

# **Agreement**

between

**Cape Cod Regional Transit Authority**

and



**July 1, 2008 – June 30, 2011**

[www.seiu888.org](http://www.seiu888.org)

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## PREAMBLE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between CAPE COD REGIONAL TRANSIT AUTHORITY, a Massachusetts Regional Transit Authority established and operating pursuant to Mass. Gen. Laws c. 161B and having its principal place of business in Hyannis, Massachusetts (the "Authority"), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888 (the "Union"). The Agreement will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems. It has as its purpose the promotion of harmonious relations between the Employer and the Union and the maintenance of a work environment where employees are treated with dignity, respect and civility.

## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standard of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in the bargaining unit certified on May 30, 2007 by the Massachusetts Labor Relations Commission in Case No. MCR-06-5230, and any and all amendments since that date.

A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

Should any new position(s) be added to the work force, the Employer shall notify the Union of such new position(s). The Employer shall determine if such new position(s) shall be added to the bargaining unit and the Employer shall notify the Union of its determination. If the Union disagrees with the Employer's determination, the matter may be referred to the State Labor Relations Commission by the Union, with a request that the Commission make a determination. In the event it shall be finally adjudicated that the position(s) be added to the bargaining unit, the position(s) shall then be subject to the provisions of this Agreement.

The Employer will not aid, promote or finance any labor group, organization or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining the Union or changing any condition in this Agreement.

## ARTICLE 2 – SCOPE OF AGREEMENT

### Section 1.

The parties agree that this Agreement in all respects supplants prior policies and by-laws, and that only this Agreement shall control the terms and conditions of employment for employees in the unit.

## Section 2.

The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

## Section 3.

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition in restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the parties to this Agreement.

## Section 4.

Any prior Agreements covering employees covered by this Agreement shall be terminated and of no effect upon the effective date of this Agreement and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual, written consent.

# **ARTICLE 3 – DEFINITIONS**

1. **ADMINISTRATOR** – The term “Administrator” shall mean the Administrator of the Employer, Cape Cod Regional Transit Authority, or his/her designee.
2. **AUTHORITY** – The term “Authority” shall mean the Employer, Cape Cod Regional Transit Authority.
3. **DAY** – Except as is otherwise provided in this Agreement, the term “day” shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day or holiday.
4. **EMPLOYER** – The term “Employer” shall mean the Cape Cod Regional Transit Authority.
5. **EXEMPT/NON-EXEMPT** – The words “exempt” and “non-exempt,” when used in the context of hours of work or overtime, refer to the determination by the employer whether the employee holds a position exempt from the FLSA. The employer’s determination for exemption from the FLSA is not subject to the contractual grievance procedure.
6. **SENIORITY** – Except as is otherwise provided in this Agreement, the term “Seniority” shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee since the last date of hire by the Authority.

7. **TOUR OF DUTY** – The term “Tour of Duty” shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
8. **UNION** – The term “Union” shall mean the Service Employees International Union, Local 888.
9. **WORKDAY** – For full-time unit members, the term “Work Day” shall mean seven and one-half (7 ½) hours.
10. **WORK WEEK** – The term “Work Week” shall mean a calendar week, *i.e.*, a week extending from Sunday to Saturday inclusive.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

The Union and the Authority agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the Authority from the management of its operations, including but not limited to:

1. the right to determine the standards of service to be provided and the standards of productivity and performance of its employees;
2. the right to determine the size and composition of the work force;
3. the right to determine position descriptions or job classifications;
4. the right to alter or change position descriptions or job classifications;
5. the right to determine educational and work standards;
6. the right to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant;
7. the right to determine the quantity and type of equipment to be used in its operation;
8. the right to determine the speed of such equipment and the manning requirements of such equipment or any job;
9. the right to promulgate reasonable rules and regulations;
10. the right to select supervisory and managerial employees;
11. the right to discipline, demote and discharge employees;
12. the right to contract out work; to control and determine the state of products which may be used by employees;
13. the right to determine the time for work, staffing pattern and work area;

14. the right to determine the method and place of performing work, including the right to determine that Authority's work force shall not perform certain work;
15. the right to transfer employees from one administrative area to another;
16. the right to schedule work, shifts, and work breaks;
17. the right to determine the method of performing work including the introduction of improved methods and facilities;
18. the right to determine whether such work shall be performed by bargaining unit employees or others;
19. the right to fix standards of quality and quantity for work to be done;
20. the right to determine whether any part or the whole of its operations shall continue to operate;
21. the right to establish, to change, or abolish any service;
22. the right to maintain order and efficiency in its facilities and operations;
23. the right to determine the duties of employees;
24. the right to hire, layoff, assign, transfer, retrench;
25. the right to determine the qualifications of employees;
26. the right to promote employees;
27. the right to upgrade, allocate, reallocate, or classify employees;
28. the right to determine the starting and quitting times;
29. the right to require overtime; and,
30. all other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law.

