

AGREEMENT

AMALGAMATED TRANSIT UNION

LOCAL NO. 1293

Effective August 19, 2010

Through

August 31, 2012

INDEX

GENERAL PROVISIONS

ARTICLE 1.	DEFINITIONS	1
ARTICLE 2.	RECOGNITION, MANAGEMENT, EMPLOYEE COOPERATION	3
ARTICLE 3.	NEGOTIATIONS AND UNION BUSINESS	6
ARTICLE 4.	DEDUCTION OF MEMBERSHIP DUES	7
ARTICLE 5.	PROBATIONARY PERIOD	9
ARTICLE 6.	NON-DISCRIMINATION	9
ARTICLE 7.	DISCIPLINE OF EMPLOYEES	10
ARTICLE 8.	GRIEVANCE AND ARBITRATION PROCEDURE	13
ARTICLE 9.	NO STRIKE-NO LOCKOUT	16
ARTICLE 10.	SENIORITY	16
ARTICLE 11.	REDUCTION IN PERSONNEL - REEMPLOYMENT	18
ARTICLE 12.	ACCIDENT PREVENTION	19
ARTICLE 13.	ACCIDENT AND UNUSUAL OCCURRENCE REPORTS	20
ARTICLE 14.	LEAVES OF ABSENCE	21
ARTICLE 15.	SICK LEAVE	23
ARTICLE 16.	VACATIONS	25
ARTICLE 17.	HOLIDAY PAY	28
ARTICLE 18.	FUNERAL LEAVE	29
ARTICLE 19.	INJURY LEAVE WITH PAY	29
ARTICLE 20.	JURY SERVICE	30
ARTICLE 21.	PHYSICAL EXAMINATIONS	31
ARTICLE 22.	FREE TRANSPORTATION	32

PROVISIONS RELATING TO BUS OPERATORS

ARTICLE 23.	WAGE RATE AND CLASSIFICATION — OPERATORS	33
ARTICLE 24.	OVERTIME	34
ARTICLE 25.	TIME ALLOWANCES	35
ARTICLE 26.	MINIMUM PAY FOR EXTRA WORK	35
ARTICLE 27.	RUNS, WORK DAY AND DAYS OFF	36
ARTICLE 28.	ASSIGNMENT OF RUNS	37
ARTICLE 29.	LAYOFFS	39

ARTICLE 30.	EXTRA BOARD	40
ARTICLE 31.	MISS OUTS	41
ARTICLE 32.	PART-TIME OPERATORS	42
ARTICLE 33.	UNIFORMS	44
ARTICLE 34.	FELONIOUS ASSAULT INSURANCE	44

PROVISIONS RELATING TO MAINTENANCE EMPLOYEES

ARTICLE 35.	DEFINITIONS	45
ARTICLE 36.	WAGE RATES AND CLASSIFICATIONS — MAINTENANCE	47
ARTICLE 37.	OVERTIME	49
ARTICLE 38.	WORK DAY AND DAYS OFF	50
ARTICLE 39.	ASSIGNMENT OF WORK	51
ARTICLE 40.	EQUIPMENT	52

GENERAL CONCLUDING AGREEMENTS

ARTICLE 41.	APPLICABLE LAWS, STATUTES, ETC.	54
ARTICLE 42.	WAIVERS	54
ARTICLE 43.	PRIOR AGREEMENTS	54
ARTICLE 44.	NOTICES	55
ARTICLE 45.	PRODUCTIVITY	55
ARTICLE 46.	HEALTH CARE AND INSURANCE	56
ARTICLE 47.	PENSION	57
ARTICLE 48.	DRUG AND ALCOHOL TESTING AND CONTINUUM EMPLOYEE ASSISTANCE	57
ARTICLE 49.	DURATION OF AGREEMENT	58

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, and LOCAL NO. 1293 of the AMALGAMATED TRANSIT UNION.

WITNESSETH:

That the parties hereto contract and agree as follows:

GENERAL PROVISIONS

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement, the following words, terms and phrases shall be construed in accordance with definitions assigned to them below unless the context in which the same shall be used would otherwise necessarily require a different definition.

