



## Biddeford Saco Old Orchard Beach Transit Committee

### AGENDA

September 24, 2024

Remote Only: Teams Link Below

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Meeting ID: 298 466 672 13 | Pass: t5Gm4k

Access By Phone: 1-312-667-7158

Phone ID: 761 805 044#

**12:30 PM – 2:00 PM**

Agenda Item	Responsibility	Action or Information
1.) Call to Order	Chair	Action
2.) Roll Call / Ascertain Quorum	Chair	Action
3.) Public Comment	Chair	Information
4.) New Committee Member Introduction	Chair	Information
5.) Approval of Previous Minutes <ul style="list-style-type: none"><li>• July 2024</li></ul>	Chair	Action
6.) August 2024 Month End Financial Report	Staff	Information
7.) Ratification of Collective Bargaining Agreement	Chair	Action
8.) Executive Director Report <ul style="list-style-type: none"><li>• System Performance</li><li>• Community Outreach</li><li>• Administrative Independence</li><li>• Strategic Planning Workshop</li><li>• PTAC</li></ul>	Chad Heid	Information
9.) Subcommittee Activity & Updates <ul style="list-style-type: none"><li>• Finance Subcommittee schedule</li><li>• First Discussion – Consider Community Engagement Subcommittee</li></ul>	Chad Heid	Information
10.) Administrative Discussion Items <ul style="list-style-type: none"><li>• Upcoming Meetings: Committee Meeting, Nov 26<sup>th</sup>, 12:30p</li></ul>	Staff	Information
11.) New Business	Chair	Information
12.) Adjournment	Chair	Action



Biddeford Saco Old Orchard Beach Transit Committee

**Meeting Minutes**

**July 23, 2024**

**12:30 PM**

**Virtual / Remote Meeting**

**1. Call to Order** – Chair Kenny Blow called the meeting to order at 12:34pm.

**2. Roll Call/ Ascertain Quorum** - Members present: Kenny Blow, Curt Koehler, Maya Atlas, Jean Saunders, John Bohenko, Phil Hatch, Doris Ortiz. Absent: Tim Fleury  
Staff present: Chad Heid, Kim Kennedy, Anne Austin

**3. Public Comment** – Nick Adams, Saco resident, suggested having more public engagement to spread information beyond current riders and to educate further on how to ride the buses, route schedules, etc. beyond information offered on the BSOOB Transit website.

Patrick Conlon, Biddeford resident, relies on public transit service. He expressed frustration that the number of scheduled rides to Portland are restricted- Wishes the service was expanding instead of being reduced.

**4. Approval of Previous Meeting Minutes, June 2024 –**

**Motion by Phil Hatch to approve the Transit Committee meeting minutes of June 25, 2024. Curt Koehler seconded the motion. No further discussion. Kenny Blow, Curt Koehler, Maya Atlas, Jean Saunders, John Bohenko, Doris Ortiz and Phil Hatch all voted in favor. Motion passed unanimously. Minutes approved.**

**5. June 2024 Month End Financial Report–**

- No Finance Subcommittee Meeting this month
  - Closing out FY'24.
  - Beginning project kick-off for NetSuite implementation.
  - Roadmap for reconciliation process with the City of Biddeford- Oct/Nov for FY23 reconciliation.
- Maine DOT and FTA grant funding had a marginal loss when compared to FY23 June.
- Preventative Maintenance (PM), which is 80% reimbursable, has realized a large gain of \$161,157 or 54.47% over same period prior year.
- Total Ridership revenue has realized a gain this year of \$39,764.22, or 26.11%, when compared to FY23 June. The ridership information does not include our trolley segment.
- Contract Stops realized a gain of \$264,281, or 271.72%. The driver behind this gain was the terminated contract with KKACC.

**6. Approve FY25 Committee Meeting Schedule**

Chad Heid shared the proposed new meeting schedule for the BSOOB Transit Committee going forward. The proposal is based on a survey completed by the Board members. Changes include shifting the meetings to remote only, held on the 4<sup>th</sup> Tuesday at 12:30pm, bimonthly for the remainder of the 2024 calendar, then bimonthly in 2025.



**Motion by Phil Hatch to accept and approve the FY25 Committee Meeting Schedule as written. Doris Ortiz seconded the motion. No further discussion. Kenny Blow, Curt Koehler, Maya Atlas, Jean Saunders, John Bohenko, Doris Ortiz, and Phil Hatch all voted in favor. Motion passed unanimously.**

## **7. Executive Director's Report**

- **System Performance** – Chad reviewed the fixed route ridership with a complete picture of FY24 with approximately 266,000 rides- up from last year's 258,000 rides. The trolley ridership has increased over last June.
- **On time performance** – Challenges with the congestion and construction occurring during the warmer months.
- **SMART Microgrid Project** – (Strengthening Mobility and Revolutionizing Transit) - Received \$350K from US DOT for a grant to assess feasibility of innovative technology. Chad Heid shared a slide showing the build out of a fully electrified canopy. If we can receive these funds, there is no local-match requirement, 100% funded.
- **Camp Ellis Proposal** – The City of Saco voted it down. We are not advancing a Camp Ellis Trolley this year. We will participate in the Camp Ellis Harborfest, Parking shuttle provided pro-bono.
- **Bus Wash Project** – Chad shared the build out and details for the new bus wash.
- **Saco On-Route Charger Funding Gap**– Pylons needed for structural stability of the concrete pad that hosts the transformer and switch-gear. Because of the needed work, the project has increased from \$1.5M to just under \$2M. Identifying funding sources.
- **Strategic Planning Workshop** – Planning for October 2024. Goal is to allocate time to develop priorities, plans, projects and understanding for the three communities and achieve a list of priorities that allow us to advance transportation that is viewed favorably and meets the needs of each of the municipalities. Discussion ensued regarding obtaining public input and the best way to do so.

## **8. Administrative Discussion Items –**

Upcoming Meetings: Committee Meeting, September 24<sup>th</sup>, 12:30 PM.

**9. New Business** – Curt Koehler reminded the Committee that he is retiring and a replacement on the Transit Committee will be required as he has stayed on longer than originally anticipated to ensure a smooth transition. Chair Kenny Blow stated he would follow up with Old Orchard and take care of it.

**10. Adjournment** – Motion by Phil Hatch to adjourn. Meeting adjourned at 1:46pm.

# BSOOB Transit Committee Meeting

July 23, 2024



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## Monthly Ridership Comparison

FY Fixed Route Ridership

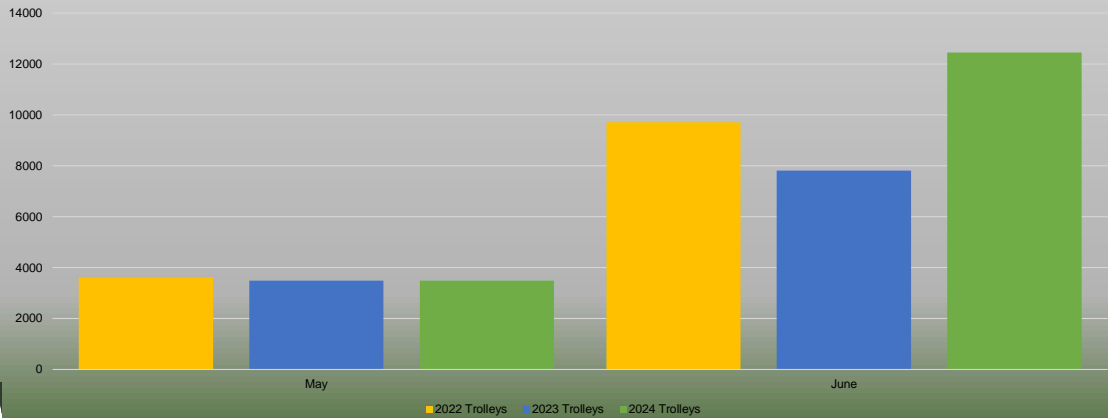


2

# TrolleyRidership



Summer Trolley Ridership  
2022 - 2024



3

# On Time Performance



4

# SMART Microgrid Project



- Phase 1 – Assess & Design
- Phase 2 – Final Engineer & Build



5

## Other Topics



- Camp Ellis Service Proposal
  - City voted down
- Camp Ellis Harborfest – Parking shuttle
  - August 4th
- Bus Wash Install
- Stop Signs
- Saco On-Route Charger Funding Gap
- Strategic Planning Workshop
  - Planning for October



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# Memorandum

09/16/2024

To: BSOOB Transit Committee Members  
From: Kim Kennedy, Finance Manager  
Subject: Review of Financial Position as of August 31, 2024

## Month End Details:

**Revenue:** Total fare revenue through August FY25 has increased over FY24 August by 23.92%. A significant contributor was our strong Trolley season, which netted a total of more than \$122,000. Generally fare revenue on all lines have increased, which aligns with the higher ridership being reported. Budgeted revenue projections have thus far been met or exceeded. Municipal billing is anticipated to be processed by the end of September. Including private partners, September billables total just over \$700,000.

**Expenses:** Reviewing the operating expenses through two months, we are over the projected budget by approximately \$39,000. This is attributed to the months of July and August being our highest expense months for wages and fuel, given the trolley services.

## Additional Information:

BSOOB Transit is working with the City of Biddeford to implement accounting procedures to record cash transactions that will fund calendar year 2024 accounts payable dues to the City. BSOOB Transit staff have delayed completing FTA grant drawdowns recently but will begin to leverage Billed Accounts Receivable assets to reduce the Owed to City amount on the balance sheet.

In reviewing year end statements as we prepare for the FY24 audit activities, we are seeing that the City of Biddeford has yet to record the FY24 contribution as a journal entry. A check was issued and deposited it into the City's account, but no journal entry was completed. During this time Biddeford Staff were performing most of BSOOB Transit's journal entries. Given that FY23 is not yet closed and audited, staff are reviewing that period to confirm proper accounting was completed.

The process of switching the financial system from Munis to NetSuite is ongoing. There have been a few staffing changes among the NetSuite team, which has delayed the project's progress. But our timeline is dependent on a solution regarding the statement of balances between the agency and the City of Biddeford at cutover. Those discussions with the city are progressive and will be presented at future committee meetings.

Our direct allocation of Greater Portland's FTA Urban (5307)'s grant has been awarded and obligated, meaning we are now able to make drawdowns against these funds. Within this fund award, the program of projects include: Service operations, preventive maintenance, mobility

management, bus stop improvements, technology investments, security enhancements, facility upgrades, and planning. As mentioned in prior meetings, the local match component for each project is either 50% or 20%. While the agency intends to advance all projects, there is limited local match to fully leverage all resources in the current fiscal year. Staff are working to identify additional revenue sources via grants, state advocacy and private partnerships.



**Statement of Revenues, Expenses and Changes in Fund Equity**  
**As of AUGUST FY25**

	<b>Fund 801</b>	<b>Fund 801</b>
	<b>FY25 AUGUST</b>	<b>FY24 AUGUST</b>
	<b>Agency</b>	<b>Agency</b>
<b>Revenues</b>		
Fares:		
Intercity fares	12,054.06	7,940.59
Urban fares	21,033.29	22,368.91
Trolley fares	122,258.11	95,254.43
Zoom fares	7,369.47	5,740.79
Noreaster UNE fares	-	0.00
<b>Total fares</b>	<b>162,714.93</b>	<b>131,304.72</b>
Grant revenues, including this month unbilled:		
FTA-Urban, Planning & Capital	350,801.78	287,139.92
MDOT-Urban	22,462.81	30,538.42
MDOT-Intercity	34,618.82	72,000.72
MDOT-RTAP	-	0.00
MDOT-ZOOM	23,453.62	47,245.81
MTA-ZOOM	-	0.00
FTA-Capital-Mobility	16,207.84	4,269.57
MDOT-Interline	-	0.00
Other grant revenue	-	0.00
MDOT-Capital grant	-	0.00
<b>Total grant revenues</b>	<b>447,544.87</b>	<b>441,194.44</b>
Insurance claims revenue	-	0.00
Miscellaneous Operating Revenue	-	0.00
Contract repair parts & labor revenue	17,862.82	18,716.32
Municipal contributions	62,500.00	337,500.00
Greyhound ticket sales	-	38.83
Contract stops - all	109,726.20	75,199.66
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - urban	28,884.25	34,982.50
Advertising revenue - intercity	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	(11,977.57)
Other income	4,444.70	0.00
<b>Total revenues</b>	<b>833,677.77</b>	<b>1,026,958.90</b>
Reconciliation (for Finance Dept. use only)		
Revenue Control	658,023.58	859,687.34
Add current month unbilled grants	175,654.19	167,269.16
Less nonoperating income	-	(2.40)
Adjusted Revenue Control to tie to above	<b>833,677.77</b>	<b>1,026,958.90</b>
<b>Difference</b>	<b>-</b>	<b>0.00</b>