## **ARTICLE 5 – UNION SECURITY**

### **Section 1.**

The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

## Section 2.

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty (60) days' notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

## Section 3.

An employee may consent in writing to the authorization of the deduction of any agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days' notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

## Section 4.

The Authority shall deduct dues or an agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fees are transmitted, provided that the Authority is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form approved by the Authority for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the Authority. The Authority shall deduct a contribution to the Union's political action committee from the pay of employees who request such deduction and shall transmit such funds to the Union in the same manner as dues or agency service fees are transmitted. The Union shall indemnify and hold the Authority harmless from any claims pertaining to the deduction or transmittal of Union dues, agency service fees or contributions to the Union's political action committee.

# **ARTICLE 6 – AGENCY SERVICE FEE**

## Section 1.

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent.

## Section 2.

This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

## Section 3.

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The termination for failure to pay the agency service fee. In such litigation, the Employer shall have no obligation to defend the termination.

## Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

## Section 5.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder.

# **ARTICLE 7 – UNION BUSINESS/ACCESS**

## Section 1.     Union Representatives

With the prior permission of the Administrator, Union staff or business representatives shall be permitted to have access to the premises of the Authority for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Authority with the name(s) of staff representatives.

## Section 2.     Union Officials

Except as herein specifically provided, Union business shall be conducted on off-duty hours.



## **ARTICLE 8 – NON-DISCRIMINATION and AFFIRMATIVE ACTION**

### **Section 1.**

The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, gender, gender identity, genetic information, age, disability, veteran status or any other legally protected basis.

### **Section 2.**

Any matters or complaints concerning this Article are neither grievable nor arbitrable. No provision of this Article shall be deemed to create, or to confer on any person, any right enforceable under the grievance procedure, Article 25, or any other provision of this Agreement, it being the common and agreed understanding of the parties that the public policies to which they hereby pledge themselves are properly established and enforced through agencies and mechanisms other than those used for the enforcement of this Agreement.

## **ARTICLE 9 – WORKWEEK AND WORK SCHEDULE**

### **Section 1.     Hours, Workday and Workweek**

- A. Except as otherwise specified in this Agreement, the regular hours of work for all non-exempt, full-time employees shall be thirty-seven and one-half (37 ½) hours per week, excluding meal periods.
- B. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods.
- C. The normal hours of operation of the Authority are from 8:30 a.m. to 4:30 p.m.
- D. The Administrator, in his sole discretion, may alter work schedules to allow full-time employees to work, on a temporary basis, hours other than an 8:30 a.m. – 4:30 p.m. schedule, provided that offices remain staffed during normal hours of operation. The Administrator's granting or denial of flexible hours is neither grievable nor arbitrable and this Subsection D should not be interpreted to confer rights enforceable under the Article 25 of this Agreement.
- E. Each employee shall be required to record his attendance in accordance with procedures which may be established in writing from time to time by the Administrator. Thirty (30) days prior to any change in the existing method of recording attendance, the Administrator will notify the Union of such change and will meet and confer with the Union to discuss such change.

Section 2. Overtime

- A. The Authority shall compensate non-exempt employees at the rate of time and one-half (1 ½) his/her hourly base rate of pay for overtime work performed in excess of forty (40) hours per week which has been authorized, in advance, by the administrator.
- B. The Authority shall compensate non-exempt unit employees at his/her hourly base rate for hours worked in excess of thirty-seven and one-half (37 ½) but less than or equal to forty (40) hours per week. The administrator may authorize compensatory time off computed at a straight-time rate upon the request of the employee for these hours.

The Authority shall not pay overtime compensation to exempt employees, as these employees are expected to perform the duties of their position even though more than forty (40) hours of work may be required in a week. With the prior approval of the Administrator, an exempt employee may accrue professional time to acknowledge extraordinary time devoted to Authority business outside of usual working hours. The Administrator will designate an employee not in the bargaining unit to record on a weekly basis the dates and amounts of professional time to acknowledge the Administrator's approval of such time. Exempt employees must use professional time within a year of its being recorded or it will be lost. The Authority will not monetarily compensate employees for professional time under any circumstances. Unit members may not redeem professional time for monetary payment upon the termination of employment.

- C. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- D. With the exception of paid sick leave, all time for which an employee is on full pay status (personal leave, vacation leave, etc.) shall be considered time actually worked for the purpose of calculating overtime compensation.
- E. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their workweek.
- F. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the Administrator when it is determined by the Administrator that the work must be performed on an overtime basis or involves the protection of persons or property of the Authority. Prior to invoking compulsory overtime, if safety and security permits, the Administrator will solicit volunteers. If volunteers are not available, the Administrator will require an employee to perform such work. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.

- G. No full-time employee shall hold any other paid position in the employ of the Authority if payment for work performed in the second position creates any liability for overtime compensation.

Section 3. Meal Period

A one-half (1/2) hour unpaid meal period for full-time employees shall be scheduled as close to the middle of the work day as possible considering the needs of the Authority and the needs of the employee.