- A. TRANSIT UNION shall mean Local No. 1293 of the Amalgamated Transit Union.
- B. CITY shall mean City of Lincoln, Nebraska, StarTran Division.
- C. EMPLOYEE shall mean any employee of StarTran Division, City of Lincoln, Nebraska, including and limited to Bus Operator, Apprentice Mechanic, Journey Mechanic, Bus Service Worker, Bus Cleaner, and Part Time Operator.
- D. MANAGER shall mean the Transit Manager or his authorized and designated representative.
- E. REGULAR OPERATOR shall mean one who bids and operates a regularly scheduled run that is scheduled a minimum of five days each week.
- F. EXTRA OPERATOR shall be an operator who does not or cannot bid a regular run.
- G. The masculine pronoun, wherever used herein, shall include the feminine pronoun.
- H. All other words, terms or phrases shall be construed in their ordinary and customary meanings.
- I. REGULAR EMPLOYEE. The term regular employee shall mean an employee who has been appointed to a position in the classified service after successful completion of a probationary period.
- J. IMMEDIATE FAMILY is defined to be husband, wife, child, step child, father, mother, step father, step mother, sister, brother, step sister, step brother, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandparent, grandparents-in-law, grandchild and step grandchild. Immediate family will also include any other family member, whether it be by blood, marriage, legal adoption, or foster children, residing in the household.

- K. EMERGENCY. An emergency shall mean those circumstances in which the City or any part thereof is suffering or is in imminent danger of suffering from a natural disaster or other event, including floods, tornadoes, or other occurrences which will seriously and substantially endanger the health, safety, welfare or property of the citizens of the City of Lincoln as determined by the Department Head or the Mayor.

ARTICLE 2

RECOGNITION, MANAGEMENT, EMPLOYEE COOPERATION

Section 1. The City recognizes the right of the operating and maintenance employees of the StarTran Division to bargain collectively through representatives of their own choice, and recognizes the Amalgamated Transit Union Local 1293 as the exclusive bargaining representative of all its employees covered by this Agreement. Jurisdiction of the Transit Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage section of this Agreement.

Section 2. A. The City shall exercise the right to set its policies; to manage its bus transit operations in the light of experience, good business judgment, and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of employees it will retain in its services at any time; and to make reasonable rules and regulations governing the operation of its business and the conduct of its employees.

B. The Union acknowledges the concept of inherent management rights. These rights, powers, and authority of the City include, but are not limited to the following:

1. The right to determine, effectuate, and implement the objectives and goals of the City.
2. The right to manage and supervise all operations and functions of the City.
3. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations and work shifts, so long as changes in days off, shifts, and working hours, other than in emergencies, which shall include but not be limited to, unplanned absences, are made only after the order for such change has been posted for fourteen (14) calendar days; except in instances which affect a single work crew or a single employee, the City will make a good faith attempt to deliver such notice.
4. The right to establish, modify, change, and discontinue work standards.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees, and the right to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
6. The right to increase, reduce, change, modify, and otherwise alter the composition and size of the work force.

7. The right to determine, establish, set, and implement policies for selection, training, and promotion of employees.
8. The right to create, establish, change, modify, and discontinue any City function, operation, or department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel.
10. The right to adopt, modify, change, enforce, or discontinue existing rules, regulations, procedures, and policies not in conflict with any provisions of this Agreement.
11. The right to determine and enforce employees' quality and quantity standards.
12. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving bargaining unit employees of benefits under this Agreement.

The City shall have these rights as long as none of these rights are in conflict with any provisions of this Agreement or federal, state and municipal statutes, laws or ordinances.

The Union will receive copies of notices involving changes affecting the employees.

Section 3. The employees shall work at all times to the best interest of the City; they shall perform efficient service in their work; they shall operate and handle the City's vehicles carefully and with utmost regard to the safety of the passengers, the general public, and the equipment; they shall operate and handle the City's vehicles at all times in full compliance with the rules of the City, City ordinances and state laws; and they shall give the riding public courteous and respectful treatment at all times, to the end that the City's service may improve and grow. No employee shall accept employment with another employer that interferes with his employment with the City.