**As of AUGUST FY25**

	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>Expenses</b>		
Indirect Expenses		
Administrative Salaries	109,360.26	99,760.90
Administrative Benefits	48,586.55	28,221.75
Employee's Expense	7,511.73	4,644.70
Travel	579.66	1,048.47
Training	757.96	0.00
Utilities	3,057.46	2,393.78
Telephone	1,000.00	950.09
Postage	172.40	0.00
Office Supplies	1,957.46	1,734.75
Miscellaneous Office	27,659.92	33,039.14
Advertising	2,951.00	4,283.19
Professional Services	78,636.20	7,670.43
Insurance	49,979.00	92,399.09
Facility Repairs & Maint.	1,577.10	0.00
Vehicle Fuel	-	1,283.30
Depreciation	95,869.74	107,117.13
Total indirect expenses	429,656.44	384,546.72
Direct expenses:		
Operating wages-Drivers	233,488.89	268,999.86
Operating wages-Repair	(71,457.10)	14,687.43
Operating benefits-Drivers	67,845.69	47,390.11
Operating benefits-Repair	15,974.27	15,104.02
Miscellaneous supplies & costs	3,317.86	4,639.02
Vehicle Fuel	49,343.12	66,586.85
Vehicle Maintenance	17,087.51	23,115.03
Preventive Maintenance, all sources	181,019.19	83,497.73
Total operations expenses	496,619.43	524,020.05
<b>Total operating expenses</b>	<b>926,275.87</b>	<b>908,566.77</b>
Reconciliation (for Finance Dept. use only)	971.67	
Appropriation Control	1,089,697.38	1,003,691.75
Encumbrance Control		
Less nonoperating expense	(164,393.18)	(95,112.32)
Adjusted Approp. Control to tie to above	926,275.87	908,579.43
<b>Difference</b>	<b>-</b>	<b>(12.66)</b>
Operating income (loss)	(92,598.10)	118,392.13
Nonoperating revenues (expenses):		
Sale of surplus property	-	0.00
Loss on disposal of capital assets	-	0.00
Capital expense	(164,393.18)	(95,112.32)
Interest revenue (expense)	4,444.70	0.00
Total nonoperating revenue (expense)	(159,948.48)	(95,112.32)
Net income (loss)	(252,546.58)	23,279.81
Fund equity, beginning of year	6,664,003.00	3,317,938.44
adjust reserve for inventory		
change in value of fixed assets	211,043.78	4,284,042.71
loss on disposal of capital assets		(37,895.21)
prior year adjustment		
<b>Fund equity, end of year</b>	<b>\$ 6,622,500.20</b>	<b>7,587,365.75</b>
To tie to balance sheet fund equity	6,622,500.20	7,587,365.75
Difference	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>Balance Sheet</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 Transit Agency</b>
<b>As of AUGUST FY25</b>		
<b>ASSETS</b>		
Current assets:		
Bangor Savings + On Hand	1,283,936.88	200.00
Cash on Hand	350.00	500.00
Accounts Receivable		
Billed	1,580,892.21	296,703.40
Unbilled, this month	175,654.19	167,269.16
Inventory	255,430.10	307,265.04
Total current assets	3,296,263.38	771,937.60
Fixed assets:		
Property, plant and equipment	8,638,729.81	9,991,267.81
Less accumulated depreciation	(2,874,611.46)	(4,313,208.11)
Total fixed assets	5,764,118.35	5,678,059.70
Other assets:		
Prepaid expenses	-	(19,909.52)
Total prepaids	-	(19,909.52)
<b>Total assets</b>	<b>9,060,381.73</b>	<b>6,430,087.78</b>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable	18,556.47	(737.00)
Payroll liabilities outstanding	27,027.87	6,101.71
Accrued payroll	-	34,393.21
Accrued compensated absences	184,358.31	105,560.37
Unearned receipts	-	5,115.72
Total current liabilities	229,942.65	150,434.01
Non-current liabilities:		
Owed to (from) City of Biddeford	2,207,938.88	(1,307,711.98)
Total non-current liabilities	2,207,938.88	(1,307,711.98)
<b>Total liabilities</b>	<b>2,437,881.53</b>	<b>(1,157,277.97)</b>
Equity		
Retained earnings, end of prior year	6,885,127.81	7,564,101.00
Net income, current year	(262,627.61)	23,264.75
Total equity	6,622,500.20	7,587,365.75
<b>Total liabilities and fund equity</b>	<b>\$ 9,060,381.73</b>	<b>6,430,087.78</b>
Difference - Assets - (Liab. + Fund Equity)	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency Agency</b>	<b>Fund 801 FY24 AUGUST Agency Agency</b>
<b>YTD Cost Center Analysis - Local Service As of AUGUST FY25</b>		
<b>Revenues</b>		
Fares:		
Portland fares	\$ -	0.00
Shuttle fares	21,033.29	22,368.91
Trolley fares	122,258.11	95,254.43
Zoom fares	-	0.00
Noreaster UNE fares	-	0.00
Total fares	143,291.40	117,623.34
Grant revenues:		
FTA-Urban, including this month unbilled	242,458.12	262,757.92
MDOT-Urban	22,462.81	30,538.42
MDOT-Intercity	-	0.00
MDOT-ZOOM	-	0.00
MTA-ZOOM	-	0.00
Total grant revenues	264,920.93	293,296.34
Insurance claims revenue	-	0.00
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	-	0.00
Municipal contributions	-	0.00
Contract stops - Local	109,726.20	75,199.66
Contract stops - Trolley	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local (budget here)	-	0.00
Advertising revenue - intercity (charge to grant here)	-	0.00
Advertising revenue - trolley	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	(7,215.54)
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
<b>Total revenues</b>	<b>517,938.53</b>	<b>478,903.80</b>

**As of AUGUST FY25**

	<b>Fund 801 FY25 AUGUST Agency Agency</b>	<b>Fund 801 FY24 AUGUST Agency Agency</b>
<b>Local Service</b>		
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	63,866.38	65,943.19
Administrative Benefits	29,745.44	18,593.22
Employee's Expense	5,056.90	3,140.44
Travel	390.23	673.70
Training	510.26	0.00
Utilities	1,263.74	1,474.68
Telephone	605.88	574.77
Postage	116.06	0.00
Office Supplies	1,317.76	1,172.92
Miscellaneous Office	18,839.48	10,272.59
Advertising	2,063.30	3,218.40
Professional Services	1,197.08	4,915.97
Insurance	32,162.78	59,510.79
Facility Repairs & Maint.	1,061.70	0.00
Vehicle Fuel	-	867.68
Depreciation	600.79	1,239.31
Total administrative expenses	158,797.78	171,597.66
Operations expenses:		
Operating wages-Drivers	166,914.73	191,528.66
Operating wages-Repair	(42,031.07)	8,153.81
Operating benefits-Drivers	67,845.69	31,485.99
Operating benefits-Repair	9,396.07	8,385.08
Miscellaneous supplies & costs	1,735.70	2,176.84
Vehicle Fuel	30,255.98	38,734.48
Vehicle Maint.- regular	169.24	4,428.20
Preventive Maintenance	162,680.52	51,100.78
Total operations expenses	396,966.86	335,993.84
<b>Total operating expenses</b>	<b>555,764.64</b>	<b>507,591.50</b>
<b>Municipal Contribution needed</b>	<b>37,826.11</b>	<b>28,687.70</b>
Operating income (loss)	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>YTD Cost Center Analysis - Intercity Service As of AUGUST FY25</b>	<b>Agency</b>	<b>Agency</b>
<b>Revenues</b>		
Fares:		
Portland fares	\$ 12,054.06	7,940.59
Shuttle fares	-	0.00
Trolley fares	-	0.00
Zoom fares	-	0.00
Total fares	12,054.06	7,940.59
Grant revenues:		
FTA-Urban	-	0.00
	-	0.00
	-	0.00
MDOT-Intercity	34,618.82	72,000.72
MDOT-Interline	-	0.00
	-	0.00
MDOT-ZOOM	-	0.00
MTA-ZOOM	-	0.00
Grant revenue - UNE	-	0.00
	-	0.00
Total grant revenues	34,618.82	72,000.72
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	-	0.00
Municipal contributions	-	0.00
Greyhound ticket sales	-	38.83
Contract stops - Local	-	0.00
Contract stops - Trolley	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local	-	0.00
Advertising revenue - zoom (charge to grant here)	-	0.00
Advertising revenue - intercity (budget here)	-	0.00
Advertising Commissions Paid	-	(3,160.32)
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
<b>Total revenues</b>	<b>46,672.88</b>	<b>76,819.82</b>

As of AUGUST FY25

	Fund 801 FY25 AUGUST Agency Agency	Fund 801 FY24 AUGUST Agency Agency
<b>Intercity Service</b>		
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	23,100.81	22,722.22
Administrative Benefits	10,759.08	6,406.71
Employee's Expense	1,829.11	1,082.11
Travel	141.15	232.14
Training	184.56	0.00
Utilities	457.10	508.13
Telephone	219.15	198.05
Postage	41.98	0.00
Office Supplies	476.64	404.16
Miscellaneous Office	6,053.33	3,539.65
Advertising	275.30	706.65
Professional Services	432.99	1,693.91
Insurance	8,446.01	15,335.78
Facility Repairs & Maint.	384.02	0.00
Vehicle Fuel	-	298.98
Depreciation	281.14	542.80
Total administrative expenses	53,082.37	53,671.29
Operations expenses:		
Operating wages-Drivers	49,604.67	55,725.71
Operating wages-Repair	(19,672.14)	4,336.16
Operating benefits-Drivers	67,845.69	11,439.97
Operating benefits-Repair	4,397.72	4,459.15
Miscellaneous supplies & costs	812.37	1,157.64
Vehicle Fuel	12,760.30	18,484.75
Vehicle Maint.	79.21	1,166.21
Preventive Maintenance	7,426.37	26,076.47
Total operations expenses	123,254.19	122,846.06
<b>Total operating expenses</b>	176,336.56	176,517.35
<b>Municipal Contribution needed</b>	129,663.68	99,697.53
Operating income (loss)	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>YTD Cost Center Analysis - Zoom Service As of AUGUST FY25</b>	<b>Agency</b>	<b>Agency</b>
<b>Revenues</b>		
Fares:		
Portland fares	\$ -	0.00
Shuttle fares	-	0.00
Trolley fares	-	0.00
Zoom fares	7,369.47	5,740.79
Noreaster UNE fares	-	0.00
Fares - other	-	0.00
<b>Total fares</b>	<b>7,369.47</b>	<b>5,740.79</b>
Grant revenues:		
FTA-Urban	-	0.00
	-	0.00
	-	0.00
MDOT-Intercity	-	0.00
	-	0.00
MDOT-ZOOM	23,453.62	47,245.81
MTA-ZOOM	-	0.00
Grant revenue - UNE	-	0.00
	-	0.00
<b>Total grant revenues</b>	<b>23,453.62</b>	<b>47,245.81</b>
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	-	0.00
Municipal contributions	-	0.00
Contract stops - Local	-	0.00
Contract stops - Trolley	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local (charge to grant here)	28,884.25	34,982.50
Advertising revenue - intercity	-	0.00
Advertising revenue - trolley	-	0.00
Advertising revenue - zoom (budget here)	-	0.00
Advertising Commissions Paid	-	(1,601.72)
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
<b>Total revenues</b>	<b>59,707.34</b>	<b>86,367.38</b>



As of AUGUST FY25

	Fund 801 FY25 AUGUST Agency Agency	Fund 801 FY24 AUGUST Agency Agency
<b>ZOOM Service</b>		
<b>Expenses</b>		
Administrative expenses:		
1 Administrative Salaries	7,902.66	8,864.59
1 Administrative Benefits	3,680.62	2,499.44
1 Employee's Expense	625.73	422.16
2 Travel	48.29	90.56
9 Training	63.14	0.00
3 Utilities	156.37	198.24
3 Telephone	74.97	77.27
9 Postage	14.36	0.00
9 Office Supplies	163.06	157.67
9 Miscellaneous Office	2,070.81	1,380.92
11 Advertising	136.40	358.15
5 Professional Services	148.12	660.84
4 Insurance	9,370.22	17,552.52
6 Facility Repairs & Maint.	131.37	0.00
7 Vehicle Fuel	-	116.64
10 Depreciation	139.30	275.11
Total administrative expenses	24,725.42	32,654.11
Operations expenses:		
1 Operating wages-Drivers	16,969.48	21,745.49
1 Operating wages-Repair	(9,753.89)	2,197.46
1 Operating benefits-Drivers	5,651.55	4,464.15
1 Operating benefits-Repair	2,180.49	2,259.79
9 Miscellaneous supplies & costs	402.79	1,304.54
7 Vehicle Fuel	6,326.84	9,367.61
8 Vehicle Maint.	39.28	30.80
12 Preventive Maintenance	10,912.30	6,320.48
Total operations expenses	32,728.84	47,690.32
<b>Total operating expenses</b>	57,454.26	80,344.43
<b>Municipal Contribution needed</b>	(2,253.08)	(6,022.95)
Operating income (loss)	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>YTD Cost Center Analysis - Mobility/Outreach As of AUGUST FY25</b>	<b>Agency</b>	<b>Agency</b>
<b>Revenues</b>		
Fares:		
Portland fares	\$ -	0.00
Shuttle fares	-	0.00
Trolley fares	-	0.00
Zoom fares	-	0.00
Noreaster UNE fares	-	0.00
Fares - other	-	0.00
<b>Total fares</b>	<b>-</b>	<b>0.00</b>
Grant revenues:		
FTA-Urban	-	0.00
MDOT-Intercity	-	0.00
FTA-Capital/Mobility/Outreach	16,207.84	4,269.57
MDOT-ZOOM	-	0.00
MTA-ZOOM	-	0.00
Grant revenue - UNE	-	0.00
<b>Total grant revenues</b>	<b>16,207.84</b>	<b>4,269.57</b>
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	-	0.00
Municipal contributions	-	0.00
Contract stops - Local	-	0.00
Contract stops - Trolley	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local	-	0.00
Advertising revenue - intercity	-	0.00
Advertising revenue - trolley	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	0.00
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
<b>Total revenues</b>	<b>16,207.84</b>	<b>4,269.57</b>

**As of AUGUST FY25**

	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>Mobility/Outreach Coordinator</b>	<b>Agency</b>	<b>Agency</b>
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	14,490.41	2,230.90
Administrative Benefits	4,401.41	722.37
Employee's Expense	-	0.00
Travel	-	52.07
Training	-	0.00
Utilities	454.88	212.73
Telephone	100.00	100.00
Postage	-	0.00
Office Supplies	-	0.00
Miscellaneous Office	446.30	2,019.47
Advertising	476.00	0.00
Professional Services	-	0.00
Insurance	-	0.00
Facility Repairs & Maint.	-	0.00
Vehicle Fuel	-	0.00
Depreciation	-	0.00
Total administrative expenses	20,369.00	5,337.54
Operations expenses:		
Operating wages-Drivers	-	0.00
Operating wages-Repair	-	0.00
Operating benefits-Drivers	-	0.00
Operating benefits-Repair	-	0.00
Miscellaneous supplies & costs	367.00	0.00
Vehicle Fuel	-	0.00
Vehicle Maint.	-	0.00
Preventive Maintenance	-	0.00
Total operations expenses	367.00	0.00
<b>Total operating expenses</b>	<b>20,736.00</b>	<b>5,337.54</b>
<b>Municipal Contribution needed</b>	<b>4,528.16</b>	<b>1,067.97</b>
Operating income (loss)	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency Agency</b>	<b>Fund 801 FY24 AUGUST Agency Agency</b>
<b>YTD Cost Center Analysis - Outside Repair/Sales As of AUGUST FY25</b>		
<b>Revenues</b>		
Fares:		
Portland fares	\$ -	0.00
Shuttle fares	-	0.00
Trolley fares	-	0.00
Zoom fares	-	0.00
Noreaster UNE fares	-	0.00
Fares - other	-	0.00
Total fares	-	0.00
Grant revenues:		
FTA-Urban	-	0.00
	-	0.00
	-	0.00
MDOT-Intercity	-	0.00
	-	0.00
MDOT-ZOOM	-	0.00
MTA-ZOOM	-	0.00
Grant revenue - UNE	-	0.00
	-	0.00
Total grant revenues	-	0.00
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	17,862.82	18,716.32
Municipal contributions	-	0.00
Contract stops - Local	-	0.00
Contract stops - Trolley	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local	-	0.00
Advertising revenue - intercity	-	0.00
Advertising revenue - trolley	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	0.00
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
<b>Total revenues</b>	<b>17,862.82</b>	<b>18,716.32</b>