**ARTICLE 10 – LEAVE**

Section 1. Sick Leave

- A. Sick leave is available to unit members who are unable to attend work due to personal illness, personal medical and dental appointments or to care for an ill spouse or child. The Authority may deny the use of sick leave and take disciplinary action when employees endeavor to utilize sick leave for any other purpose.
- B. After six (6) months of continuous service, full-time employees shall accumulate sick leave with pay at the rate of one and one-quarter (1 ¼) days per month of service, retroactive to the date of employment.
- C. A regular part-time employee shall accumulate sick leave in the same proportion that his/her part-time service bears to full-time service.
- D. Sick leave must be charged against accumulated sick leave in units of one-half (1/2) hours or full hours, but in no event may the sick leave used be less than the actual time off.
- E. An employee can accumulate no more than one hundred (100) sick leave days under this Section.
- F. Employees may use accumulated sick leave for planned personal doctor or personal dentist appointments with written proof the appointment submitted to the Administrator. In order to take advantage of planned sick leave under this Subsection F, no abuse of sick leave shall be evident in the employee's record, as determined by the Administrator.
- G. Notification of absences under this Section must be given to the designated representative of the Administrator at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the Administrator be applied to absence without pay. In circumstances beyond the control the employee such notification shall be made as early as possible on the day of absence.
- H. When an employee is absent for sickness is for a period of five (5) or more consecutive days, he or she must provide written documentation verifying the reasons and the need for the

absence from a licensed physician before the employee shall be entitled to compensation for the absence.

- I. The Administrator or his/her designee shall keep a record of all sick leave granted to each employee. Where the Administrator has reason to believe that sick leave is being abused; he/she may require the submission of satisfactory medical evidence from a qualified health care professional prior to allowing the use of sick leave. Such request shall be made within five (5) working days of either the date of suspected abuse or return to work of the employee, whichever is later. Failure of an employee to present such satisfactory medical evidence within five (5) working days after such request has been made by the Administrator, may, at the discretion of the Administrator, result in the absence being treated as absence without pay and may subject the employee to discipline.

Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Nurse Practitioner or Dentist that he/she has personally examined the employee and shall describe the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question and, the prognosis for the employee's return to work. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider and shall include a date, address and telephone number.

The Administrator may, at his/her discretion, grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the satisfactory medical evidence required above.

- J. The Authority may require that an employee produce certification that the employee is able to return to work from a physician of the employee's selection and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days.
- K. The Authority may require an employee to undergo medical examination at the Authority's expense to determine the necessity or nature of an accommodation to be provided to the employee to permit the employee to perform the essential elements of the position or to verify the need for absence beyond ten (10) consecutive working days.
- L. If an employee's accumulated sick leave expires during an extended illness the Authority may change the leave to accumulated vacation leave.
- M. Upon the death or retirement of an employee with fifteen (15) years of service, the employee's estate shall be paid twenty-five percent (25%) of the employee's unused accumulated sick leave credits, up to a maximum payment of two thousand dollars (\$2,000.00). The employee's most recent base pay rate will be used in calculating payment under this Subsection.

- N. If an employee eligible to receive compensation under this Section receives workers' compensation benefits for the same period of absence, the sum paid by the Authority for said period of absence shall be the difference between the amount of the employee's regular compensation paid by the Authority, and the amount payable to the employee as weekly workers' compensation benefits

Section 2. Bereavement Leave

- A. Upon evidence satisfactory to the Administrator of the death of a spouse, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, grandparent, or parent of a spouse or person living in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of three (3) consecutive working days.
- B. In the event of the death of an employee's aunt, uncle, first cousin, grandchild, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, godparent, godchild, or any other person with whom the employee has a family-like relationship, a maximum of one (1) working day shall be available for use by an employee.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the Administrator of the death of one of the above-named relatives.

Section 3. Jury Duty Leave

Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the Administrator by the employee; providing the paid leave provided to the employee shall not exceed ten (10) working days.

Section 4. Military Leave

It is the Authority's intention to afford to all members of the Commonwealth's National Guard and U.S. military reserve members all rights to which they are legally entitled.

Section 5. Leave of Absence

Upon completion of six (6) months of continuous employment and with the approval of the Administrator, full-time employees may be granted an unpaid leave of absence, not to exceed a period of ninety (90) days. An employee on an unpaid leave of absence will not accrue any benefits, including, but not limited to, sick leave and vacation time, and remains responsible for the employee's group insurance contributions. The Authority may require the utilization of accrued paid leave during the leave of absence.

## Section 6. Maternity Leave and the Small Necessities Leave Act

The parties to this Agreement recognize that various benefits, including but not limited to sick leave, maternity leave and family leave, may be available to bargaining unit members pursuant to state and federal law, in particular, the Massachusetts Maternity Leave Act and the Small Necessities Leave Act. It is the intent of the parties that any benefits provided by this Agreement are to be used as part of and not in addition to any statutory benefits so conferred. For all purposes, the parties agree that the Authority requires the completion of a probationary period of six (6) months prior to the authorization of maternity leave. The Authority also requires the exhaustion of sick leave, then vacation and personal leave for any employee utilizing maternity or other leave. Where applicable, statutory leaves are calculated on a rolling basis rather than a calendar year basis.

## ARTICLE 11 – VACATION LEAVE

### Section 1.

Every full-time employee shall accrue vacation leave based on his or her length of service as follows:

- One (1) day per month during the first five (5) years of full-time continuous service;
- One and one-quarter (1 ¼) days per month during years six (6) through ten (10) of full-time continuous service;
- One and two-thirds (1 2/3) days per month after ten (10) years of full-time continuous service; and
- After then (10) years of employment an additional one (1) day of vacation per year shall be earned up to ten (10) days.