Management personnel including supervisors shall not perform bus operator work that would deal with public contact except as defined below:

- A. Demonstrating to and/or training of employees, and:
- B. Emergencies where the employees are not available. Shall not be used to avoid calling employees to perform the work where conditions permit, i.e. ½ hour or less.
- C. Maintenance personnel shall only operate StarTran vehicles in regards to Maintenance operations, and:

D. In other situations with the consent of the Union.

Section 4. The City shall pay one half (½) the cost for all employees to receive a copy of the contract.

Section 5. There shall be a meeting that shall take place on the first Tuesday of each month, following the Union meeting. During the month of December the Union President shall provide the Manager a calendar identifying the dates of the succeeding year Union meetings. The meeting shall be scheduled at a time that will not interfere with the normal working schedule of the President, Vice President or Shop Steward of the Union; however, if the Manager requests that the meeting be scheduled during the scheduled hours of the President, Vice President or Shop Steward, the City will pay all loss of time. The meeting shall be between the Manager, Operations Superintendent, Union President, Union Vice President and Shop Steward to address concerns of the Union or Management. This scheduled monthly meeting may be cancelled by mutual agreement or by either party for a valid reason.

Section 6. The City shall provide locking bulletin boards placed in conspicuous locations in the Operator's Ready Room, Shop area and the Employees Lounge for the exclusive use of the Union for communication to its members.

The City shall be held harmless against all claims for liability or damages which may arise from any communication posted by the Union on the Union Bulletin Boards.

ARTICLE 3

NEGOTIATIONS AND UNION BUSINESS

Section 1. It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of the City and the regularly elected officers of the Transit Union or a duly accredited committee thereof, composed of employees of the City, and at their option with or without the assistance of an International Representative of the Amalgamated Transit Union and/or legal counsel.

Section 2. The Transit Union agrees to furnish the City with an up-to-date list of all its officers and committee members, and to immediately notify the City of any and all changes thereto. The City agrees to furnish the Transit Union with an up-to-date list of all its local representatives, and to immediately notify the Transit Union of any and all changes thereto.

Section 3. During contract negotiation sessions, City first line supervisors shall be available on an "as needed" basis for further clarification of any particular point or subject brought forward.

Section 4. For the purpose of contract negotiation meetings with the City of Lincoln, the City will pay loss of time, no limit, for four (4) members of the negotiating team. The Union will assume the loss of time for any additional representatives.

Section 5. The ATU president or his designated representative will be granted a maximum of one hundred forty (140) hours paid time per contract year for the purpose of representing members of the bargaining unit during grievances, disciplinary hearings or other administrative conferences. The parties further agree that this is not a cap on unpaid time for Union business. The parties also agree that these hours are not to be used for negotiations.

Section 6. On StarTran Division committees, the Transit Union will have pro rata distribution of representation to all other Unions participating in the committee. The President or his designee will provide the names of members to represent the Transit Union. The Transit Union is solely responsible for the selection of its members.

Section 7. The parties agree to establish a Labor/Management Committee. To accomplish this, the parties agree to utilize the services of FMCS for training in the labor/management committee process. As part of this process, the parties will develop guidelines and procedures for the committee to follow.

ARTICLE 4

DEDUCTION OF MEMBERSHIP DUES

Section 1. The City agrees to deduct the regular monthly membership dues and COPE checkoff (minimum \$1.00 monthly) of the Transit Union from the pay of the Transit Union members on the first pay period of each month and remit same to the Financial Secretary of the Transit Union within ten (10) days after the date of their deduction, provided such members individually and voluntarily authorize and request the City in writing to make such deductions. Such authorization and request shall also authorize the City to base the deductions on a list to be furnished to it each month by the Financial Secretary of the Transit Union showing the names of the members and the amounts of the regular monthly membership dues to be deducted from the pay of each member. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City. Whenever such list indicates that the amount of the membership dues has been changed, it shall be accompanied by a certificate of the Financial Secretary of the Transit Union that such change in the amount of membership dues has been brought about in accordance with the Constitution and By-Laws of the Transit Union.