As of AUGUST FY25

	Fund 801 FY25 AUGUST Agency	Fund 801 FY24 AUGUST Agency
<b>Outside Agency Repairs &amp; Fuel Sales</b>	<b>Agency</b>	<b>Agency</b>
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	-	0.00
Administrative Benefits	-	0.00
Employee's Expense	-	0.00
Travel	-	0.00
Training	-	0.00
Utilities	-	0.00
Telephone	-	0.00
Postage	-	0.00
Office Supplies	-	0.00
Miscellaneous Office	-	0.00
Advertising	-	0.00
Professional Services	-	0.00
Insurance	-	0.00
Facility Repairs & Maint.	-	0.00
Vehicle Fuel	-	0.00
Depreciation	-	0.00
Total administrative expenses	-	0.00
Operations expenses:		
Operating wages-Divers	-	0.00
Operating wages-Repair	-	0.00
Operating benefits-Divers	-	0.00
Operating benefits-Repair	-	0.00
Miscellaneous supplies & costs	-	0.00
Vehicle Fuel	-	0.00
Vehicle Maint.	16,799.78	17,489.82
Total operations expenses	16,799.78	17,489.82
<b>Total operating expenses</b>	<b>16,799.78</b>	<b>17,489.82</b>
<b>Municipal Contribution needed</b>	<b>(1,063.04)</b>	<b>(1,226.50)</b>
Operating income (loss)	-	0.00

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>YTD Cost Center Analysis - Items not Allocated As of AUGUST FY25</b>	<b>Agency</b>	<b>Agency</b>
<b>Revenues</b>		
Grant revenues:		
FTA non-operating grant revenue	108,343.66	24,382.00
MDOT non-operating grant revenue	-	0.00
MDOT RTAP grant revenue	-	0.00
Other grant revenue	-	0.00
MDOT capital grant revenue	-	0.00
Total grant revenues	108,343.66	24,382.00
Municipal contributions	62,500.00	337,500.00
Fuel & miscellaneous operating revenue	-	0.00
Other income	4,444.70	0.00
<b>Total revenues</b>	<b>175,288.36</b>	<b>361,882.00</b>
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	-	0.00
Administrative Benefits	-	0.00
Employee's Expense	-	0.00
Travel	-	0.00
Training	-	0.00
Utilities	-	0.00
Telephone	-	0.00
Postage	-	0.00
Miscellaneous & Office	250.00	6,550.00
RTAP Grant Expense	-	9,276.50
Advertising	-	0.00
Professional Services	76,858.00	399.70
Insurance	-	0.00
Facility Repairs & Maint.	-	0.00
Vehicle Fuel	-	0.00
Depreciation	94,848.51	105,059.91
Total administrative expenses	171,956.51	121,286.11
Operations expenses:		
Operating wages-Drivers	-	0.00
Operating wages-Repair	-	0.00
Operating benefits-Drivers	-	0.00
Operating benefits-Repair	-	0.00
Miscellaneous supplies & costs	-	0.00
Vehicle Fuel	-	0.00
Vehicle Maint.	-	0.00
Total operations expenses	-	0.00
Items Paid from Restricted Fund Balance	-	0.00
Loss on Disposal of Capital Assets	-	0.00
Building Construc/Repair Capital	-	0.00
Equipment Purchase Capital	-	27,628.63
Vehicles Purchase Capital	164,393.18	67,483.69
Total capital expenses	164,393.18	95,112.32
<b>Total expenses</b>	<b>336,349.69</b>	<b>216,398.43</b>
Non-allocated items income (loss)	(161,061.33)	145,483.57
Income (loss) before depreciation	(66,212.82)	250,543.48
Municipal Contributions needed to fund operations	168,701.83	122,203.75
Excess (shortfall) in Municipal Contributions	(234,914.65)	128,339.73
<b>YTD Cost Center Analysis - COVID RELATED As of AUGUST FY25</b>	<b>Agency</b>	<b>Agency</b>
<b>Revenues</b>		
Fares:		
Portland fares	\$ -	0.00
Shuttle fares	-	0.00
Trolley fares	-	0.00
Biddeford rural loop fares	-	0.00
Zoom fares	-	0.00

**As of AUGUST FY25**

	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
Noreaster UNE fares	-	0.00
Fares - other	-	0.00
Total fares	-	0.00
Grant revenues:		
FTA-Urban	-	0.00
	-	0.00
	-	0.00
MDOT-Intercity	-	0.00
	-	0.00
MDOT-ZOOM	-	0.00
MTA-ZOOM	-	0.00
MDOT-Biddeford rural loop	-	0.00
Grant revenue - UNE	-	0.00
	-	0.00
Total grant revenues	-	0.00
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	-	0.00
Municipal contributions	-	0.00
Contract stops - Local	-	0.00
Contract stops - Trolley	-	0.00
Contract stops - Biddeford rural loop	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local	-	0.00
Advertising revenue - intercity	-	0.00
Advertising revenue - trolley	-	0.00
Advertising revenue - Biddeford rural loop	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	0.00
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
Total revenues	-	0.00
	<b>Agency</b>	<b>Agency</b>
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	-	0.00
Administrative Benefits	-	0.00
Employee's Expense	-	0.00
Travel	-	0.00
Training	-	0.00
Utilities	-	0.00
Telephone	-	0.00
Postage	-	0.00
Office Supplies	-	0.00
Miscellaneous Office	-	0.00
Advertising / Printing	-	0.00
Professional Services	-	0.00
Insurance	-	0.00
Facility Repairs & Maint.	-	0.00
Vehicle Fuel	-	0.00
Depreciation	-	0.00
Total administrative expenses	-	0.00
Operations expenses:		
Operating wages-Divers	-	0.00
Operating wages-Repair	-	0.00
Operating benefits-Divers	-	0.00
Operating benefits-Repair	-	0.00
Miscellaneous supplies & costs	-	0.00
Vehicle Fuel	-	0.00
Vehicle Maint.	-	0.00
Preventive Maintenance	-	0.00
Total operations expenses	-	0.00
Total operating expenses	-	0.00
Operating income (loss)	-	0.00

YTD Cost Center Analysis -

Agency

Agency

<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>As of AUGUST FY25</b>		
<b>Revenues</b>		
Fares:		
Portland fares	\$ -	0.00
Shuttle fares	-	0.00
Trolley fares	-	0.00
Zoom fares	-	0.00
Noreaster UNE fares	-	0.00
Fares - other	-	0.00
Total fares	-	0.00
Grant revenues:		
FTA-Urban	-	0.00
	-	0.00
	-	0.00
MDOT-Intercity	-	0.00
	-	0.00
MDOT-ZOOM	-	0.00
MDOT-Trolley	-	0.00
MTA-ZOOM	-	0.00
Grant revenue - UNE	-	0.00
	-	0.00
Total grant revenues	-	0.00
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	-	0.00
Municipal contributions	-	0.00
Contract stops - Local	-	0.00
Contract stops - Trolley	-	0.00
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local	-	0.00
Advertising revenue - intercity	-	0.00
Advertising revenue - trolley	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	0.00
Interest income	-	0.00
Other local revenue	-	0.00
Other income	-	0.00
Total revenues	-	0.00
	<b>Agency</b>	<b>Agency</b>
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	-	0.00
Administrative Benefits	-	0.00
Employee's Expense	-	0.00
Travel	-	0.00
Training	-	0.00
Utilities	-	0.00
Telephone	-	0.00
Postage	-	0.00
Office Supplies	-	0.00
Miscellaneous Office	-	0.00
Advertising	-	0.00
Professional Services	-	0.00
Insurance	-	0.00
Facility Repairs & Maint.	-	0.00
Vehicle Fuel	-	0.00
Depreciation	-	0.00
Total administrative expenses	-	0.00
Operations expenses:		
Operating wages-Drivers	-	0.00
Operating wages-Repair	-	0.00
Operating benefits-Drivers	-	0.00
Operating benefits-Repair	-	0.00
Miscellaneous supplies & costs	-	0.00
Vehicle Fuel	-	0.00
Vehicle Maint.	-	0.00
Preventive Maintenance	-	0.00
Total operations expenses	-	0.00



<b>As of AUGUST FY25</b>		
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
<b>Total operating expenses</b>	-	0.00
Operating income (loss)	-	0.00
<b>Biddeford-Saco-OOB Transit Committee</b>		
<b>YTD Cost Center Analysis - Total of all Areas</b>	<b>FY25</b>	<b>FY24</b>
<b>As of AUGUST FY25</b>	<b>Totals</b>	<b>Totals</b>
<b>Revenues</b>		
Fares:		
Portland fares	\$ 12,054.06	7,940.59
Shuttle fares	21,033.29	22,368.91
Trolley fares	122,258.11	95,254.43
Zoom fares	7,369.47	5,740.79
Noreaster UNE fares	-	0.00
<b>Total fares</b>	<b>162,714.93</b>	<b>131,304.72</b>
Grant revenues:		
FTA-Urban	350,801.78	287,139.92
MDOT-Urban	22,462.81	30,538.42
MDOT-Intercity	34,618.82	72,000.72
MDOT-RTAP	-	0.00
MDOT-ZOOM	23,453.62	47,245.81
MTA-ZOOM	-	0.00
Planning/Mobility/Outreach	16,207.84	4,269.57
Interline grant revenue	-	0.00
MDOT-Other grants	-	0.00
Capital grants	-	0.00
<b>Total grant revenues</b>	<b>447,544.87</b>	<b>441,194.44</b>
Insurance claims revenue	-	0.00
Fuel & miscellaneous operating revenue	-	0.00
Contract repair parts & labor revenue	17,862.82	18,716.32
Municipal contributions	62,500.00	337,500.00
Greyhound ticket sales	-	38.83
Contract stops - Local	109,726.20	75,199.66
Contract revenue - UNE annual contribution	-	0.00
Advertising revenue - local	28,884.25	34,982.50
Advertising revenue - intercity	-	0.00
Advertising revenue - zoom	-	0.00
Advertising Commissions Paid	-	(11,977.57)
Other income	4,444.70	0.00
<b>Total revenues</b>	<b>833,677.77</b>	<b>1,026,958.90</b>
<b>Expenses</b>		
Administrative expenses:		
Administrative Salaries	109,360.26	99,760.90
Administrative Benefits	48,586.55	28,221.75
Employee's Expense	7,511.73	4,644.70
Travel	579.66	1,048.47
Training	757.96	0.00
Utilities	3,057.46	2,393.78
Telephone	1,000.00	950.09
Postage	172.40	0.00
Office Supplies	1,957.46	1,734.75
Miscellaneous Office	27,659.92	33,039.14
Advertising	2,951.00	4,283.19
Professional Services	78,636.20	7,670.43
Insurance	49,979.00	92,399.09
Facility Repairs & Maint.	1,577.10	0.00
Vehicle Fuel	-	1,283.30
<b>Total administrative expenses</b>	<b>333,786.70</b>	<b>277,429.59</b>
Operations expenses:		
Operating wages-Drivers	233,488.89	268,999.86
Operating wages-Repair	(71,457.10)	14,687.43
Operating benefits-Drivers	67,845.69	47,390.11
Operating benefits-Repair	15,974.27	15,104.02
Miscellaneous supplies & costs	3,317.86	4,639.02
Vehicle Fuel	49,343.12	66,586.85

