days, the full-time employee with the greatest seniority as a full-time employee will be given preference.
 - b. Subject to Sections 4(a), request for vacation leave made in writing less than forty-five (45) days in advance may be granted at the sole discretion of the Employer. The decision of the Employer shall be final and the same shall not be a grievable matter by the employee or the Union.
5. Vacation leave shall only be taken in full day increments.
6. At termination, compensation shall be paid for earned vacation time up to a maximum of eighteen (18) days. Accrued vacation time shall not be paid to employees who have not satisfied the completion of the ninety (90) day probationary period prior to termination.

Article 14 - Leaves of Absence

1. Military Leave. Military leave shall be granted in accordance with applicable law.
2. Jury Duty. Jury duty leave shall be granted in accordance with applicable law.
3. Family Medical Leave. Family medical leave shall be granted in accordance with applicable law.
4. Notwithstanding any other provision of this Agreement to the contrary, the Transit District may take any action that it, in its discretion, deems necessary to comply with the Americans With Disabilities Act.
5. The Employer, at the sole discretion of the Executive Director, may approve an employee's written request for a leave of absence without pay. The failure of the Executive Director to approve such a request shall not be a grievable matter by the employee or the Union.
6. Personal Leave: All employees shall receive three (3) paid personal leave days per year during their first three (3) years, four (4) paid personal leave days per year after their fourth (4) consecutive year of employment and five (5) paid personal leave days per year after their fifth (5) consecutive

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year of employment. Personal leave shall be granted for family, religious, Union or legal purposes during each fiscal year. Personal leave shall not accumulate from year to year and must be approved by the Executive Director. Pay for said leave for part-time employees shall be in proportion to the regular hours worked as a part-time employee.

Article 15- Insurance

1. Unless otherwise specified, the Employer shall provide and pay for all full-time employees medical insurance, individual coverage only. Effective on implementation of this Agreement, full-time employees will be required to pay eleven and one half (11.5%) percent of the cost of the aforesaid Health Plan. Coverage for full-time employees will commence the first day of employment or as soon thereafter as possible or practicable under the terms of the insurance coverage in effect on said date.
2. Unless otherwise specified, the Employer shall provide and pay for full-time employees long term disability insurance and accidental death and dismemberment insurance, individual coverage, as the same existed on the date of execution of this Agreement. Effective on implementation of this Agreement, full-time employees will be required to pay eleven and one half (11.5%) percent of the cost of said insurance. Coverage for full-time employees will commence the first day of employment or as soon thereafter as possible or practicable under the terms of the insurance coverage in effect on said date.
3. The Employer shall provide a Section 125 of the Internal Revenue Code Plan for all full-time employees. The Employer shall contribute five hundred (500) dollars annually for full-time employees.
4. Notwithstanding any other provision of this Article, all members of the Union will be bound by all cost containment measures which the Employer may implement with respect to its health insurance program, including but not limited to, utilization review, pre-admission review, second surgical opinion, concurrent review, discharge planning and catastrophic case management.
5. Waiver of Medical Insurance Coverages.
 - a. Notwithstanding the above, full-time employees may voluntarily elect to waive, in writing, all medical insurance coverages outlined in this Agreement applicable to them and in lieu thereof, shall receive an annual calendar year payment of three hundred and fifty (\$350.00) dollars. Payment to those employees waiving coverage shall be made in equal payment in March and October. Proof of change in insurance status may be required by the Employer. Any payments under this Section shall not be regarded as compensation for wage, overtime, or any other purposes.
 - b. Where a change in an employee's status prompts the employee to resume Employer provided insurance coverage, the written waiver may, upon written notice to the Employer; be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the applicable insurance financial adjustments shall be made between the employee and the Employer to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
 - c. Notice of intention to waive insurance coverage must be sent to the Employer not later than

October 1, to be effective the following calendar year. The election to waive coverage shall only be approved after the employee has provided the Employer with proof of alternative insurance coverage.