Section 2. The individual authorizations for the deduction of regular monthly membership dues shall be worded as follows:

AUTHORIZATION FOR DEDUCTION OF TRANSIT UNION MEMBERSHIP DUES

I, _____, the undersigned employee of the CITY OF LINCOLN, NEBRASKA, StarTran Division, do hereby individually and voluntarily authorize and request the said City to deduct current monthly membership dues of Local Union No. 1293 of the AMALGAMATED TRANSIT UNION from any wages due to me during the first pay period of each month. I further authorize the said City to base its deductions on a list furnished to it each month by the Financial Secretary of said Local Union No. 1293, AMALGAMATED TRANSIT UNION, showing the current monthly membership dues to be deducted from the wages of each of its members. Whenever such list indicates that the amount of the membership dues has been changed, it must be accompanied by a certificate of the Financial Secretary of said StarTran Division that such change in the amount of membership dues has been brought about in accordance with the Constitution and By-Laws of said Local No. 1293. All sums so deducted are to be transmitted by the City to the Financial Secretary of said Local Union No. 1293 within ten (10) days after the date of their deduction.

Dated this _____ day of _____, 20____.

Employee

Section 3. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 4. If the City receives an employee revocation of authorization no later than two weeks prior to the first payday of each month, no deduction will be made from the payroll period or subsequent payroll periods. Revocations received too late for this handling will then only effect subsequent payroll periods.

Section 5. The City agrees to provide this service without charge to the Transit Union.

Section 6. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for any employee whose authorization has been received no later than two (2) weeks prior to the payday in which such dues are normally deducted, the City shall make that deduction from the employee's next pay period in which Transit Union dues are normally deducted, after written notification by the Transit Union to the City of its error. If the City makes an overpayment to the Transit Union, the City will deduct that amount from the next remittance to the Transit Union. If the City inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Transit Union agrees to refund said deduction to the affected employees. The Transit Union further agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5

PROBATIONARY PERIOD

All new employees coming within the scope of this Agreement shall be on probation for a period of one hundred eighty (180) days from the date of hire and shall include sixty (60) day trainee period. The probationary period shall constitute a trial period during which the City is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During such probationary period, the City may discharge the employee at any time and its right to do so shall not be questioned by the Transit Union. The Transit Union shall not assert or present any grievance on behalf of any such new employee because of any matter or occurrence whatsoever falling within such probationary period.

ARTICLE 6

NON-DISCRIMINATION

Neither the City nor the Union will discriminate against any person because of age, sex, race, creed, color, disability or national origin. Neither shall there be a discrimination by either the City or the Union in favor of or against any individual by reason of membership or non-membership in the Union or any other labor organization.

ARTICLE 7

DISCIPLINE OF EMPLOYEES

Section 1. Any action or behavior which reflects discredit upon the City or is a direct hindrance to the effective performance of the City's municipal governmental and proprietary functions may be considered good cause for disciplinary action against an employee and such actions or behavior which may be considered good cause for disciplinary action shall include, but not be limited to the following:

- A. Habitual use of intoxicating beverages to excess or the use of narcotics.
- B. Being adjudged guilty of a felony or a misdemeanor involving moral turpitude or disgraceful conduct.
- C. Taking intoxicating beverages, or being intoxicated, while on duty.
- D. Engaging in improper political activity as defined in Article IXA, Section 8, of the Charter of the City of Lincoln, Nebraska.
- E. Offensive conduct or language toward the public or toward City officers or employees.
- F. Lacking either mental or physical competence to perform assigned duties.
- G. Damaging or being negligent in the care and handling of City property.
- H. Violating any lawful and reasonable regulations or directives made or given by a superior.
- I. Inducing or attempting to induce any officer or employee in the City service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order, or participating therein.
- J. Using or attempting to use personal or political influence or bribery to secure an advantage in an examination or promotion, leave of absence, transfer, change of grade, pay or character of work.
- K. Failing to pay just debts due or owing or failing to make reasonable provisions for future payment of such debts, thereby causing annoyance to officials of the City, or embarrassment to the City.
- L. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Department Head. In the absence of such disciplinary action, any employee who absents himself for three or more continuous days without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.
- M. Repeated violations of State laws or City ordinances relating to the operation of a motor vehicle or a bus.
- N. The employee has failed to maintain a satisfactory attendance record whereby a pattern of excessive sick leave and unexcused leaves of absence has been established.