**As of AUGUST FY25**

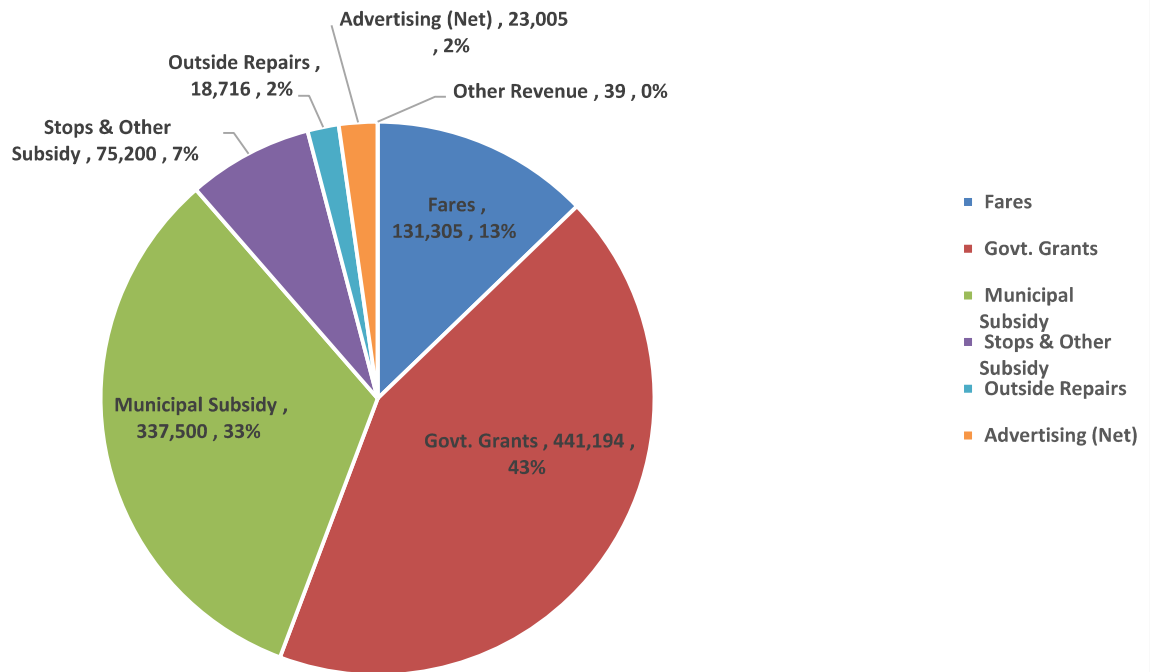
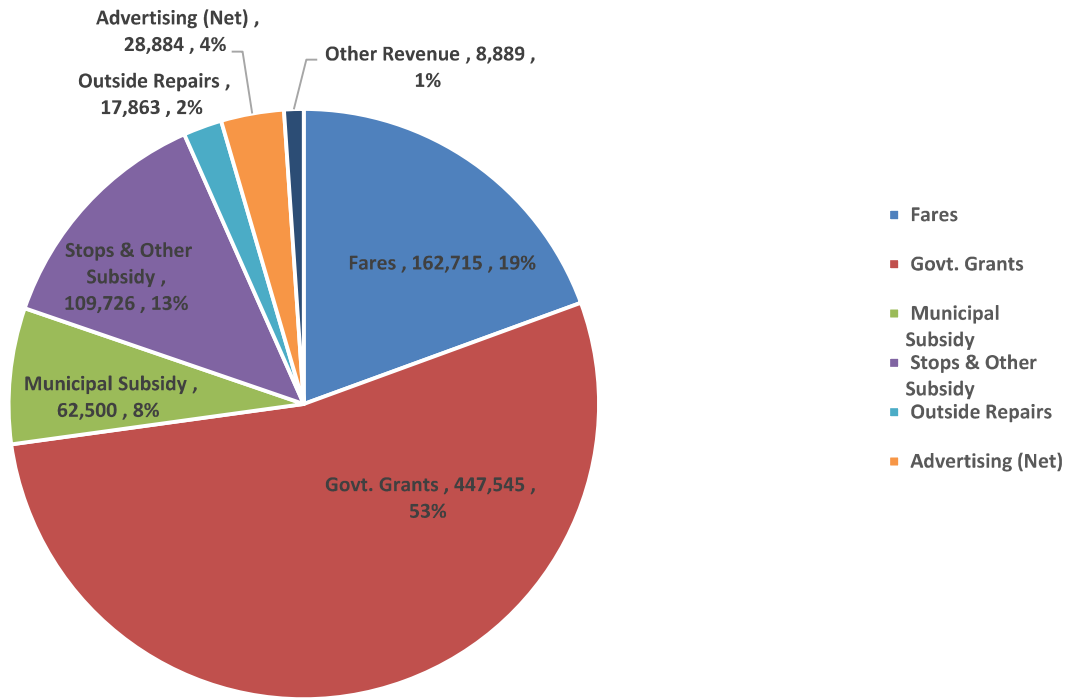
	<b>Fund 801 FY25 AUGUST Agency</b>	<b>Fund 801 FY24 AUGUST Agency</b>
Vehicle Maint.	17,087.51	23,115.03
Preventive Maintenance	181,019.19	83,497.73
Depreciation	95,869.74	107,117.13
Total operations expenses	592,489.17	631,137.18
<b>Total operating expenses</b>	<b>926,275.87</b>	<b>908,566.77</b>
Operating income (loss)	(92,598.10)	118,392.13
Contingency fund	-	0.00
Loss on disposal of capital assets	-	0.00
Capital expense	164,393.18	95,112.32
Interest expense (included in office supplies allocation)		
<b>Total non-operating expenses</b>	<b>164,393.18</b>	<b>95,112.32</b>
<b>Total expenses</b>	<b>1,090,669.05</b>	<b>1,003,679.09</b>
Net income (loss)	(256,991.28)	23,279.81

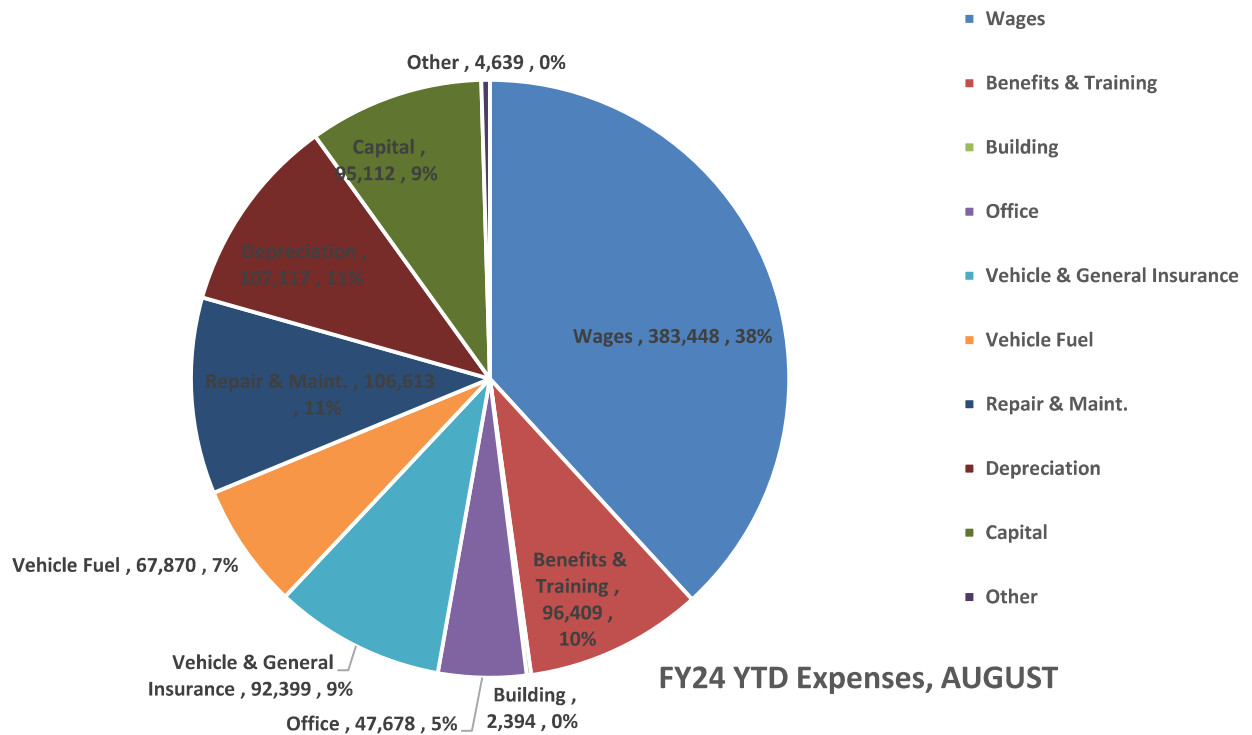
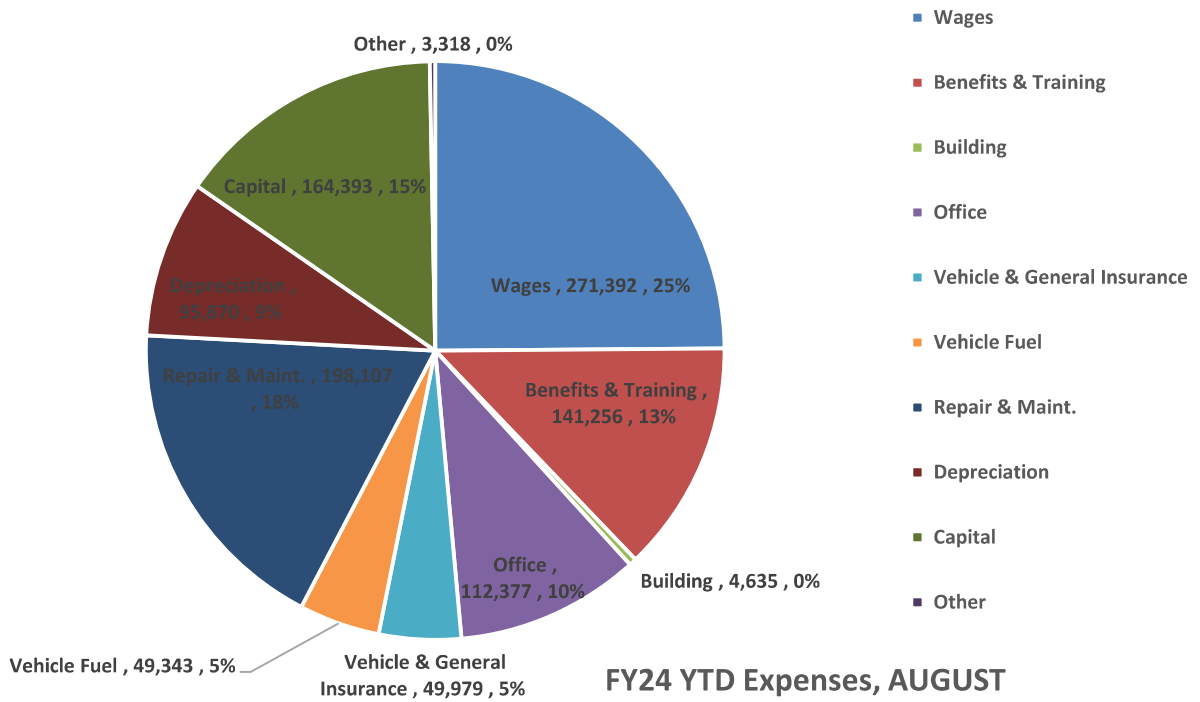
**B-S-OOB Transit Committee**  
**Monthly Financial Report - Revenues**  
**Month Ending FY25 AUGUST**

Target 16.7%	FY2025				FY2024		
	Estimate	Month Ended AUGUST	Remaining Estimate	Percentage Realized	Revised Estimate	Month Ended AUGUST	Percentage Realized
General Revenues:							
Sale of surplus property	0	0	0	0.0%	0	0	0.0%
Donations	0	0	0	0.0%	0	0	0.0%
Interest earned	0	4,445	(4,445)	0.0%	0	0	0.0%
Advertising commissions paid	0	0	0	0.0%	(13,200)	(11,980)	90.8%
Miscellaneous revenue	15,000	0	15,000	0.0%	500	0	0.0%
YCCTC Repairs Revenues:							
Repair parts	10,000	3,592	6,408	35.9%	27,022	3,617	13.4%
Repair labor	15,000	0	15,000	0.0%	27,022	2,536	9.4%
Other Agency Repairs Revenues:							
Repair parts	20,000	8,460	11,540	42.3%	3,333	6,048	181.5%
Repair labor	20,000	5,810	14,190	29.1%	3,333	6,515	195.5%
Local Service Revenues:							
FTA Urban grant	1,476,597	242,458	1,234,139	16.4%	1,473,970	262,758	17.8%
Local fares	205,000	143,291	61,709	69.9%	69,878	117,623	168.3%
Advertising sales	100,000	28,884	71,116	28.9%	31,553	34,983	110.9%
Contract stops	95,000	109,726	(14,726)	115.5%	103,282	75,200	72.8%
MDOT grants	120,862	22,463	98,399	18.6%	0	30,538	0.0%
UNE contribution	90,000	0	90,000	0.0%	62,000	0	0.0%
Other local service revenues	0	0			0	0	
Zoom Service Revenues:							
Zoom fares	35,000	7,369	27,631	21.1%	27,942	5,741	20.5%
Advertising sales	0	0	0	0.0%	7,888	0	0.0%
MDOT Zoom grant	145,999	23,454	122,545	16.1%	440,655	47,246	10.7%
	0	0	0	0.0%	0	0	0.0%
Intercity Service Revenues:							
Intercity fares/ticket sales	55,000	12,054	42,946	21.9%	50,250	7,979	15.9%
Advertising sales	0	0	0	0.0%	0	0	0.0%
MDOT Intercity grant	399,510	34,619	364,891	8.7%	687,104	72,001	10.5%
Municipal contributions	0	0	0	0.0%	25,000	0	0.0%
Mobility/Outreach Coordinator							
FTA Planning grant	116,000	16,208	99,792	14.0%	52,953	4,270	8.1%
Fuel Sales Revenue:							
Fuel sales	0	0	0	0.0%	0	0	0.0%
Non-operating Revenues:							
FTA non-operating grants	3,930,279	108,344	3,821,935	2.8%	3,927,739	24,382	0.6%
MDOT non-operating grants	0	0	0	0.0%	0	0	0.0%
MDOT RTAP grant	250,000	0	250,000	0.0%	0	0	0.0%
Other grants	20,000	0	20,000	0.0%	104,860	0	0.0%
Capital grants	489,046	0	489,046	0.0%	0	0	0.0%
Municipal contributions	865,000	62,500	802,500	7.2%	600,000	337,500	56.3%
Other non-operating revenues	674,370	0	674,370	0.0%	0	0	0.0%
TOTAL REVENUES	9,147,663	833,677	8,313,986	9.1%	7,713,084	1,026,957	13.3%
Total, less Municipal contributions	8,282,663	771,177	7,511,486	9.3%	7,113,084	689,457	9.7%
Total fares	295,000	162,714	132,286	55.2%	148,070	131,343	88.7%
Total less fares & Municipal conts.	7,987,663	608,463	7,379,200	7.6%	6,965,014	558,114	8.0%
Total external repairs/fuel sales	65,000	17,862	47,138	27.5%	60,710	18,716	30.8%
Total operating revenues	2,918,968	662,833	2,256,135	22.7%	3,080,485	665,075	21.6%