- d. Waiver of coverage procedures must be acceptable to the applicable insurance carriers.
6. Life Insurance. The Employer shall provide term group life insurance for full-time employees in an amount equal to what existed for said employees on the date of the execution of this Agreement.
7. The insurance benefits provided in this Article shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the Employer. Notwithstanding any other provision of this Agreement, the Employer may, at its sole discretion, change the identity of insurance companies, provided that coverage is substantially compared to that presently provided.
8. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, any other local, state or federal statute or regulation, the Employer reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

Article 16- Simple IRA

1. The Transit District shall contribute each fiscal year an amount equal to two (2%) percent of the annual gross base pay of each full-time driver, and part-time drivers who normally work eighteen (18) hours or more per week, into a simple IRA. Within and in accordance with IRS regulations and limitations, and to the extent permissible under the terms of said IRA, employees may at their individual discretion pay additional amounts into their IRA, but shall not be required to make such payments. Employer and employee contributions shall be sent once per month to the plan administrator.
2. Waiver of IRA.
 - a. Notwithstanding the above, full-time and eligible part-time employees may voluntarily elect to waive, in writing the IRA contribution applicable to them and, in lieu thereof, shall receive payment equal to two (2%) percent of their annual gross base pay. Payment to those employees waiving the IRA shall be made during the first pay period for the month preceding such pay period. Any payments under this Section shall not be regarded as compensation for wage, overtime, or any other purposes.
 - b. Where a change in an employee's status prompts the employee to resume Employer provided IRA, the written waiver may, upon written notice to the Employer, be revoked. Upon receipt of revocation of the waiver, the IRA shall be reinstated as soon as possible, subject, however to any regulations or restrictions, including waiting periods, which may then be prescribed. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Employer to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this

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Section.

- c. Notice of intention to waive the IRA coverage must be sent to the Employer not later than October 1, to be effective the following calendar year.

Article 17- Uniforms

1. The Employer reserves the right to require all full-time and part-time employees to wear uniforms as may be determined by the transit District, which may consist of jerseys, t-shirts, sweatshirts, sweaters or jackets. The Employer will provide such uniforms to the employees. If the Employer determines that the uniform shall be jerseys, t-shirts or sweatshirts, the Transit District will provide the employees with five (5) sets of the same. The employees shall be responsible for the cleaning of uniforms and the replacement cost of any uniforms lost or damaged, other than normal wear and tear, by the employees. Failure of an employee to wear the uniform while on duty may be grounds for disciplinary action.
2. Full-time and part-time employees will be provided with name tags/photo ID's. Failure to wear the same while on duty may be grounds for disciplinary action.

Article 18- Disciplinary Procedure

1. No full-time or part-time employee covered by this Agreement, who has successfully passed his/her probationary period, shall receive a written reprimand or be suspended or discharged except for just cause.
2. Rudeness and disrespect to supervisors, any authority, or the public, willful destruction of private or Transit District property, theft, misuse of equipment, insubordination to any authority, the use of alcohol or drugs, before work, on duty, on break, or during lunch, hours, failure to carry out a given order, any fighting or threats of physical abuse, and any unauthorized disclosure of confidential information as defined by the Freedom of Information Act shall be cause for disciplinary action up to and including termination. The foregoing is not an exhaustive list of offenses for which cause shall exist for disciplinary action up to and including termination.
3. Other than in the case of probationary employees, or unless otherwise limited herein, any disciplinary action including discharge, but, excluding oral reprimands, may be appealed through the grievance procedure of this Agreement.
4. The Transit District agrees to forward to the Union a copy of any written reprimand, notice of suspension, or termination of employment.

Article 19- Grievance Procedure

1. A grievance is defined as, and limited to, a written complaint concerning an alleged violation or a dispute involving the application or interpretation of a specific provision of this Agreement.
2. Grievances shall be made in writing and shall specify: (a) the facts; (b) the issue; (c) the date of the alleged violation; (d) the controlling contract provision; and (e) the precise remedy or relief sought.