- O. Intentionally falsifying and/or theft of official records and/or statement/property.

Section 2. The Director of Public Works/Utilities may suspend or discharge any employee for cause or suspend any employee for investigation of any accident, incident, or other occurrence after having orally informed such employee, and then confirmed in writing, the reason(s) for such suspension or discharge, the duration of the suspension, and/or the effective date of the discharge. Except as otherwise provided in Section 3 below, any employee who has been so suspended or discharged shall have the right to have his case taken up in accordance with the procedures hereinafter provided in Article 8. If it is found during Steps 1 or 2 of the grievance procedure that there was not cause for the suspension or discharge, such employee shall be reinstated and paid for all time lost through such suspension or discharge at his regular straight time hourly rate of pay, or paid such other amount as may appear to be just. Any suspension or discharge arising from the provisions of Article 31 need not be done in writing.

Section 3. If an employee is charged with an offense involving the mishandling of fares or the misappropriation of City funds or property, intentional falsification or theft of official records or statements, immorality or drunkenness, neither such charge nor the discipline meted out in connection therewith shall be subject to the grievance and arbitration procedures provided for in this Agreement unless the grievance or demand for arbitration in such cases be accompanied by a document signed by the employee involved authorizing the City to disclose any and all facts and information pertaining to the case and releasing the City from any and all liability therefor.

Section 4. When an employee is notified to come to the office to explain the reason or reasons for any complaint, incident or accident, the employee shall make himself available with representation, if so desired, within forty-eight (48) hours (Saturday, Sunday, holidays, days off excluded). The record of complaint and employee explanation will be made a part of the personnel record only after such meeting. Management must notify the employee within ten (10) working days of receipt of the complaint. Failure by Management to do so will render said complaint void.

Section 5. In considering disciplinary action, Management will take into account the twelve calendar months prior to the month in which the incident occurred in the employee's record.

Section 6. Written reprimands and rebuttals or explanations thereof shall be removed from an employee's personnel file, including such files within a Department, one (1) year after the filing. All reprimands and rebuttals or explanations will be forwarded to the Personnel Department for inclusion into the employee's permanent record.

Section 7. No discussion or investigation of anything involving possible disciplinary action shall be over the system radio. Telephone investigations will be for information purposes only and at the option of the employee; however, if the employee is called, the employee will be paid for the actual time spent on the telephone.

Section 8. The Union shall receive a written notice of pre-disciplinary hearings or meetings to be held. This notice shall be provided to the Union at least twenty-four (24) hours prior to the hearing or meeting. The Union agrees to maintain the confidentiality of the subject matter in the notification letter.

Section 9. The steps of disciplinary action which may be taken depending upon the severity of the conduct for which discipline is proposed shall be: 1) written warning; 2) written reprimand; 3) suspension without pay; and 4) termination of employment.

A Department Head may suspend, demote, or dismiss an employee for just cause. Just cause shall be defined as a cause which a reasonable employer, acting in good faith, would regard as good and sufficient reason for the level of discipline issued against the employee for the infraction that led to the disciplinary action, as distinguished from arbitrary whim or caprice.