**B-S-OOB Transit Committee**  
**Monthly Financial Report - Expenditures**  
**Month Ending FY25 AUGUST**

	FY2025				FY2024		
	Budget	Month Ended AUGUST	Remaining Budget	Percentage Expended	Budget	Month Ended AUGUST	Percentage Expended
<b>Target 16.7%</b>							
Admin/Overhead Expenditures:							
Salaries & wages	608,508	94,870	513,638	15.6%	342,361	97,520	28.5%
Employee benefits	300,939	42,216	258,723	14.0%	204,064	24,807	12.2%
Other employment costs	68,500	10,819	57,681	15.8%	30,300	8,331	27.5%
Purchased professional svcs.	155,000	15,102	139,898	9.7%	67,000	8,470	12.6%
General operating costs	255,250	120,392	134,858	47.2%	169,850	77,948	45.9%
Insurances	307,000	49,979	257,021	16.3%	196,363	92,416	47.1%
Borrowing costs	0	0	0	0.0%	0	(76)	0.0%
Contingency	0	0	0	0.0%	0	0	0.0%
Garage Operating Expenditures:							
Salaries & wages, regular	265,504	43,306	222,198	16.3%	354,061	21,494	6.1%
Overtime wages	26,550	0	26,550	0.0%	39,252	7,398	18.8%
Employee benefits	93,594	15,974	77,620	17.1%	118,488	1,393	1.2%
Other employment costs	4,500	388	4,112	8.6%	2,000	583	29.2%
Reclassification to external repairs	(300,000)	(114,764)	(185,236)	38.3%	(115,000)	206	-0.2%
General operating costs	282,700	163,120	119,580	57.7%	159,430	105,770	66.3%
YCCTC Repairs Expenditures:							
All costs	10,000	8,463	1,537	84.6%	110,000	51,533	46.8%
Other Agency Repairs Expenditures:							
All costs	15,000	8,337	6,663	55.6%	20,000	38,156	190.8%
Bus Services Expenditures:							
Salaries & wages, regular	1,264,024	225,323	1,038,701	17.8%	959,126	51,725	5.4%
Overtime wages	91,352	21,320	70,032	23.3%	34,627	14,121	40.8%
Employee benefits	387,583	72,044	315,539	18.6%	248,755	20,627	8.3%
Other employment costs	6,000	0	6,000	0.0%	0	37,326	0.0%
Advertising costs	5,000	1,475	3,525	29.5%	7,500	30,014	400.2%
Fuel costs	237,600	46,351	191,249	19.5%	210,410	86,032	40.9%
General operating costs	51,000	0	51,000	0.0%	123,500	47,590	38.5%
Mobility/Outreach Coordinator							
Salaries & wages, regular	103,152	14,490	88,662	14.0%	47,326	89	0.2%
Overtime wages	4,180	0	4,180	0.0%	0	35	0.0%
Employee benefits	32,282	4,401	27,881	13.6%	5,125	56	1.1%
Other employment costs	0	0	0	0.0%	0	0	0.0%
General operating costs	16,200	1,122	15,078	6.9%	13,020	2,198	16.9%
Fuel Sales Expenditures:							
Fuel costs	0	0	0	0.0%	0	0	0.0%
Non-operating Expenditures							
Training/Travel/Lodging	0	0	0	0.0%	0	27,629	0.0%
Consultants	250,000	76,858	173,142	30.7%	19,200	3,014	15.7%
RTAP grant expenses	0	0	0	0.0%	0	0	0.0%
Repairs & maintenance, non-cap	0	0	0	0.0%	0	64,470	0.0%
Loss on disposal of assets	0	0	0	0.0%	0	0	0.0%
Capital equipment	4,616,744	164,393	4,452,351	3.6%	4,013,368	0	0.0%
Other non-oper. Expense	0	250	(250)	0.0%	169,665	0	0.0%
Total Expenditures	9,158,162	1,086,229	8,071,933	<b>11.9%</b>	7,549,791	920,875	12.2%
Total Personnel Costs	2,981,668	447,187	2,534,481	<b>15.0%</b>	2,400,485	375,400	15.6%
Total Fuel Costs	237,600	46,351	191,249	<b>19.5%</b>	210,410	86,032	40.9%
Total Capital Equipment Costs, net	4616744	164393	4452351	<b>3.6%</b>	4013368	0	0.0%
Total Other Costs	1,322,150	428,298	893,852	<b>32.4%</b>	925,528	459,443	49.6%





Grant	Scope	Suffix	Comments	Amount Spent	Balance Remaining	Local Match Still Required	Match Percent
<b>FTA: ME-2021019</b>			<b>5307 Funds FY22</b>	<b>FTA: ME-2021019</b>	<b>Start Date 8/23/21 - End Date 6/30/24</b>		
	114	A3	2 Support Vehicles	138,499.00	501.00	125.25	20%
	111	A5	Replacement VANS	78,389.00	2,611.00	652.75	20%
	441	A2	Planning Consultant	1,999.00	17,201.00	4,300.25	20%
<b>FTA: ME-2023-016-00</b>			<b>ARPA FY23</b>				
			Route 111 Enhancements	0.00	600,000.00	\$ -	
			Bus Stop Improvement	0.00	75,000.00	\$ -	
			Regional Signage Project	0.00	15,500.00	\$ -	
<b>FTA ME-2023-041</b>			<b>5310 Transit Stop Access Project</b>				
	11300	xx	Bus Stop Shelters and Signage	0.00	61,366.00	-	0%
<b>FTA: ME-2023-006-00</b>			<b>5307 Funds FY23</b>			<b>Start Date 8/23/21 - End Date 6/30/24</b>	
	xx	B3/B2	Improve Shelters	8,516.00	31,484.00	7,871.00	20%
	xx	A4/A5	Security Fence	0.00	33,468.00	8,367.00	20%
	xx	A9/B1	Onroute Charger Overage	0.00	104,047.00	26,011.75	20%
	117	A4/A4	Mobility Management	52,211.00	22,849.00	5,712.25	20%
	441	A2/A2	Planning Consultant	0.00	20,800.00	5,200.00	20%
<b>FTA: ME- 2023-042-00</b>			<b>5307 Funds FY24</b>			<b>Start Date 7/1/23 - End Date 6/30/26</b>	
	300	A3	Service Operations	906,136.30	5.70	5.70	50%
	114	A8	ERP FINANCE	26,462.13	1,537.87	384.47	20%
	114	xx	Facilities	42,130.00	57,870.00	14,467.50	20%
	117	xx	Mobility Management	37,361.00	15,895.00	3,973.75	20%
	441-80	xx	Planning Consultant	0.00	22,400.00	5,600.00	20%
<b>FTA: ME-2024-013-00</b>			<b>5307 Funds FY25</b>				
	300	A9/A3	Service Operations	112,313.00	811,952.00	811,952.00	50%
	117	A8/A2	Preventive Maintenance	103,788.00	202,212.00	50,553.00	20%
	117	A8/A2	Mobility Management	0.00	116,000.00	29,000.00	20%
	113	A6/A5	Bus Stops	0.00	31,044.00	7,761.00	20%
	114	A7/A1	Technological Investments	0.00	96,000.00	24,000.00	20%

Grant	Scope	Suffix	Comments	Amount Spent	Balance Remaining	Local Match Still Required	Match Percent
	114	A7/A1	Security Camera System	0.00	31,999.00	8,001.00	20%
	114	A7/A1	Mobile Fare System	0.00	16,000.00	4,000.00	20%
	114	A7/A1	Facilities Upgrades	0.00	280,000.00	70,000.00	20%
	441	B1/A4	Planning Consultant	0.00	20,000.00	5,000.00	20%
<b>FTA: ME-2020-022-00</b>				<b>FTA: ME-2020-022-00</b>			
	111	A1	Bus Wash	1,044,688.00	772.00	193.00	20%
<b>FTA: ME- 2023-040-00</b>							
	<b>LONO III</b>	Buses		2,125.00	1,841,763.00		
		Tool		11,452.00	100,328.00		
		Human Resource		0.00	91,739.00		
		<b>MEDOT CSN 5101</b>		1,647.44	233,917.56		
<b>FTA: ME- 2023-007-00</b>							
	<b>LONO II</b>	<b>FTA: ME- 2023-007-00</b>		3,776.38	1,220,754.62		
		<b>MEDOT CSN 43211</b>		352.15	135,706.85		
				<b>LONO I</b>			
<b>FTA: ME-2019-020-00</b>	<b>FTA: ME-2019-020-00</b>			1,025,206.00	119,794.00	10,919.74	
<b>MDOT: ME-2018-024-00, CSN 41564</b>				<b>MDOT: ME-2018-024-00, CSN 41564</b>			
		<b>Intercity 2020-2</b>		119,121.08	384,331.92	384,331.92	50%
		Intercity 2020-2					
<b>MDOT: ME-2020-027, CSN 45327</b>				56,023.20	80,976.80	80976.8	50%
		Operating		15,730.92	15,269.08	3817.27	20%
		Prev Maint					
<b>MDOT: ME-2021-005-00, CSN 43013</b>				<b>MDOT: ME-2021-005-00, CSN 43013</b>			
<b>Assignment Letter 29 CSN 46131</b>				211,081.08	188,428.94	188,428.94	50%
		Intercity State					
<b>SMARTGRANT: SMART FY22 N1PG-30</b>				112,713.00	237,287.00	0	100%
		Microgrid					



# **BSOOB Transit Agenda Action Proposal**

**Agenda Item:**

Approve 2024-2027 BSOOB Transit – ATU Collective Bargaining Agreement

**Subcommittee:**

N/A

**Committee Meeting Date:**

September 24, 2024

**Transit Committee Action Date:**

September 24, 2024

**Staff Resource:**

Chad Heid

**Purpose:**

The Transit Committee will review and consider approval of the new collective bargaining agreement (CBA) as presented in the meeting packet. This document becomes a three-year binding agreement between management and labor. While not an exhaustive document of all employee and agency policies and procedures, terms associated with wages, compensation, job classification, discipline, and specific protocols for union eligible positions are documented in the CBA.

**Background:**

The existing CBA had a term of July 1, 2021 through June 30, 2024. During the spring and summer months, management staff and ATU representatives met seven times to complete the negotiation process. The new CBA contains 46 articles, of which 16 are new to the CBA based on agreements between the parties.

**Financial Impacts:**

The economic terms of the finalized CBA were anticipated during the preliminary FY25 budget cycle. The increase for employee wages, sundry and shoe reimbursements, and deferred compensation were all included in the approved budget.

A new, non-budgeted, one-time ratification bonus totaling \$30,160 will be paid to the represented workforce upon ratification.

**Recommendation:**

The Transit Committee approve of the outcome of the collective bargaining process, support implementation of the contract terms and ratify the agreement as presented.

**Prepared by: Chad Heid**

## **Memorandum**

*September 20, 2022*

To: BSOOB Transit Committee Members  
From: Chad Heid, Executive Director  
Subject: BSOOB Transit – ATU Local 714 CBA Executive Summary

### **Summary:**

On Thursday 15<sup>th</sup>, 2024, BSOOB Transit Amalgamated Transit Union (ATU) Local 714 represented employees voted to approve the collective bargaining agreement (CBA) between BSOOB Transit and the ATU. The finalized document contains 46 articles that clarify policy, compensation and procedures for conducting business. Both parties invested considerable time and effort to reach this agreement, and both parties should be pleased with the outcome. This summary will put a spotlight on compensation and new employee policies.

The economic impacts of the presented CBA terms were anticipated in the initial FY25 budget approved by the Transit Committee in June 2024. Recognizing this CBA is aligned with industry standards, and the economic impacts will be managed within the existing budget structure, it is my recommendation that this body ratify the agreement.

### **Compensation Package:**

Currently, BSOOB Transit bus operators earn a top rate of \$24.88/hr. This agreement includes a 8% increase for operator wages in fiscal year 2025 to \$26.87/hr, and 4% increases in FY26 and FY27. The non-operator represented workforce will see a 5% increase in FY25 and a similar 4% increase in FY26 and FY27. In addition to the increases by job classification is a new longevity increase will be implemented that rewards employees who have worked for 10 or more years consecutively.

In addition to the wage increases, the represented workforce will see an increase from 3% to 4% to the mandatory employer contribution to a Deferred Comp 457 Plan. This contribution will increase to 4.5% in FY26 and 5% in FY27. As agreed by the parties and budgeted for FY25, the wage and 457 plan increases will be applied retroactively to July 1<sup>st</sup>, 2024.

Beyond the retroactive compensation adjustments, there are three additional economic impacts that will be applied upon ratification. Articles 23 and 31 afford our staff reimbursable expenses related to appropriate professional outerwear and accessories. Article 43 is a one-time ratification bonus for both full-time and part-time employees.



Heading into future fiscal years, the planned municipal increases should offset the compensation increases. It should also be expected that additional cost control measures will be implemented in the coming months.

### **Cost of Implementation**

As detailed in the FY25 preliminary budget presentation, the economic terms of the finalized CBA were anticipated. The increase for employee wages, sundry and shoe reimbursements, and deferred compensation were offset by removing three budgeted, unstaffed positions from FY24, a staff accountant and two maintenance personnel. Through the removal of budgeted positions and the planned increases to wages and compensation, the approved FY25 budgets for wages and labor has a net reduction of \$26,968.

The only economic article that was not considered in the budget process is Article 43 - Ratification Bonus. This one-time pay out will occur upon ratification by the Transit Committee and will amount to a total of \$30,160. This expense will be booked to the associated job classification wage lines.

### **Policies and Procedures:**

Beyond the economic implications of the CBA, there are important articles that define and clarify organizational policies and procedures. These elements should enhance working relationships, service reliability and overall accountability among management and the workforce. The new articles are based on industry best practices and similar business approaches at peer agencies. These stipulations were either adopted through agreements between Management and ATU leadership as part of separate MOU discussions or at the negotiating table for the presented CBA. These updates include: vacation buyback, leaves on absence, service suspensions procedures, operator work rules and scheduling procedures.

### **Outstanding Memorandums of Understanding (MOU):**

There is one subject for further negotiation that is omitted from this agreement: non-CDL operators. While there is no specific plan to hire non-CDL operators at this time, should the consideration rise the parties have mutual understanding that the terms of wages, hours, and impact to existing operator positions will be formally negotiated. In the absence of this consideration, the status quo will persist.



## **Articles of Agreement**

Between

Biddeford – Saco – Old Orchard Beach Transit Committee

and

Amalgamated Transit Union

Local 714

July 1, 2024 – June, 30, 2027



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# **AGREEMENT**

This Agreement is made and entered into by and between Biddeford – Saco – Old Orchard Beach Transit Committee, referred to as “Transit”, and The Amalgamated Transit Union Local 714, referred to as “Union”.