### Section 2.

Accumulated vacation leave shall be immediately available for use by employees after six (6) months of continuous employment.

### Section 3.

Part-time employees who work at least twenty (20) hours per week shall earn vacation leave on a pro-rata basis.

### Section 4.

The Administrator shall grant vacations at such time during the year that will best serve the public interest. Vacation leave shall not be unreasonably denied. Preference in granting requests for vacation leave may be given to employees on the basis of years of service to the Authority.

#### Section 5.

Any employee on leave without pay and/or absent without pay shall not accrue vacation leave for that portion of time that he/she is on leave without pay.

#### Section 6.

An employee on leave with pay (excluding an employee on an extension of sick leave in accordance with Article 10 shall accumulate vacation leave.

#### Section 7.

Vacation leave may be accumulated up to one hundred (100) days.

#### Section 8.

Any unused, accumulated vacation leave available to an employee at severance shall be paid to the employee at his or her most recent base rate. If severance is caused by death, the unused accumulated vacation leave shall be paid to the employee's estate.

### **ARTICLE 12 – HOLIDAYS**

#### Section 1.

The following days shall be holidays for employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Independence Day	Christmas Day

These holidays will be recognized as holidays on the days on which they are observed within the Commonwealth of Massachusetts, notwithstanding Section 3, below.

#### Section 2.

The Authority shall pay to an employee his/her usual pay when a holiday occurs on a regular scheduled workday and the employee is not required to work.

#### Section 3.

If a designated holiday falls on a Saturday, it shall be observed on the preceding Friday. If a designated holiday falls on a Sunday, it shall be observed on the following Monday.

#### Section 4.

Payment under the provisions of this Section shall be made to full-time employees providing that the eligible employee shall be on a pay status (rather than unpaid status) on the regularly scheduled work day next preceding and next following each designated holiday.

#### Section 5.

Upon the approval of the Administrator, any employee who works on a designated holiday may be granted compensatory time off. All compensatory time off for worked holidays must be taken within twenty-five (25) working days following the holiday worked. The Administrator's granting or denial of compensatory time under this Section is neither grievable nor arbitrable and this Section should not be interpreted to confer rights enforceable under Article 25 of this Agreement.

#### Section 6.

An employee who is on leave without pay or utilizes sick leave without providing medical certification of the need for the absence on a scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

#### Section 7.

A regular part-time employee shall be granted holiday leave in the same proportion that his/her part-time service bears to full-time service.

### **ARTICLE 13 – DRUG FREE WORKPLACE**

#### Section 1.

It is the policy of the Authority to provide employees with a working environment that is free of the problems associated with the use and abuse of controlled substances. The use of controlled substances is inconsistent with the behavior expected of employees and subjects the Authority to unacceptable risk of workplace accidents or other failures that would undermine the Authority's ability to operate effectively and efficiently.

#### Section 2.

The non-prescriptive use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances on Authority property, or at any other worksite where employees may be assigned or elsewhere during work hours is prohibited.



### Section 3.

Further prohibited is the use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances on non-working time to the extent that such use impairs an employee's ability to perform his or her job duties and/or where such use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances affects the reputation of the Authority to the general public or otherwise threatens its integrity.

### Section 4.

Employees who are convicted under state or federal law of controlled substance-related violations in the workplace, or who plead guilty or *nolo contendere* to such charges, must inform the Administrator within five (5) days of such conviction or plea.

### Section 5.

All employees must sign a statement indicating that they have been informed of the rules and requirements of the Drug Free Workplace Act.

### Section 6.

The Authority recognizes that drug dependency is an illness and a major health problem. The Authority's objective is to prevent conviction for drug-related offenses prior to their occurrence. Employees who wish to obtain help in dealing with such problems are encouraged to contact the Authority's Employee Assistance Program or his or her health insurance provider for assistance.

### Section 7.

Violations of any provision of this Article may result in disciplinary action.

## **ARTICLE 14 – INITIAL MEDICAL EXAMINATION**

Within thirty (30) days of commencing employment, each employee must be certified by a licensed practicing physician as to the employee's physical fitness to perform the duties of the position. The cost of any physical examination required by the Authority pursuant to this Article will be paid by the Authority.

## **ARTICLE 15 – EVALUATION OF EMPLOYEES**

### Section 1.

Performance evaluations are designed to serve the needs of both the employee and Authority. An organized program for employee performance evaluation will:

- A. Improve employee satisfaction and potentially reduce employee absenteeism and turnover;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Authority goals through improved supervisor-employee communications;
- D. Base personnel actions on objective, accurate and fair performance appraisals; and,
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Authority, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest.

## Section 2.

The Authority shall endeavor to evaluate a probationary employee at the completion of the first five (5) months of probationary service, and again at the completion of the first eleven (11) months of probationary service. The Authority shall endeavor to evaluate each unit member annually within thirty (30) days of the anniversary date of initial hire or appointment to the present position, but in any event prior to the granting of a step increment in salary.