Section 10. No video of an individual employee will be viewed for more than two (2) consecutive trips per week except when necessary to investigate complaints, alleged criminal activity, possible litigation, or compliance with ADA regulations. If a video recording is to be used in a pre-disciplinary hearing, the contents of the recording must show the event and one hour prior to and a half hour after the event. This recording must be saved on a hard drive or down loaded for use.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The grievance and arbitration procedure set forth herein is designed to preserve harmony and friendly relations between the City and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance and arbitration procedure shall not be used to change any provisions of this Agreement, any provisions of the personnel code, municipal ordinances, or filed for the purpose of getting an established policy, standard, or procedure changed.

Section 2. The grievance is hereby jointly defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions of this Agreement relating to wages, fringe benefits, or working conditions.

For the purpose of this Article, working day shall include and be limited to Monday through Friday, excluding observed legal holidays as specified within this Agreement.

Section 3. In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, if known, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

Step 1. Any employee having a grievance, or his designated representative, which shall hereafter mean an ATU Local No. 1293 Executive Board Officer, shall first present the grievance orally to the employee's section supervisor or his designated representative within five (5) working days after knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond in writing, to the employee or his designated representative, within five (5) working days from the date of the meeting.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be presented in writing by the employee, or his designated representative, to the Manager or his designated representative in writing within five (5) working days after the expiration of the time limit set forth in Step 1 above. When the grievance is presented, the parties shall agree upon a meeting time in order that the grievance may be fully discussed by the parties involved. The employee, an ATU Local 1293 officer, the supervisor involved, and the Manager, or his designated representative, may be at the meeting. The Manager or his designated representative, in an attempt to adjust the matter, shall respond in writing to the employee or his designated representative within five (5) working days from the date of the meeting.

Step 3. If satisfactory settlement is not reached under Step 2, the grievance shall be presented by the employee or his designated representative to the Director of Public Works/Utilities, within five (5) working days after the expiration of the time limit set forth in Step 2 above. Within ten (10) working days of the grievance being presented, the parties shall hold a meeting to discuss the grievance. The Department Head shall issue a written decision to the

employee or his designated representative within five (5) working days from the date of the meeting.

Step 4. If satisfactory settlement is not reached under Step 3, the employee or his designated representative shall resubmit the grievance described in Step 1 above within five (5) working days to the City Personnel Director, or his designated representative, who shall conduct a general review and attempt to settle the grievance within five (5) working days in a written reply.

Step 5. If satisfactory settlement is not reached under Step 4, the employee or his designated representative may file notice of intention to arbitrate the grievance, if such notice is filed with the City Personnel Director, or his designated representative, within ten (10) working days after the expiration of the time limit described in Step 4 above.

Section 4. It is understood and agreed that a written grievance taken to arbitration under this Agreement, in order to be valid under this Agreement, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties to this Agreement that a written grievance taken to arbitration shall not be valid if such written grievance challenges action taken by the City in the exercise of inherent management rights, except where such written grievance is based upon a clear, express limitation thereon.

Section 5. Upon receipt of notice of intent to arbitrate a grievance, the City, through its designated representative, and the employee or his designated representative shall meet within sixty (60) days and attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator by this method, either party may address a letter to the American Arbitration Association requesting a list of five (5) qualified arbitrators. The letter to the American Arbitration Association shall be sent within fifteen (15) days from the expiration of the sixty (60) day time period allowed the parties to mutually agree upon selection of an arbitrator as provided herein. The failure to send the letter within the fifteen (15) day time period provided shall constitute an unconditional withdrawal of the grievance and preclude a subsequent refile of notice of intent to arbitrate the same grievance. Upon receipt of the list of arbitrators, the parties will meet and strike names within thirty (30) days in accordance with the procedure outlined in this section. Failure of either party to meet and strike names shall result in a decision favorable to the other party. The party filing the notice of intent to arbitrate shall first strike a name from the list and the other party shall then also strike a name from the list until the remaining member of the panel submitted is chosen as arbitrator. The arbitrator chosen shall promptly schedule a hearing on the merits of the grievance at issue, unless the parties agree to another procedure, and shall thereafter promptly submit a decision resolving the dispute.