## **ARTICLE 1. RECOGNITION CLAUSE AND ARBITRATION**

Transit recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours of work, and other conditions of employment for all regular full and regular part time Drivers, Mobility Manager, Administrative Assistant, Customer Service Representative, Shop Foreman, Shop Mechanic, Technician, Body Mechanic, Parts Service Writer, Cleaner and any other similarly situated employee but not including all other employees excluded by the Municipal Public Employees Labor Relations Act (26 M.R.S.A. S961 et seq).as amended. Transit agrees to meet and treat with the duly accredited Officers and Committees of the Union upon all questions arising between them and, should any difference arise between them which cannot be mutually adjusted, including discipline, contract interpretation, wages, terms and conditions, the same shall be submitted, at the request of either party, to arbitration to the extent allowed by law and in a manner hereinafter provided in the parties grievance procedure.

## **ARTICLE 2. MEMBERSHIP IN THE UNION / UNION SECURITY**

1. Transit shall deduct, and continue to deduct, the regular dues, fees and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted written authorization to Transit. Consistent with federal, state and local law, Transit shall honor and adhere to the specific provisions of any such authorization for the deduction of regular dues, fees and assessments regarding the duration, renewal, procedure for revocation and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union. Such deductions shall be remitted to the Union on a weekly basis.
2. Transit shall deduct contributions to the ATU Committee on Political Education (COPE) from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to Transit. Such deductions shall be remitted to the Union on a weekly basis.
3. Transit shall provide the Union, each month, with an updated electronic list of bargaining unit employees, including name, address, home telephone number, cellular phone number, work e-mail address, e-mail address of record, work hours, work location, classification, date of hire, rate of pay, and status of employee dues deduction authorization.
4. Transit shall notify the Union of all new bargaining unit employees immediately upon hire or transfer into the unit. Transit shall supply the following information to the Union regarding each new bargaining unit employee immediately upon hire or transfer: name, address, home telephone number, cellular phone number, work e-mail address, e-mail address of record, work hours, work location, classification, date of hire and rate of pay.
5. When an orientation program, formal or informal, is conducted for employees newly hired or transferred into the bargaining unit, Transit shall provide the Union with advance notice of the orientation and shall permit the union not less than sixty (60) minutes to give a presentation, answer questions, distribute materials and solicit membership in the Union. When a newly hired employee, or employee transferred into the bargaining unit, does not attend an orientation, or is not scheduled to attend an orientation scheduled to take place within sixty (60) days of hire, Transit shall provide the Union with timely notice of same and with not less than thirty (30) minutes to meet with the employee. The meetings between the Union and employees shall take place during the employees’ regular working hours with no loss of pay to the employees involved.

## ARTICLE 3. MANAGEMENT RIGHTS

Transit shall have exclusive right to hire, promote, increase or decrease the work force; direct the workforce; to determine the number of employees at any time; to determine the qualification for and to select its managerial forces and all new employees; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violations of rules and other misconduct, including suspend or otherwise discipline and discharge for just cause of any employees covered by the Agreement. The within enumerated rights are solely vested in Transit. Any appeal of the exercise of Transit's rights pursuant to this section shall be in accordance with the Grievance Procedure outlined in Article 11 of this agreement. No rules or regulations at any time promulgated or enforced by BSOOB Transit shall be valid if they violate any provisions elsewhere set for in this agreement.

## ARTICLE 4. WAGES

1. Support staff hourly top rate:

	<b>Effective 7/1/23</b>	<b>Effective 7/1/24</b>	<b>Effective 7/1/25</b>	<b>Effective 7/1/26</b>
<i>Percentage Increase</i>		5%	4%	4%
<b>Admin</b>				
Inventory Coordinator	\$27.04	\$28.39	\$29.53	\$30.71
Operations Coordinator	\$27.04	\$28.39	\$29.39	\$30.71
Mobility Coordinator	\$25.42	\$26.69	\$27.76	\$28.87
Finance Assistant	\$23.38	\$24.55	\$25.53	\$26.55
Clerk	\$21.63	\$22.71	\$23.63	\$24.56
<b>Maintenance</b>				
Shop Foreman	\$34.61	\$36.34	\$37.79	\$39.31
Mechanic III	\$31.91	\$33.51	\$34.85	\$36.24
Mechanic II	\$27.58	\$28.96	\$30.12	\$31.32
Mechanic I	\$25.96	\$27.26	\$28.35	\$29.48
Cleaner	\$24.88	\$26.12	\$27.17	\$28.26

Maintenance staff wages shall be determined based on classification upon hire. Administrative support staff wages shall progress to the hourly top rate as follows:

<b><u>Length of Employment</u></b>	<b><u>Percent of Top rate</u></b>
0-6 months	85%
6-12 months	87.5%
12-18 months	90%
18-24 months	95%
24 Months and Thereafter	100%



2. Driver / Operator hour rates:

<i>Operator</i>	<b>Effective 7/1/23</b>	<b>Effective 7/1/24</b>	<b>Effective 7/1/25</b>	<b>Effective 7/1/26</b>
<i>Percentage Increase</i>		8%	4%	4%
<b>Length of Employment</b>				
Training Rate, until released	\$20.01	\$21.61	\$22.48	\$23.37
0 - 12 months	\$23.25	\$25.11	\$26.11	\$27.16
12 - 24 months	\$23.80	\$25.70	\$26.73	\$27.80
24 Months and Thereafter	\$24.88	\$26.87	\$27.95	\$29.06

Operators will be released from the Company's training program upon satisfactory completion of all required licensing, endorsement, fleet, and route curriculum. The date upon hire will be used to calculate progression steps.

3. All above increases to be paid retroactive to July, 1, 2024.

## **ARTICLE 5. LONGEVITY INCREASE**

1. All Full-Time employees who have worked continuously for the durations listed below shall see an increase in top rate equivalent to the percentage increase listed below:

<b>Longevity Bump</b>	<b>Increase</b>
10-14 Years	1%
15-19 Years	2%
20-24 Years	3%
25-29 Years	4%
30 +	5%

## **ARTICLE 6. PAYROLL REPORTS AND PAY STUBS**

Employees shall be provided a weekly paystub with no less than gross wages, net wages, taxes paid, and other deductions, for the given pay period.

## **ARTICLE 7. HEALTH AND WELFARE**

### **1. Choice of Health Insurance Plan**

Provided only to Full-Time Employees

HMO or PPO Option with HRA attached reimbursing EE 90% all claims up to Out of Pocket Maximum, then \$0

85% ER Premium contribution / 15% EE Premium contribution for HMO. The PPO plan employer contribution will be the same dollar value as the HMO plan.

## **2. Dental Premium Plan**

Provided only to Full-Time Employees

100% Covered Diagnostic Oral Evaluations twice in a 12-month period, Bitewing X-rays once in a 12-month period.

Preventive covered at 100% including cleanings twice in a 12 month period

One-time Deductible on Basic and Major Restorative

15% ER Premium contribution / 85% EE Premium contribution

## **3. Vision Care**

Provided only to Full-Time Employees

Annual Eye Exam – 100% covered under health insurance or \$10 Copay under Vision

Frames – every 24 months \$130 allowance, 20% Off Balance

Contact Lens Fit and Follow-up, Standard Lenses \$55 Copay

Contacts – every 12 months

Conventional \$130 Allowance, 15% Off Balance

Disposable \$130 Allowance

Medically necessary – Paid in Full

0% ER Premium contribution / 100% EE Premium contribution

## **4. Life Insurance**

Full-Time EEs – Group Term Life Benefits Summary: 100% Annual Salary rounded to next higher \$1,000, Minimum Benefit \$15,000. Maximum, \$100,000

35% Benefit Reduction at Age 65, with an additional 15% reduction at age 70.

Accidental Death & Dismemberment Coverage – maximum is equal to Group Term Life Benefit with qualifications.

# **ARTICLE 8. VACATIONS**

In each calendar year, Full-Time employees covered by this Agreement shall be granted vacations as follows:

**Those employees with service of at least**

0 – 3 years	2 weeks	Full-Time 80 hours
3 – 7 years	3 weeks	Full-Time 120 hours
7 – 20 years	4 weeks	Full-Time 160 hours
20+ years	5 weeks	Full-Time 200 hours

1. A service year is calculated based on the actual hire date of the employee.
2. If an employee who qualifies for a vacation is, due to illness, unable to work for more than two consecutive weeks and Transit is satisfied that said employee will be able to return to work during the current calendar year, the employee may be allowed to take vacation during the period of illness.
3. Bargaining unit members shall be allowed to carry over no more than 240 hours of vacation time into the next calendar year.

4. Part-Time employees shall accrue one (1) vacation hour for every forty (40) hours worked. Accrual starts from the first day of employment. Part time employees must follow the regular attendance reporting procedures when utilizing vacation time.
5. When a Part-Time employee becomes a Full-Time employee, full credit shall be given for part-time service for the purpose of determining the amount of vacation entitlement.

## **ARTICLE 9. VACATION BUYBACK**

1. BSOOB Transit will provide a vacation buyback option to all bargaining unit members. This policy will guarantee that employees are able to receive full value of their vacation time compensation even when unable to take the vacation days. Employees may elect to be paid via a buyback request for any accrued and unused vacation time up to 160 hours total per calendar year.
2. A buyback request is available to each employee four times per year and may be requested at any time during the calendar year. The rate of compensation for a vacation buyback shall be the employees current rate of pay at the time the request is made, and will be calculated at a straight time rate. All applicable taxes and withholding shall apply.
3. Employees will be required to submit a buyback request form to Human Resource Department.

## **ARTICLE 10. SICK/EARNED, BEREAVEMENT, PERSONAL LEAVES AND ACCRUALS**

### **1. Sick Earned Leave**

- a. **Full-Time Employees** - Employees working a regular full-time schedule are eligible to begin utilizing paid sick/earned time the first of the month following 30 days of employment.
- b. Full-time employees' sick/earned leave accumulates at a rate of 7.00 hours per month and from the first day of employment.
- c. Full-time employees may accumulate a maximum of 600 hours of unused sick/earned time.
- d. **Part-Time Employees** – As of January 1, 2021, employees working a part-time schedule are eligible to begin utilizing paid sick/earned time after 120 days worked. Part-time employees are entitled to accrue one (1) hour sick/earned leave for every forty (40) hours worked up to a total accrual of 40 hours for the year. Accrual starts from first day of employment. Employees should follow the regular attendance reporting procedures when utilizing sick/earned leave and should complete a paid time off request form to document usage and provide sufficient notice to the employer. The request should be completed in advance for any planned absences or as soon as possible following unplanned usage.
- e. Absences for a part of a day that are chargeable to sick/earned leave are charged proportionately in an amount not smaller than one (1) hour.
- f. Sick/earned leave may be paid for a period covered by payments of Workers' Compensation Benefits or for occupational disease under Maine Workers' Compensation Law, but only in an amount such that the sum of sick/earned leave and any insurance benefits equals the employee's after-tax weekly wage.
- g. Sick/earned time is not considered time worked and is not counted when calculating overtime hours. Sick/earned time does not continue to accrue during leaves of absence and is not paid out upon termination of employment.
- h. If an employee calls out sick/earned for a holiday date, that employee will receive zero hours holiday pay, only sick/earned time requested.
- i. Sick/earned leave shall under no circumstances be bought back.

## **2. Bereavement Leave**

- a. Provided only to Full-Time Employees
- b. Employees will be paid Five (5) days, pay to make arrangements and attend funeral services due to the death of the employee's spouse, domestic partner, child, or parent.
- c. Employees are allowed three (3) paid days because of the death of a father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, stepchildren, grandparent, grandchildren, or other relative living in the household of the employee.
- d. Employees are allowed one (1) paid day because of the death of an aunt, uncle, nephew, or niece.
- e. One additional day will be granted, when requested, to attend funeral service more than 100 miles from the employee's home. PTO time may be used for this additional day at the employee's option.
- f. Each employee shall notify the employer as soon as is feasible of his/her intention to be absent due to sickness or bereavement.

## **4. Personal Days**

- a. All Full-Time employees shall have two (2) personal days each year. On January 1<sup>st</sup> of each year all full-time employees shall be eligible to have two (2) personal days to be utilized during that calendar year.
- b. Personal days shall be paid for through an employee's "personal days" accrual.
- c. An employee utilizing a personal day shall be required to give notice as soon as possible, however, an employee must notify the company no later than two (2) hours previous to their start time.
- d. Personal days shall not be considered "absences" for the purpose of discipline.
- e. Personal days shall be prohibited from being carried over from year to year.

## **5. Vacation and Sick Accrual While on Leave**

- a. All Full-Time employees who are actively at work or on paid leave, such as vacation leave, sick leave or bereavement leave, will continue to accrue paid leave benefits provided by BSOOB Transit.
- b. Employees on unpaid leave are not entitled to continue accruing paid-leave benefits. This includes employees who are receiving income replacement benefits from a source other than BSOOB Transit payroll such as short-term disability or workers' compensation insurance.
- c. Employees on unpaid military leave of absence and unpaid leave under the Family and Medical Leave Act (FMLA) are also not eligible for accruals of paid leave.

# **ARTICLE 11 . LEAVES OF ABSENCE**

1. LEAVE FOR GOOD AND SUFFICIENT REASON - Leaves of absence without pay for good and sufficient cause may be granted to employees for a period not to exceed ninety (90) days, unless impracticable. Employees desiring leave shall apply in writing to Management for approval. Employees shall be notified of management's decision on the request for leave of absence within five (5) business days of the request.
2. UNPAID LEAVE OF ABSENCE - Employees granted an unpaid leave of absence shall not be entitled to accumulation or payment of fringe benefits while on leave.

3. **FAILURE TO REPORT** – Employees who do not report at the conclusion of an approved leave of absence, or fail to submit a leave of absence request shall be considered for termination.
4. **MAXIMUM DURATION OF CONSECUTIVE LEAVE** – No employee shall be granted four (4) consecutive ninety (90) day periods of leave.
5. **SENIORITY / BENEFITS** - Any employee granted leave under this provision shall have their seniority protected and maintained, and their service requirements for provisions of accumulative benefits preserved.

**EXEMPTIONS** – Any leaves paid or unpaid covered by Federal, State, or Municipal acts or laws are not intended to be covered under this article.

## **ARTICLE 12. DEFERRED COMPENSATION PLAN / RETIREMENT PLAN**

Employer shall provide a contribution of 4% the employee's weekly wages to a 457 deferred compensation plan effective July 1<sup>st</sup>, 2024. Effective July 1<sup>st</sup>, 2025, the employer contribution will increase to 4.5%. Effective July 1<sup>st</sup>, 2026, the employer contribution will increase to 5%.