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3. Only the Union may file or process a grievance under this Article in accordance with the below referenced Steps:

Step 1 The Union on behalf of a full-time or part-time employee with a grievance shall, within ten (10) working days of occurrence of same reduce the grievance to writing and submit it to the employee's supervisor. Notwithstanding the aforesaid, in the case of a written reprimand, suspension or termination said grievance shall be submitted in writing to the supervisor with ten (10) working days of the receipt by the Union of a written notice from the Employer. The decision of the supervisor shall be given within ten (10) working days of receipt of the grievance.

Step II If the Union and the employee are not satisfied with the decision of the supervisor and elect further processing, the Union shall submit said written grievance to the Executive Director, or his/her designee, within ten (10) working days after the decision in Step 1. The Executive Director, or his/her designee, shall meet with the Union and the employee with ten (10) working days of the receipt by the Executive Director of the appeal. The decision of the Executive Director, or his/her designee, shall be given within eighteen (18) working days of such meeting.

Step III If the Union and the employee are not satisfied with the decision of the Executive Director, or his/her designee, and the employee and the Union elect further processing the Union shall submit a written demand for arbitration within ten (10) working days of the decision of the Executive Director, or his/her designee, to the Connecticut State Board of Mediation and Arbitration, and by filing a simultaneous copy of the demand with the Executive Director. Either party may elect to transfer the grievance to the American Arbitration Association (AAA) at its sole expense in accordance with their rules and procedures.

4. Arbitration. The Arbitration hearing will be held under the then current rules of the Connecticut State Board of Mediation and Arbitration. However, the arbitrator or the arbitration panel shall have no power to add to, subtract from, amend, alter or modify any provision of this Agreement, or to grant matters which were not obtained in the bargaining process, or to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement, or to grant pay retroactively prior to the date of the event or occurrence giving rise to the grievance.
5. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure: (a) dismissal or discipline of an employee during his/her probationary period; (b) the decision to layoff or the exercise of any management right as specified in Article 3 of this Agreement; (c) compliance with health and safety standards and federal and state OSHA issues; (d) any incident which occurred or failed to occur prior to the effective date of this Agreement; and (e) disputes over claimed unlawful discrimination, or violations of federal or state laws, rules or regulations or common law.
6. The mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.
7. Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.
8. If a grievance is not submitted/processed by the employee/Union within any prescribed time limits, as herein stated, it shall be deemed settled. If the Employer fails to render its decision on a

grievance within the time limits specified, such grievance shall be processed to the next step. The failure of Employer to render a decision shall not be construed as approval of the grievance.

9. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both the Employer and the Union provided such agreement is in writing.

Article 20- Transit District's DOT Drug and Alcohol Testing Policy (FHWA Mandated Program)

Full-time, part-time and substitute employees shall be subject to the terms and provisions of the Transit District's DOT Drug and Alcohol Testing Policy (FHWA Mandated Program), hereto attached as Appendix C and made a part of this Agreement.

Article 21- Performance Evaluation/Review

1. Purpose. It is agreed that supervisors may evaluate/review a full-time or part-time employee relative to his/her job performance at intervals determined by the Employer. Such evaluations/reviews shall form part of the record of an employee's past performance.
2. Scope of Performance Evaluation/Review. The performance evaluation/review shall be in writing and shall evaluate/review how an employee is performing in his/her job assignment. The performance evaluation/review shall also state the supervisor's suggestions for improvement.
3. Performance Evaluation/Review Factors. The factors to be used for performance evaluation/review purposes are found in Appendix E (Performance Evaluation/Review Form), attached hereto and made a part of this Agreement. Additional factors selected by the Employer may be added as needed after consultation with the Union. Supervisors shall discuss performance evaluations and reviews with all assigned employees. Each employee shall be given a copy of his/her performance evaluation/review. Each employee will be asked to sign said evaluation/review to indicate receipt of the same. Said signature shall not be regarded as an indication that the employee is in agreement with the evaluation/review. The evaluation/review shall be made a permanent part of the employee's official Transit District personnel file.