Such evaluation will be recorded in writing on the form developed by the Authority and shall be made on the basis of the following criteria (not in order of importance);

- A. Quality and quantity of work, including efforts of the employee to develop professionally;
- B. Work habits;
- C. Work attitudes, including initiative;
- D. Working relationships with others; and,
- E. Supervisory ability (if employee supervises others).

### Section 3.

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, the Administrator (if the Administrator did not conduct the evaluation). Evaluations may not be the subject of a grievance unless the evaluation results in a demotion, the termination of employment or the loss of a wage increase that would have been granted if the employee had been evaluated more favorably. An employee shall have the right to file a written statement in response to the evaluation within thirty (30) days of the completion of the evaluation. The employee's statement will be attached to the evaluation.

### Section 8.

The Authority reserves the right to review an employee's performance more often than specified in Section 2 above. To the extent that an additional evaluation is necessary or required, such evaluation shall not be deemed to alter or amend the normal sequence of evaluations otherwise set forth in the Agreement.

## **ARTICLE 16 – EMPLOYEE COMPENSATION**

### Section 1.

For the purposes of this Article, "salary plan" refers to the compensation plan then in effect that has been negotiated by the parties. The salary plans are found at Appendix A of this Agreement.

### Section 2.

- A. With effect on the start of the first pay period in July of 2007, the annual compensation of the Data Analyst employed on the date of execution of this Agreement will be adjusted to reflect a 4% step increment placing her at Step 4, and resulting in an annual salary of \$55,025.07.
- B. With effect at the start of the first pay period in July of 2008, all employees shall be compensated in accordance with the salary plan effective that date which reflects a base increase of 2.5%. The plan is found at Appendix A of this Agreement. Each employee will be placed at the same step which the employee held on June 30, 2008.
- C. With effect at the start of the first pay period following execution of this Agreement, all employees shall advance one step on the "Salary Plan Effective upon Execution of the Agreement" found at Appendix A.
- D. With effect at the start of the first pay period in July of 2009, all employees shall be compensated in accordance with the salary plan found at Appendix A.

- E. With effect at the start of the first pay period in 2010, all employees shall advance one step on the salary plan. Thereafter, the start of the first pay period of the calendar year will be the first date upon which any eligible employee of the Authority who has been an employee for more than one year may advance in compensation by a salary plan step.
- F. With effect at the start of the first pay period in July 2010, all employees shall be compensated in accordance with the salary plan found at Appendix A.
- G. With effect at the start of the first pay period in 2011, all employees not at the maximum step of the salary plan shall advance one step on the salary plan.

### Section 3.

Notwithstanding any other provision of this Article, no employee shall be advance din compensation by a change in salary plan step without first receiving a written performance evaluation pursuant to the procedures established by the Authority.

### Section 4.

All employees covered by the terms and conditions of this Agreement shall be paid on a bi-weekly basis.

## **ARTICLE 17 – GROUP INSURANCE**

Pursuant to Section 2 of Mass. Gen. Law c. 32B, the Authority shall provide the option of electing contributory group health, dental and life insurance plans of the Authority's selection to any employee who regularly works more than twenty-five (25) hours per week. The premium cost of the group health, life and accidental death and dismemberment insurance plans is paid for on a 72/25 percent basis by the Authority and the participating employee, providing the employee does not select an indemnity health plan. To reflect the higher cost of such indemnity health plans, an employee may select such plan and the premium cost of the plan will be paid on a 55/45 percent basis by the Authority and the employee, respectively.

## **ARTICLE 18 – RETIREMENT/DEFERRED COMPENSATION**

### Section 1.

The Authority shall contribute seven and one-half percent (7 ½%) of the salary of a full-time employee to a 401(a) retirement plan. All full-time employees become eligible to participate in the plan after one (1) year of continuous employment.

## Section 2.

The Authority shall allow unit members to voluntarily participate in the CCRTA Deferred Compensation Plan. This Plan allows employees the benefit of tax deferred saving as provided in the plan after one (1) year of employment.

## **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

### Section 1. Educational Courses

The Authority may provide one hundred percent (100%) reimbursement of tuition and registration fees for job-related educational courses for full-time employees under the following circumstances:

- A. The employee must have worked on a full-time basis for at least six (6) months;
- B. The employee must have the approval of the Administrator prior to registration for the course;
- C. The employee achieves a grade of “C” or higher, where applicable;
- D. The employee must remain a full-time employee with the Authority for at least six (6) months following the completion of the course;
- E. Funds are available for the course and associated fees; and
- F. The employee’s attendance at the course does not require time off from his or her duties that adversely affects the operation of the Authority.

### Section 2. Interstate Seminars, Training Programs and Mini-Courses

The Authority may provide one hundred percent (100%) reimbursement of program registration, travel (if outside of Barnstable County), and room and board job-related seminars, training programs, and other courses for full-time employees under the following circumstances:

- A. The employee obtains the Administrator’s approval prior to registration;
- B. Funds are available; and
- C. The employee’s attendance does not require time off from his or her duties that adversely affects the operation of the Authority.