## **ARTICLE 13. VOLUNTARY LIFE INSURANCE**

Active employees represented by ATU Local 714 shall be permitted to purchase supplemental life insurance coverage at their own expense through payroll deduction. The supplemental plan shall be strictly voluntary and provided through an administrator and underwriter selected by the Union.

## **ARTICLE 14. DISCIPLINE**

Policy:

Discipline shall be determined by the Departmental Manager/Director (or designee). As a general rule, progressive discipline shall be applied; Transit maintains the right to skip or repeat steps depending upon the severity of the infraction. All levels of progressive discipline with the exception of discharge, shall include counseling.

Violations shall be on separate tracks; i.e., attendance, preventable accidents and other violations.

### **Attendance Violations – Unexcused Absences, Late Report and Misses**

Discipline will not be issued for excused absences, which include but are not limited to the following: Paid Sick Leave, Unpaid Documented Sick Leave, Worker's Compensation, Bereavement Leave Days, Approved PTO, Union Business, Jury Duty, Approved LOA, Military Duty and/or FMLA.

Unexcused absences of one or more consecutive workdays shall count as one absence or occurrence.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1<sup>st</sup> Occurrence: Notification of the occurrence
- 2<sup>nd</sup> Occurrence: Notification of the occurrence

- 3rd Occurrence: Counseling
- 4th Occurrence: Written Warning
- 5<sup>th</sup> Occurrence: Written Warning
- 6<sup>th</sup> Occurrence: One (1) Day Suspension (unpaid).
- 7<sup>th</sup> Occurrence: Three-Day Suspension (unpaid) Final Warning.
- 8th Occurrence: Subject to Discharge

A late report is defined as reporting for work past one's scheduled report time or failing to notify the dispatcher of expected lateness prior to scheduled report time. Employees who are late may be used to perform other work before returning to their job.

### **Preventable Accidents**

Discipline will not be issued for non-preventable accidents.

For purposes of discipline, the “look back” period shall be a rolling Twenty-Four (24) month time frame. Employees shall be subject to the following progression; however, steps may be skipped or repeated, depending upon the severity of the accident.

- 1st Preventable Accident: Notification of 1<sup>st</sup> Occurrence and Verbal Warning
- 2<sup>nd</sup> Preventable Accident: Notification of 2<sup>nd</sup> Occurrence and Written Warning and Retraining as determined by the Company
- 3<sup>rd</sup> Preventable Accident: Notification of 3<sup>rd</sup> Occurrence and One (1) Day unpaid Suspension and retraining
- 4<sup>th</sup> Preventable Accident: Notification of 4<sup>th</sup> Occurrence and Three (3) Day unpaid Suspension and retraining
- 5<sup>th</sup> Preventable Accident: Notification of 5<sup>th</sup> Occurrence and Subject to Discharge.

Retraining during suspension shall be paid at the regular rate of pay.

All minor accidents, such as a mirror, tire, or hanging branches, shall not be subject to discipline.

### **Other Violations**

Violations of the Transit’s policies and procedures, legal statutes and general workplace principles shall subject the employee to progressive discipline; however, steps may be skipped or repeated, depending upon the severity of the violation.

For the purposes of discipline for “other violations”, the “look back” period for any related and/or “likeminded” occurrence shall be a rolling twelve (12) month time frame and thirty (30) months for any violation that leads to a final warning. Employees shall be subject to the following progression:

- 1st Occurrence: Notification of 1<sup>st</sup> Occurrence and Documented Verbal Warning
- 2<sup>nd</sup> Occurrence: Notification of 2<sup>nd</sup> Occurrence and Written Warning for related occurrence
- 3<sup>rd</sup> Occurrence: Notification of 3<sup>rd</sup> Occurrence and One (1) Day Suspension (unpaid) and Counseling for related occurrence
- 4<sup>th</sup> Occurrence: Notification of 4<sup>th</sup> Occurrence and Two (2) Day Suspension (unpaid), Counseling and Final Written Warning for related occurrence
- 5<sup>th</sup> Occurrence: Notification of 5<sup>th</sup> Occurrence and Subject to Discharge

## **ARTICLE 15. GRIEVANCE / ARBITRATION PROCEDURE**

### **A. General**

1. This Grievance Procedure shall apply to all disputes arising between the Union and Transit, whether any such dispute occurs as the result of a complaint by an individual member of the Union or a complaint by the Union itself.

A grievance must be filed within 15 business days from the date on which an incident occurred which gave rise to the grievance, by an individual member of the Union, or the date on which the grievant became aware, or should have been aware, of such incident.

In the event that the Union is filing the grievance, such grievance must be filed within 15 business days from the date on which the incident occurred which gave rise to the grievance or the date on which the Union became aware or should have been aware of the incident or occurrence.

2. An employee will not be discharged or otherwise disciplined, nor will any adverse entries be made on said employee's service record without just cause. In each case where disciplinary action or where adverse entries on an employee's service record are being contemplated, the employee will be given a written statement of the precise charge or charges, or adverse entries. Such written statement shall be furnished to the employee prior to the commencement of any discipline or the making of any adverse entry on the employee's service record and will simultaneously be furnished to the Union.

After a full investigation, the employee shall be notified in writing of the decision whether to discipline, or to make other entries on the employee's service record and, if discipline is to be imposed, such discipline shall be set forth in said notice.

3. Decision of any discipline to be imposed shall be provided to the employee, with simultaneous copy to the Union, within 15 business days from the date on which Transit first obtains knowledge of an incident or an act, which forms the basis of a charge or charges. Upon written notification to the Union, such period shall be extended to 30 calendar days.

## **B. Processing of Grievances and Complaints**

1. All disputes, disciplinary actions, and adverse entries in the employee's service record may be the subject of a grievance progressed by authorized Union representatives in the following steps:

### **Informal Grievance Meeting**

Opting for an "Informal Grievance Meeting" is a voluntary decision by the Grievant, which must be requested within 10 business days of the event giving rise to the grievance.

Outcomes regarding decisions, agreements, or settlements which are reached as a result of the "Informal Grievance Meeting" shall be prohibited from setting any precedence and may only be used in future cases regarding the Employee who had opted for the "Informal Grievance Meeting".

An "Informal Grievance Meeting" shall be attended by a designee from Transit determined by the Executive Director, a designee from the Union determined by the President of the Union, and the Grievant.

Should the parties be unable to resolve the dispute raised in the "Informal Grievance Meeting", a written grievance may be filed at Step 1 of the grievance procedure within 10 business days from the date of the decision.

### **Step 1. – *Initial Grievance***

Whenever disciplinary action or a dispute between the parties, has been imposed or approved in whole or in part as described in this Article, or whenever any other dispute has not been so resolved, the grievance may

be progressed to any higher level, provided however, that the initial grievance or its advance to the higher level of supervision is filed within 15 business days from the date on which the employee receives notice of the disciplinary action or approval thereof. The Department Head or designee, with whom a grievance is taken up under Step 1, shall advise the Union in writing and the employee Grievant, if any, of the decision within 15 business days ("business days," as used here and hereinafter in this Article, means Monday through Friday, exclusive of holidays), from the date the matter is submitted to such Supervisor.

**Step 2. - *Grievance Advancement***

Whenever disciplinary action or a dispute between the parties, has been upheld or approved in whole or in part, or when any other dispute has not been resolved in Step 1 of this grievance procedure, provided, however, that such action is taken within 15 business days from the date the Union receives notice of the action of Transit in Step 1. Within 10 business days from the receipt by Transit, of a notice, in writing, which shall set forth the name, employee number, location, date, approximate time and type of grievance, the Executive Director or designee shall meet with the Union representatives to discuss the grievance. The Executive Director or designee shall advise the Union in writing and the employee Grievant, if any, of the decision within 15 business days from the date of such meeting.

**Step 3. - *Grievance Arbitration***

Whenever disciplinary action or a dispute between the parties, has been upheld or approved in whole or in part in Step 2, or when any other dispute has not been resolved in Step 2, the grievance may be progressed by written notice to Transit to arbitration. The grievance shall then be submitted to final and binding arbitration, in accordance with the provisions of this Article, upon the written demand of the Union filed within 45 calendar days after the receipt of the decision to uphold or approve the dispute in Step 2.

1. Any time limit herein set forth may be extended by mutual consent in writing. Absent such extension, the failure by any Party to observe the time limits set forth shall constitute agreement with the last stated position of the other Party and the grievance shall be deemed final and settled in accordance with that position.
2. In the event that the Executive Director notifies an employee, in writing, to be present at that office for an interview, the employee shall report as directed and, if the employee so desires, may be accompanied by a Union Official designated by the Union.
3. After the filing of any grievance involving discipline, and upon written request from the Union, the Employer shall provide all information it relied upon in reaching the decision to discipline. Such information shall be provided without delay, and without cost to the Union. In the event the Union has filed a "contract interpretation" grievance, such requested specific information shall be provided as is necessary for the Union to argue its affirmative case.
4. It is understood that the parties shall share equally in the cost associated with the Arbitrators cost and fees. In the event one party or the other shall desire to employ the services of a stenographer, such party shall pay for the cost of the stenographer. The opposing party shall have a right to a copy of the transcript, only in the event that the transcript is to be referred to post hearing.
5. Any confidential information either provided to the Union or resulting from processes and procedure described herein shall remain confidential. Such documents or information will be designated as confidential by Transit.



## **ARTICLE 16. SENIORITY / RATING LIST**

1. Transit shall post a list in each department, station and sub-station giving the seniority rating of each employee in that department. The seniority rating list shall be corrected each time an employee is hired or leaves the service.
2. In all positions where the minimum qualifications established by Transit are met, seniority shall govern. This shall include, but not be limited to, vacations, holiday work, days off, work selection, overtime assignments.

## **ARTICLE 17. PAY FOR UNION BUSINESS**

Whenever the company requires a union official employed by the company to be present for a hearing or any other matters relating to the union and the company, such lost time shall be paid by the company.

## **ARTICLE 18. EMPLOYEES CALLED TO CLAIM SECTION OR COURT**

All employees called to appear before a Court or other judicial body on Transit business shall be paid their regular hourly rate. In all cases where employees are taken from their work to which they have been assigned to go to appear before a Court or other judicial body, they shall not receive less pay within the time of their original assignment or run than they would have received had they not been taken from it.

## **ARTICLE 19. LEGAL SERVICES**

Whenever a Union member is named as a defendant in any action arising out of the performance of said member's duties and, while acting within the scope of employment, Transit shall provide counsel to represent such member to a final determination of the action, without cost to the member, provided, however, that the Union member, during the pendency of such action, shall not have been discharged or otherwise have terminated employment with Transit. In the event of such discharge or withdrawal from Transit employment, Transit shall no longer be obligated to furnish the member legal services. The selection of counsel to represent the Union members shall be determined by Transit, provided, however, the Union member shall have the right at any time to designate personal counsel, but solely at said member's own expense.

## **ARTICLE 20. FREE TRANSPORTATION**

All employees and immediate family members of Transit in the bargaining unit will be given free transportation on the lines of Transit. In order to receive free transit, immediate family members will be required to show proof of company issued fare media, which will be provided by Transit. Immediate family riders will be required to adhere to the general customer code of conduct.

## **ARTICLE 21. HOLIDAYS**

1. Full-Time employees shall be granted holiday pay for the following days, Transit reserves the right to determine service levels on any given holiday. Full-Time bus operators will be paid eight hours holiday pay and for time worked for each holiday.

New Year's Day  
Martin Luther King Day  
Presidents Day  
Patriots Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day

2. Full-Time Employees not required to work on a paid holiday will receive eight (8) hours pay at straight time hourly rate. Employees who normally work a 4 day/9-10 hour per day schedule will be paid holiday pay equal to their regular schedule.
3. Employees who work a paid holiday will receive time and a half (1 ½) for all time worked on said holiday in addition to their "holiday pay".
4. Employees, who are out of work and receiving benefit payments from the parties short-term or long-term disability plans or collecting workers' compensation payments, shall not be entitled to holiday pay during such compensated period.

## **ARTICLE 22. SERVICE SUSPENSION DUE TO EMERGENCY**

1. In the event the Company suspends the full service network due to an emergency related to weather, an act of terrorism, or other critical events, all scheduled employees will be paid the equivalent of their regular scheduled pay for that day.
2. In the event the Company must reduce or partially suspend services due to emergency or closure, weather, act of terrorism, power outage or any other emergency, employees who voluntarily elect to staying home shall not receive pay for that day. However, employees shall have the option of using paid leave for that day.
3. Service Curtailment: For a qualifying event, an employee shall receive their regular scheduled pay for that day, pay or for all hours worked, whichever is greater, at their applicable rate, if the employee reports to work and remains on duty unless excused by the employer. A qualifying event occurs if the employer curtails transit service because of:
  - a. Inclement weather;
  - b. Natural disaster; or
  - c. Other conditions, outside of the employer's control, preventing the employee from performing their duties.

## **ARTICLE 23. FOOTWEAR ALLOWANCE**

1. BSOOB Transit will provide an allowance of \$150.00 per year to all full-Time Maintenance and Operations staff for the purchase of approved safety footwear. Safety shoes must be worn at all times while on duty. Each employee who receives a shoe allowance must have purchased safety footwear within the first ninety (90) calendar days of the beginning of each contract year or on the date of hire for new employees.

## **ARTICLE 24. PAY FOR PHYSICAL EXAMINATIONS**

An employee covered by this Agreement shall be paid their applicable rate of pay (overtime or straight time consistent with the base hourly rate) for time for any physical examinations or fit for duty exam required by Transit or required for the purposes of maintaining licenses or endorsements.

Further, employees shall be compensated at the applicable rate of pay (overtime or straight- time consistent with the base hourly rate) for all time lost in taking drug tests which produce a negative result.

## **ARTICLE 25. TIME SLIPS AND PAY DAY**

1. Each employee shall turn in, at the end of his/her day's work, an accurate time clock entry, along with delay slips, when applicable, showing the actual time of his/her work, regular, special, extra, and delay time, reason for the delay, and the nature of all extra work.
2. Pay day shall be on Thursdays except in a week where it may not be possible due to a holiday, in such a case payday shall be on the Wednesday before the Thursday holiday.