Article 22- Union Business

1. The Employer recognizes the right of the Union to appoint a Union Steward and his/her alternate.
2. The Union shall promptly give the Employer written notice of the name of the Union Steward and his/her alternate following the execution of this Agreement.
3. The Union shall have the right to remove the Union Steward or his/her alternate and appoint a replacement at any time. The Union will promptly give the Employer written notice of any such changes after they occur.
4. Access to Premises/Employees. A Union representative shall be permitted to confer with the employees on the premises of the Employer; however, conferences shall not interfere with the

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normal operations of the Transit District and shall require prior approval of the Executive Director.

5. No more than one (1) member of the bargaining unit shall be granted leave from duty without loss of pay for all scheduled meeting between the Transit District and the Union for the purpose of processing grievances, when such meetings take place at a time during which the member, is normally scheduled to work.
6. With the prior approval of the Executive Director, the Union may be permitted to use the Transit District's building for Union meetings.

Article 23- Miscellaneous

1. With the prior approval of the Executive Director or his designee, the Union President or Union Steward, on behalf of the Union, will be permitted to use the employee mail slots to transmit information to employees which is directly related to Union business. The Union shall be solely responsible for the content of such information.
2. The Employer shall provide each full-time and part-time employee a copy of this Agreement within thirty (30) days of the execution of the same by the parties.
3. The Employer shall have the right to require full-time and part-time employees to submit written incident reports related to their duties and responsibilities.
4. Full-time and part-time employees shall not be permitted to have personal visitors or conduct personal business while on duty.
5. Full-time and part-time employees shall have access to their personnel file in accordance with applicable law. No written evaluations, written warnings, reprimands or notice of other disciplinary action of an employee shall be placed in his/her personnel file without notice to the employee. Delivery of a copy to an employee mark "cc: personnel file" shall be adequate notice. Full-time and part-time employees may make written responses to any written evaluation, written warnings, reprimands or notice of other disciplinary action taken by the Employer and have such placed in his/her personnel file.
6. An employee covered hereunder shall, on her/his request, be permitted to examine and copy any and all materials in her/his personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee(s).
7. All part-time and full-time employees shall possess at the time of hiring and maintain the same thereafter as a condition of employment a valid Commercial Driver's License (CDL), with a Class B Passenger Endorsement. Loss of any such license by an employee, or failure to maintain the same, shall result in termination. The Employer agrees to pay the renewal cost of said license.
8. Irrespective of any other provision of this Agreement or any past practice, the Union and full-time and part-time employees agree and acknowledge that said employees, as a condition of employment, shall comply with all federal and state laws, statutes, rules and regulations governing, pertaining to, or applicable to Transit Districts or employees of Transit Districts.
9. Any full-time or part-time employee who wishes to voluntarily terminate his/her employment with the Transit District shall give the Employer at least two (2) weeks advance written notice.

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10. The failure of the Transit District to exercise any right under this Agreement in a particular way shall not be deemed as a waiver of such right or preclude the Transit District from exercising the same in some other way not in conflict with the provisions of this Agreement.
11. Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.
12. The Transit District shall have the right to hire and utilize substitute drivers to perform functions normally done by a bargaining unit member meet the obligations of the Transit District and as a means to avoid mandatory overtime for bargaining unit members.
13. The Employer shall provide each full-time and part-time employee with a copy of any policy rule or regulation, when implemented.
14. Employees shall comply with the Northeast Transit District Cellular Telephone Policy which specifies the proper use of Transit District-distributed cellular telephones. A copy of the adopted policy shall be provided to all current employees upon implementation and all new employees at the time of hire.

Article 24 - Prior Rights

1. Notwithstanding any past practice or any policies or procedures enacted by the Transit District prior to the execution of this Agreement, unless otherwise provided by federal or state law or regulation, it is agreed by the parties that this Agreement shall solely determine and control all matters pertaining to full-time and part-time employees regarding hours of work, overtime, lunch time, breaks, wages, compensation, fringe benefits, seniority, hiring, promotion, probationary periods, layoffs, holidays, sick leave, bereavement leave, vacations, military leave, jury duty, family medical leave, leaves of absence, insurances, uniforms, drug and alcohol testing, job descriptions, performance evaluations/reviews, discipline, grievance procedure, and termination of employment.
2. The Transit District retains all rights and authority it had prior to the signing of this Agreement, except such rights as are specifically relinquished or abridged by this Agreement.