## ARTICLE 20 – OFFICIAL PERSONNEL FILES

### Section 1.

- A. With effect on January 1, 2007, the Authority shall maintain an Official Personnel File for each employee. Such file shall contain a continuous record of the employee's status and shall contain copies of official correspondence and transactions with the employee. Each annual evaluation made after the effective date of this Agreement and all evaluations of the employee's performance made prior to the effective date of this Agreement and all recommendations for personnel action shall be maintained in the Official Personnel File.
- B. All materials placed in the Official Personnel File shall be dated when received.

### Section 2.

An employee shall have the right to inspect his/her Official Personnel File during regular business hours upon request and when necessary by appointment. The Authority shall provide one copy of an employee's official personnel file without cost to the employee and at the employee's request each year. The employee shall pay the cost of producing additional copies of the File. The Union or a representative thereof shall have access to an employee's Official Personnel File with prior written authorization of the employee.

### Section 3.

Whenever any evaluative material is inserted into the Official Personnel File, the employee shall be given a copy of such material within a reasonable period of time.

### Section 4.

- A. The employee may challenge the accuracy of propriety of material placed in the Official Personnel File by filing a written statement with the Administrator which will be attached to the material in the file.
- B. Grievances relative to materials in the Official Personnel File shall be limited to those materials which result in a negative action.

### Section 5.

An inspection sheet shall be maintained for each employee's Official Personnel File. Whenever any individual(s) inspects the Official Personnel File of a unit member, except those who do so in the regular course of business, the date and name of the individual(s) shall be noted on the inspection sheet.

Section 6.

The Union does not waive its right under G.L. c. 150E to request information to which it may be entitled to effectively represent unit members in grievance arbitration.

**ARTICLE 21 – PROBATIONARY EMPLOYEES**

Section 1.

New employees hired into the bargaining unit shall be considered as probationary employees for the first twelve (12) months of their continuous employment. Employees who are hired into the bargaining unit at less than full-time shall be deemed to be probationary employees until they have worked the equivalent of twelve (12) months of full-time equivalent employment.

Section 2.

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of twelve (12) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for the interruption.

Section 3.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided in Article 25 herein, except discipline or discharge for lawful and protected Union activity.

Section 4.

An employee whose employment is severed with the Authority must serve an additional probationary period upon reemployment, whether in the same or a different job title.

Section 5.

If, during the probationary period, an employee applies for and receives a lateral transfer, a promotion, or a lateral appointment, the probationary employee shall receive no credit towards satisfaction of the probationary period and shall serve a full probationary period in the new position.

**ARTICLE 22 – JOB DESCRIPTIONS, DUTIES AND RESPONSIBILITIES**

Each employee shall have a written job description that includes a general statement of duties and responsibilities required to be performed and discharged, and sets forth the minimal qualifications required for appointment to the position. The employee and the Administrator shall meet promptly after the execution of this first Agreement and initial the job description now

in effect to acknowledge that it includes all duties now performed by the unit member. A duty not now performed by the unit member, but listed on the job description, shall remain on the description. If the employee performs duties or has responsibilities that are not identified on the job description before they place their initials on the job description.

The job description shall be discussed with each employee at the time of his initial appointment to the position, at his evaluation which occurs at the mid-point of the probationary period of such appointment, and shall also be reviewed with each employee at the time of each annual evaluation. These discussions are to ensure that the next evaluation will cover the work assigned to and performed by the employee during the following year. It shall be a further purpose of this discussion to consider whether the general duties and responsibilities of the employee, as described in his job description, accurately relate to the specific duties and tasks assigned to the employee to be performed during the next year and on the basis of which the employee will next be evaluated.

The parties recognize and agree that the duties and responsibilities set forth in any applicable job description shall be the duties and responsibilities for the performance of which an employee shall be evaluated in respect of any period during which such job description is in effect.

At the time of each annual evaluation the employee and the Administrator shall acknowledge in writing on the appropriate job description, and as provided on the applicable evaluation form, that the job description has been discussed with the employee being evaluated.

Subject to the above, nothing herein contained shall be deemed to abridge the right of the Authority to assign to an employee all, or only some among the duties and responsibilities that are set forth in the applicable job description; and the failure by the Authority to assign any such duties and responsibilities to such employee during any period shall in no way limit the right of the Authority to assign such duties and responsibilities, in whole or in part, during any other period.

The parties recognize and agree that the Authority, or the Administrator as its designee, may from time to time alter or amend its organization, and the Administrator may alter or amend any job description adopted by it pursuant to the foregoing provision; provided however, that any proposed changes to the applicable job description shall be fully discussed and explained to the employee prior to implementation. Immediately following such meeting, a written copy of such altered job description and corresponding prospective evaluation form shall be provided to the employee and placed in his Official Personnel File.

Within a reasonable period of time after the alteration or amendment of any employee's job description, the Administrator may cause an evaluation to be conducted based upon the employee's preceding job description, pursuant to the provisions of Article 15, which evaluation shall be in addition to, and not in lieu of, the employee's annual evaluation.