## **ARTICLE 26. JURY DUTY**

Employees must inform their supervisor as soon as is practicable if they are called to jury duty and should provide Transit with documentation received from the court, if so required. Transit may request a record of jury attendance and time served for each day. An employee covered by this Agreement who is required to perform jury duty during the employee's regular workday will be granted leave of absence with full pay and credit for hours worked. Such pay shall be the same as if the employee had worked in accordance with the employee's regular schedule for such day.

## **ARTICLE 27. NO DISCRIMINATION**

Transit and the Union agree to not discriminate based upon race, ethnicity, color religion, sex, sexual orientation, transgender status, gender expression, national origin, citizenship status, age, disability, marital status, genetic information, veteran's status or membership or non-membership in the Union, or any other protected class designated by state or federal law.

## **ARTICLE 28. LICENSE AND CERTIFICATION REIMBURSEMENT**

Any professional license and certifications required by any unit member's job classification shall be provided full reimbursement after showing appropriate documentation.

## **ARTICLE 29. PART-TIME EMPLOYEES**

1. All Part-Time employees shall receive benefits outlined in this section, unless stated in this section, part-time employees shall not be eligible for benefits outlined in this agreement.
2. All Part-Time employees shall receive the wage compensation rates as outlined for full-time employees.
3. All Part-Time employees shall receive "Holiday Pay" for any holiday that the part-time employee actually works. Such Holiday Pay shall be in addition to the hourly wage rates paid for that day's work.
4. Holiday pay for a part-time employee shall be 8 hours at their wage rate.
5. Any Part-Time employee who has worked more than 140 hours during any rolling 30-day period, for more than 4 such periods in any 180-day period, may be eligible to be a full-time position, following such period. The Company and the Union shall meet whenever such circumstance occurs in an effort to determine the reason or reasons for such scheduling, and to further determine if such employee shall become full-time, or if a full-time position shall be advertised. If the parties are unable to reach consensus regarding such a matter, it shall be put before an arbitrator for a final and binding decision.
6. It is the intention of the Company to employ as many full-time employees as possible. Part-time employees are intended to be employed for the purposes of obtaining identifiable efficiencies, while maintaining a viable and consistent full-time workforce.

## **ARTICLE 30. OPERATOR UNIFORMS**

1. Operator uniforms will consist of pants/shorts, shirts, and outerwear (pending supplier costs).
2. Uniforms will be secured from a responsible vendor of the company's choices.
3. Accommodations for matters such as fit and form, shall be made if they cannot be accommodated by the selected vendor. Any employee seeking maternity accommodations shall be provided such accommodation of a maternity uniform or the accommodation of personal clothing.
4. Operators must report for duty in the prescribed regulation uniform and must maintain a neat and clean appearance.
5. The company agrees to pay for operator uniforms and maintain a useful quantity for each operator, which includes replacement of half the issued pants/shorts and shirts per year. Outerwear will be replaced every 2-3 years.
6. Part time operators will receive less garments than full time operators.
7. Any employee severing their employment with the agency shall be required to return uniform garments.
8. Uniforms will be provided ready-to-wear to include emblem or patches, as deemed acceptable by the company. A small, single American flag patch and ATU patch are acceptable, and will be provided attached with the garment when requested.

## **ARTICLE 31. SUNDRY REIMBURSEMENT**

1. Bargaining unit members, who are Full-Time Operators, shall be reimbursed up to \$150, annually on July 1<sup>st</sup> of each year for the purchase of sundry items such as: sunglasses, briefcases, watches, shoes, or other items that an operator would use while working for the Company. This excludes uniforms.

## **ARTICLE 32. OPERATOR GENERAL PAY RULES**

1. Unless otherwise stated in the work rules, operators are paid regular rate for all hours up to forty (40) in a pay week, defined as Sunday to Saturday. All hours worked above forty (40) in a pay week shall be paid the standard overtime rate of one and one-half (1.5) of their regular rate.
2. Operators shall be paid for the scheduled duration of any daily run, if a time clock entry exceeds the scheduled duration, the operator shall submit an extra time request for supervisor approval. If a time clock entry is less than the scheduled duration, the operator shall be paid the actual time worked.
3. Full time operators are guaranteed a weekly minimum of 35 hours. If active and available full time operators do not reach the minimum, the company will provide “guarantee pay” (regular rate) to meet the threshold of 35 hours.
4. Regularly scheduled runs that have two or more pieces separated by a split of longer than five (5) hours will be paid for the split time that exceeds the duration of five (5) hours (a.k.a long split rule),

## **ARTICLE 33. OPERATOR GUARANTEE**

1. All full-time operators shall be guaranteed 8.0 hour of paid time for all days worked, except in instances where they have bid tripper pieces or work assignments that have alternative guarantees.

## **ARTICLE 34. OPERATOR RUN AND SPREAD RULES**

1. All operators shall be required to have no less than eight (8) hours off from one scheduled day to the next scheduled day.
2. No operator shall be allowed to voluntarily operate a bus longer than sixteen (16) hours in a scheduled day.
3. No scheduled run shall be developed for the work pick that has more than ten and a half (10.5) hours of platform time (driving time).
4. The company shall have the right to schedule no more than four (4) “commuter runs”, which have outside time (total spread) of no longer fourteen (14) hours.
  - a. Should the company develop more than four commuter runs at any time, the parties shall meet and address the issue given the additional requirement for commuter services.
5. No scheduled run shall have more than one (1) unpaid period.
6. Scheduled non-commuter runs that have two or more pieces separated by a split of longer than three (3) hours will be paid for the split time that exceeds the duration of two and a half (2.5) hours.
  - a. All “commuter runs” will include a spread premium of 15% paid time when exceeding twelve (12) hours, to earn the premium an operator must complete the entire assignment, whether selected or awarded.

7. Any Employee not reporting for a regularly scheduled shift / days work shall be required to use any existing paid time off, other than paid vacation.
8. Full-Time Operators who select or are assigned a piece of work on their weekly pay period first off day ("Day Off #1"), shall be paid at a rate of one and one-half time (1.5x OT) for the hours actually worked for that run.
9. Full-Time Operators who select or are assigned a piece of work on their weekly pay period second off day ("Day Off #2"), having already worked Day Off #1 during that payroll period shall be paid at a rate of double time (2x OT) for the hours actually worked for that run. For Full-Time operators selecting or being assigned to a piece of work on their second day off without working their first day off during that pay period shall be paid at a rate of one and one-half time (1.5x).

## **ARTICLE 35. OPERATOR ATTENDANCE BONUS**

1. Operators who do not exceed one attendance deviation during a work pick shall receive a bonus as defined below. An attendance deviation can be considered a full or partial day of work.
  - a. Full-Time Operators shall receive the equivalent of \$75 per week multiplied by the number of weeks the pilot work pick is scheduled for and implemented.
  - b. Part-Time Operators shall receive the equivalent of \$40 per week multiplied by the number of weeks the pilot work pick is scheduled for and implemented.
  - c. The bonus will be processed as a single payment occurring no more than 3 weeks prior to the conclusion of the pilot work pick.
2. For the purpose of this bonus program, the following shall be considered days worked: full days actually worked, jury duty, union business, military leave, paid bereavement leave, approved and scheduled paid time off, and holidays in which an employee is scheduled off.

## **ARTICLE 36. OPERATOR OPEN WORK ASSIGNMENTS**

### **1. Daily Open Work**

- a. Daily open work is defined as a piece/run/roster spot that does not have an assigned and available operator, and is vacated less than 72 hours before the scheduled piece/run/roster is to report for duty.
- b. All daily open work not assigned to spare board operators shall be bid in seniority order to the on-duty operators for that day. If the work remains open after than bid round, off-duty operators will be contacted in seniority order for the open work.
- c. Off-duty operators will be called/texted or emailed and will be given 10 minutes from the time of call /text or email to bid the open work. If there is no response after 10 minutes, the next operator in seniority will be given the opportunity to bid the work. This process will continue until the open work is covered.
- d. If open work is not covered through the daily work bid, the company retains the right to move and adjust operator assignments, with the condition that operators will not be forced to start work more than one hour before scheduled time or end work more than one hour after scheduled time.
- e. If a relief operator does not report for a shift, or start of shift, the operator working the preceding shift may be required to cover the open work for no more than ninety (90)

minutes or a round trip, whichever is greater, and will be paid the standard OT rate (1.5x) for the time worked covering the opening.

## **2. Advance Notice Open Work**

- a. Advance Notice open work is any scheduled piece/run/roster spot that is vacated more than 72 hours (3 days) before the scheduled piece/run/roster is to report for duty.
  - b. When long term open work is available, the company will post the work at an agreed location with a sign-up sheet that will define the pay, rate, and duration of the open work, along with the deadline for operator sign up. Upon reaching the deadline, the work will be assigned to the operator retaining the highest the seniority.
  - c. All operators are eligible to bid for Advance Notice open work, regardless of their preexisting schedule.
3. Any operator whose run is vacated and awarded, within the terms of the rules stated above, shall when returning to duty, return to the scheduled work which they had previous vacated which gave rise to this scenario, for the duration of the work pick. The operator who had been awarded the vacated work, shall return to their previously selected scheduled work, and so on.

## **ARTICLE 37. MUTUAL SWAP / VOLUNTARY EXCHANGE**

1. For the purpose of this Section, a swap is defined as the voluntary exchange of a scheduled daily shift or weekly roster position between two employees.
2. Infrequent employee requests to temporarily swap shifts or roster position will be approved provided the employees involved in the swap are qualified to perform the duties encompassed in the swapped shift or roster and the swap does not result in a negative impact on operations or an increased cost or conflict with overtime cap compliance procedures. Swaps may not be approved to the extent they undermine the purpose and intent of any other provision of this Agreement.
3. In order to be considered under this Section, employee swap requests must be submitted to the appropriate management official by the involved employees not less than five (5) calendar days in advance of the day (for shift swaps) or start of the work week. Requests submitted less than five (5) calendar days in advance may be approved at the discretion of management.

## **ARTICLE 38. JOINT LABOR/MANAGEMENT COMMITTEE**

There shall be a Joint Labor/Management Committee consisting of a minimum of three members appointed by the Executive Director and a minimum of three members appointed by the President/Business Agent of the Union, to be of an equal number. Committee participants may vary depending on the issues to be discussed. The Committee shall meet on a regular basis, no less than once every other month to discuss issues of concern. The schedule of such meetings to be determined by the Executive Director, after consultation with the President/Business Agent.

Employees appointed to work on such committees shall be compensated for all time worked on the committee, at their applicable rate.

## **ARTICLE 39. RECLASSIFICATION**

In the event Transit adds a new classification represented by the bargaining unit or seeks to increase duties and responsibilities to existing classifications, it shall give the Union at least two weeks' notice prior to implementation of the changes contemplated and an opportunity to negotiate the appropriate wage rate(s) for the classification(s) involved. In the event that the Parties are unable to agree, the issue of the appropriate wage rate shall be submitted to arbitration in accordance with the Grievance Procedure.

## **ARTICLE 40. LAYOFF AND RECALL**

In the event Transit determines to reduce the work force, the layoff and recall of employees in all classifications shall be governed by the following rules and procedures:

1. Layoff shall be in reverse seniority order (and recall in strict seniority order) within the affected classification within the department.
2. An employee subject to layoff or recall shall be given seven days written notice.
3. A laid off employee shall be entitled to recall to the position from which they are laid off for a two-year period following date of layoff.
4. An employee called back to fill a temporary or part-time position, or a position in a classification other than the one last held, may pass up such work in favor of a less senior employee and maintain their position on the recall list. An employee who fails to report to a position in the classification last held will forfeit all rights to further recall. An employee accepting a position other than the one from which they were laid off shall maintain recall rights to the previously held for the three-year recall period from the date of layoff.
5. Recalled employees in order to be eligible for re-employment must continue to meet the minimum job qualifications established by Transit.

## **ARTICLE 41. PROBATIONARY PERIOD**

Employees shall service a probationary period of one hundred and twenty (120) calendar days from the date on which they are hired.

## **ARTICLE 42. TERM OF AGREEMENT**

This Agreement and the individual provisions hereof, which shall become enforceable upon ratification, and shall continue in force and be binding upon Transit and Union until and including June 30, 2027. Either of the Parties hereto desiring a change in any Article(s) of this Agreement shall notify the other Party in writing that it desires a change no sooner than 180 days prior to the expiration and no later than 60 previous to expiration. Such notification shall be in writing.

## **ARTICLE 43. RATIFICATION BONUS**

Full-Time Employees who are on the payroll of the Company at the time of ratification will receive a one-time lump sum payment of one thousand two-hundred fifty (\$1,250.00) dollars. Part-Time Employees who are on the payroll of the Company at the time of the ratification will receive a one-time lump sum payment of four hundred (\$400.00) dollars.



The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, workers compensation, maternity leave or parental leave.

#### **ARTICLE 44. ARBITRATOR SELECTION PROCESS**

When the parties are unable to agree on all desired changes to the agreement during contract negotiations, the parties shall engage in the process as outlined by section 965 of the Maine Public Employees Labor Relations Act. The selection of an arbitrator for both, grievance arbitration, or contract impasse, as outlined in MPELRA, the Parties agree to utilize the services of the American Arbitration Association (AAA).

The cost, if any, of a mediator or arbitrator, exclusive of the expenses of the individual parties, shall be divided equally by the parties and shall be in accordance with a schedule of payments established by the American Arbitration Association. Should either party desire a transcript of any arbitration or impasse proceeding, such costs shall be shared equally between the parties.

#### **ARTICLE 45. STRIKES AND LOCKOUTS**

Neither the Union nor any employee during the life of this Agreement shall engage in, induce, support or encourage any strike, sick out, or work stoppage during the life of this Agreement.

Transit shall not lock out employees during the life of this Agreement.

#### **ARTICLE 46. SEVERABILITY**

Each of the provisions of this Agreement is severable. In the event that one or more terms of the Agreement are found to be unenforceable by any court or other tribunal of competent jurisdiction, the remaining provisions shall continue in full force and effect. Either Party or both may propose a provision to replace that which has been found unenforceable and should the parties fail to reach agreement on a replacement provision, the impasse shall be resolved through arbitration in accordance with the process set forth in this agreement (Article 44).