Article 25- No Lockout-No Strike

1. The Employer agrees that it will not lockout the employees covered by this Agreement during its term.
2. The Union and the employees expressly agree that during the term of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or mass resignations.

Article 26- Alterations to Agreement

No agreements, understandings, alterations, or variations of this Agreement, or terms or provisions herein contained, shall bind the parties hereto unless made and executed in writing by the parties hereto. Further, thereafter, the same shall form a part of this Agreement as though fully set forth herein.

Article 27- Savings Clause

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

Article 28- Duration

1. **Duration/Future Negotiations.** This Agreement shall remain and effect from July 1, 2017 through June 30, 2020, and thereafter shall be considered automatically renewed for a succession period of one (1) year, unless either party shall no more than one hundred and fifty (150) days, and no less than one hundred twenty (120) days, prior to June 30, 2020, or no more than one hundred and fifty (150) days, and no less than one hundred and twenty (120) days, prior to the end of any successive period of one (1) year, serve written notice by registered mail on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement. Within thirty (30) days of the receipt of such notification by either party, a conference shall be held between the Transit District and the Union for the purpose of such termination, modification, negotiation, change or amendment.
2. **Effective Date of Changes in Agreement.** Unless otherwise specified, all provisions delineated herein shall become effective the date of the execution of this Agreement.


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Signature Page


In witness whereof, the parties have caused their names to be signed on this _____ day
of March, 2018.

Signed, sealed and delivered in the presence of:

Northeastern Connecticut Transit District

By:  _____ Date 4/4/18
John Filchak, Executive Director

Municipal Employees Union Independent Local 506, SEIU, AFL-CIO

By:  _____ Date 4/4/18
Theo Horesco

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Driver Pay Schedule

	Year		
	17-18	18-19	19-20
Step 1	\$15.00	\$15.00	\$15.15
Step 2	\$15.38	\$15.38	\$15.53
Step 3	\$15.76	\$15.76	\$15.92
Step 4	\$16.15	\$16.15	\$16.31
Pepin	\$19.64	\$20.13	\$20.13

AMENDMENT

To the
Collective Bargaining Agreement
by and between
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and the
Municipal Employees Union Independent
Local 506, SEIU, AFL-CIO
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WHEREAS, The Northeastern Connecticut Transit District, hereinafter referred to as "NECTD," and the Municipal Employees Union Independent Local 506, SEIU, AFL-CIO, hereinafter referred to as the "Union" are parties to a Collective Bargaining Agreement ("CBA") having an effective date of July 1, 2017 through June 30, 2020; and

WHEREAS, the operations of NECTD has been significantly disrupted as a result of the COVID-19 Pandemic; and

WHEREAS, the COVID-19 Pandemic prevented the normal and expected negotiations by and between NECTD and the Union to renew the Collective bargaining Agreement; and

WHEREAS, the parties, as a result of the COVID-19 Pandemic had previously entered into a separate agreement on March 23, 2020 regarding hazard pay for drivers working during the the height of the pandemic emergency which was ended by the NECTD Executive Director on October, 13 2020; and

WHEREAS, both parties desire to extend the term of the Contract for an additional one (1) year until June 30, 2021; and


WHEREAS, the parties agree that the only change to the existing contract will be a wage increase for Union drivers.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is herebyacknowledged, the parties agree as follows:

1. That the term of this Contract, with the exception of Appendix B - Wage Schedule, and all its contents is extended for one (1) additional year - through June 30, 2021.
2. Appendix B - Wage Schedule is amended to add the 2020 - 2021 fiscal year with a three (3) percent increase for the Union's drivers from the last date in which hazard pay was made or October 13, 2020 .

The terms of this Amendment contain the whole agreement between the parties and shall establish no precedent with regard to any term or condition of employment between NECTD and the Union.

For NECTD



John Filchak, Executive Director

Date 4/14/21

For the Union



Theo Horesco, Staff Representative

Date 4/14/21