If the employee shall object to the altered job description so provided him, he may, within seven (7) working days of the receipt of such altered job description, request a meeting



with the Administrator to discuss the objections. The Administrator will consider the objections of the employee and shall within fourteen (14) calendar days of such meeting advise the employee by written notice of the changes, if any, he has made in the altered job description. A copy of any such revised job description shall be included in such written notice and shall be filed in his Official Personnel File. The decision of the Administrator shall be final, and shall not be subject to any of the procedures or provisions contained in Article 11 of this Agreement.

The parties recognize and agree that it is the responsibility of each employee to discharge the duties and responsibilities of his position as those are set forth in the applicable job description.

### **ARTICLE 23 – OUT OF TITLE WORK**

The parties acknowledge that in a small enterprise such as the Authority, employees often assist one another in emergencies and may work together to meet urgent goals or deadlines. During these periods employees may perform work for brief lengths of time that is outside of the employees' usual duties. The parties regard this sort of teamwork and collegiality as a part of the Authority's culture, and do not wish to impose work rules that will limit the teamwork necessary to complete certain projects or to meet unexpected emergencies. For these reasons, and also because the positions at the Authority are all different, the parties do not anticipate that employees will ever require temporary or sporadic alteration in levels of compensation due to their performing the work of other positions.

### **ARTICLE 24 – DISCIPLINARY ACTION**

#### **Section 1.**

- A. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to sever. Such action is intended to be from less severe to more severe in order to bring about the necessary change in work habits.
- B. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

#### **Section 2.**

In some circumstances, actions or omissions which have resulted or will result in harm to the Authority, its patrons or employees or behavior that is sufficiently egregious or inappropriate may require imposition of severe sanctions in the first instance. Conduct that may constitute grounds for immediate termination includes, but is not limited to, insubordination, dishonesty, violence in the workplace, the use of illegal drugs and an employee's presence at work under the influence of drugs or alcohol.

## **ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE**

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement, unless such matters have been specifically excluded from these procedures.

### **Section 1. Definitions**

- A. Grievant – shall mean an employee, or a group of employees, as the case may be, who pursuant to the terms of this Agreement seeks resolution of a grievance.
- B. Grievance – shall mean a written allegation by the grievant(s) that a specific provision or provisions of this Agreement has/have been breached in its application to him. A grievance shall contain a statement reciting the event or occurrence on which it is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested. All grievances must be filed on the official Grievance Form attached as Appendix B.
- C. Day – except as otherwise provided in this Article, “day” shall mean a calendar day, exclusive of any holidays enumerated in Article 12 of this Agreement.

### **Section 2. General Provisions**

- A. All grievances must be filed with the Administrator of the Authority.
- B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement.

In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Authority exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step III.

In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article; except that a matter involving a claim of anti-union animus may be concurrently processed at the Massachusetts Division of Labor Relations without negative effect on a grievance involving the same matter.

- C. Any member of the unit may initiate and pursue a grievance through Steps I and II of the grievance procedure without intervention by any agent of the exclusive representative; provided, however, that the Union representative and/or Steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and any adjustment made shall not be inconsistent with the terms of this Agreement. Any employee may request that the Union represent him at any Step of the grievance procedure. No other representation shall be permitted. The Union shall notify the Chief Personnel Officer and the Administrator, as the case may require, of the name and the business address of such Union representative at the time he is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.
- D. A grievance may be withdrawn at any level.
- E. During and notwithstanding the pendency of any grievance, employees shall continue to discharge all assignments and observe all applicable rules, policies and directives of the Authority.

### Section 3. Procedures for the Filing of a Grievance

#### A. Initial Filing:

A grievant shall institute the grievance procedure of this Article by filing with the Administrator during the term of this Agreement a written notice that a grievance exists. Such notice must be filed on the Grievance Form attached as Appendix B. No such notice may be filed more than ten (10) calendar days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based.

Notwithstanding the above, any grievance concerning the termination of the employment of a unit member shall be forwarded to Step II.

#### B. Step I: Administrator

Within five (5) days after receipt by the Administrator, he (or his designee) shall meet with the grievant and discuss the grievance. If, after such meeting, the grievant and Administrator fail to agree upon a resolution of the grievance, the Administrator shall render a written decision within ten (10) days of the said meeting.

#### C. Step II: Personnel Subcommittee

Within five (5) days of receiving the decision of the Administrator, a grievant may elect to proceed to Step II of the grievance procedure by submitting a written Step II grievance to both the Administrator and to the Personnel Subcommittee.

The Personnel Subcommittee or its designee shall review the grievance and any written response by the Administrator, and may, within five (5) days of the receipt of the Step II grievance, arrange to meet with the grievant.

The Subcommittee or its designee will issue a written decision within five (5) days of its meeting with the grievant or within fifteen (15) days of its receiving the grievance at Step II if it did not elect to meet with the grievant.

D. Step III: Arbitration

Within twenty (20) days receiving the Subcommittee's decision, the Union may submit a grievance to arbitration subject to and in accordance with the following provisions:

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which has been sought by a member or members of the bargaining unit through the procedure described above.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the Administrator that it intends to submit a grievance to arbitration.
3. The Union and the Authority shall select an arbitrator pursuant to the Labor Arbitration Rules of the American Arbitration Association.
4. The Union and the Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the grievance and his/her authority to render an award, shall be governed solely by the provisions of this Article.
5. The Arbitrator shall determine whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.
6. Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend or extend, or revise any term or condition hereof.
7. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding in accordance with state law and shall be enforceable in any court of competent jurisdiction.

8. In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the Authority.

Section 4. Admission and Grounds of Appeal and Collateral Consequences of a Grievance

- A. Admission – The resolution of a grievance by the Administrator, Subcommittee, or any of their designees, as the case may be, shall not be deemed to be an admission by the Authority that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is recognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
- B. Grounds of Appeal – The Authority and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and General Laws c. 150C, Sections 10, 11 and 12.

**ARTICLE 26 – SAFETY PROCEDURES**

Section 1.

The Employer intends to comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The Authority may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

Prior to the promulgation of any such rules and regulations by the Authority, the Administrator shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at the Authority on the date of this Agreement.

All work-related injuries shall be reported to the appropriate supervisor immediately up on their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the Authority. When an employee is injured while at work, the Authority shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step II of the grievance procedure set forth in Article 25 of this Agreement, but shall not be processed to Step III thereof.

## Section 2.

Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and need to be frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the Authority.

## **ARTICLE 27 – NO STRIKE/NO LOCKOUT**

### Section 1.

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or withholding of services of employees.

### Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

### Section 3.

The Employer agrees not to engage in the lockout of unit members.

## **ARTICLE 28 – SAVINGS CLAUSE**

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect and the Employer agrees to reopen negotiations on said issue(s).

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 29.

## ARTICLE 29 – DURATION AND SIGNATURE PAGE

This Agreement shall be for the three (3) year period from July 1, 2008 to June 30, 2011, and terms contained herein shall become effective on the date of the its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2011.

This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

WHEREFORE, cognizant of the covenants entered into on this 6<sup>th</sup> day of February, 2009, the Cape Cod Regional Transit Authority and the Service Employees International Union, Local 888 hereby set their signs and seals hereunder.

**FOR THE LOCAL 888, SEIU:**

**FOR THE TRANSIT AUTHORITY:**

By Suzana Sepat  
President

Jane V. Leonard  
John J. Magner

Joseph Potzka  
Administrator



## APPENDIX A

### **Salary plan effective start of the first pay period on or after July 1, 2008**

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Asst. to the Administrator	54,698.41	56,682.29	58,738.12	60,868.52	63,076.18	65,363.92
Human Service Coord.	43,829.01	45,418.66	47,065.97	48,773.02	50,541.99	52,375.12
Finance Asst.	41,605.10	43,114.09	44,677.82	46,298.26	47,977.47	49,717.58
Admin. Asst.	33,452.23	34,665.52	35,922.82	37,225.72	38,575.88	39,975.00
Data Analyst	49,899.73	51,978.88	54,144.67	56,400.70	58,656.72	61,002.99

### **Salary plan effective upon execution of the Agreement**

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst. to the Administrator	54,698.41	56,682.29	58,738.12	60,868.52	63,076.18	65,363.92	67,651.66	70,019.47
Human Service Coord.	43,829.01	45,418.66	47,065.97	48,773.02	50,541.99	52,375.12	54,208.25	56,105.54
Finance Asst.	41,605.10	43,114.09	44,677.82	46,298.26	47,977.47	49,717.58	51,457.70	53,258.72
Admin. Asst.	33,452.23	34,665.52	35,922.82	37,225.72	38,575.88	39,975.00	41,374.13	42,822.22
Data Analyst	49,899.73	51,978.88	54,144.67	56,400.70	58,656.72	61,002.99	63,138.09	<b>65,347.9</b>



**Salary plan effective start of the first pay period on or after July 1, 2009**

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst. to the Administrator	56,065.87	58,099.34	60,206.57	62,390.23	64,653.09	66,998.02	69,342.95	71,760.95
Human Service Coord.	44,924.73	46,554.12	48,242.62	49,992.35	51,805.54	53,684.50	55,563.46	57,508.18
Finance Asst.	42,645.23	44,191.95	45,794.76	47,455.71	49,176.91	50,960.52	52,744.14	54,590.19
Admin. Asst.	34,288.53	35,532.16	36,820.89	38,156.36	39,540.27	40,974.38	42,408.48	43,892.77
Data Analyst	51,147.22	53,278.35	55,498.29	57,810.72	60,123.14	62,528.06	64,716.55	<b>66,981.6</b>

**Salary plan effective start of the first pay period on or after July 1, 2010**

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst. to the Administrator	57,467.51	59,551.83	61,711.74	63,949.99	66,269.42	68,672.97	71,076.52	73,564.20
Human Service Coord.	46,047.85	47,717.98	49,448.68	51,242.16	53,100.68	55,026.61	56,952.54	58,945.88
Finance Asst.	43,711.36	45,296.75	46,939.63	48,642.11	50,406.33	52,234.54	54,062.75	55,954.94
Admin. Asst.	35,145.75	36,420.46	37,741.41	39,110.27	40,528.78	41,998.73	43,468.69	44,990.09
Data Analyst	52,425.90	54,610.31	56,885.74	59,255.99	61,626.22	64,091.27	66,334.46	<b>68,656.1</b>