Section 6. The arbitrator selected in accordance with the procedures of Section 5 of this Article shall have jurisdiction only to interpret, apply, or determine compliance with the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement and he shall consider and render decisions upon only such issues as are directly raised by the written grievance taken to arbitration, which grievance shall not in any way be changed or amended after it is presented in accordance with the provisions of Sections 4 or 5 of this Article. The arbitrator may interpret the express provisions of this Agreement, only insofar as it is necessary to the determination of the grievance at issue.

Section 7. The decision of the arbitrator shall be final and binding upon the parties to this Agreement, provided that the arbitrator shall make no award outside the scope of his authority outlined in Section 6 of this Article, or effecting a change, modification, or addition to this Agreement, and shall confine himself strictly to the facts submitted at the hearing, the evidence and stipulations before him, and the express terms and provisions of this Agreement.

Section 8. A grievance may be initiated and prosecuted by the City with regard to actions sanctioned and approved by the Transit Union which are violations of this Agreement, by the filing of such grievance in writing with the designated representative of the Local No. 1293, Amalgamated Transit Union. Notice shall be given by registered mail. Within thirty (30) days of the date of delivery of such grievance, the designated representative of the Transit Union, and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance. The designated representative of the Transit Union shall provide the City, or its designated representative, with a written answer to the grievance within five (5) working days after the conclusion of such a meeting. If satisfactory settlement is not reached under this procedure, the City may file a notice of its intention to arbitrate the grievance if such notice is filed with the designated employee representative within ten (10) working days after receipt of the Transit Union's answer as provided for in this Section. Selection, jurisdiction, and conclusiveness shall be the same as set out in Sections 4, 5, 6, and 7, above.

Section 9. Expenses for the arbitrator's services and the arbitration proceeding in all cases of arbitration shall be borne equally by the parties to the arbitration, and each party shall be responsible for compensating its own representatives and witnesses and its cost incurred in presenting its case to the arbitrator.

Section 10. The time limits provided for in this Article shall be strictly construed and the failure of the Union, individual employee, or City to meet the time limits listed in this Article relative to resubmittal of the grievance or notice of intention to arbitrate shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

ARTICLE 9

NO STRIKE - NO LOCKOUT

Section 1. During the life of this Agreement neither the Transit Union, its members, or the employees covered by this Agreement shall call, sanction, assist, or engage in any strike, slow-down, or stoppage of the City's work, operation of service, or in any manner sanction, assist, or engage in any restriction or limitation of work, operations, or services of the City.

Section 2. During the term of this Agreement, the City shall not cause or permit any lockouts of any of the employees covered by this Agreement.

Section 3. The primary purpose of this Article rests in the mutual desire of the parties to this Agreement to provide uninterrupted service to those served by the City. Accordingly, there shall be no sympathetic strikes under any circumstances.

ARTICLE 10

SENIORITY

Section 1. GENERAL INFORMATION The seniority and the date of employment of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement.

For all purposes relating to seniority, two (2) sections of StarTran shall be recognized by this Agreement, namely, the operating section and the maintenance section. Employees may not hold seniority in more than one (1) section of StarTran. Seniority may not be transferred from one section to another section.

The City agrees to keep posted in an accessible place an up-to-date seniority list showing the names and seniority standing of all the employees of StarTran.

Employees who are promoted to vacant supervisory positions or who accept vacant positions outside the bargaining unit will, after ninety (90) calendar days, forfeit all seniority rights under this Agreement and shall not return to their former position unless a vacancy exists and it is mutually agreed between Management and the Union.

An employee may be assigned to work in a supervisory position on a temporary basis. A temporary assignment would be made to fill in while the regular supervisor is sick, injured, on vacation, on leave without pay, while the position is being filled due to a vacancy or because the regular supervisor is: 1) involved in supervisory training, and/or 2) training drivers. If the City violates the parameters for using a temporary supervisor, then the City forfeits the ability to use any temporary supervisor due to vacation or PCH for a period of fifteen (15) calendar days. In the event a supervisor is allowed time off and replaced by a temporary supervisor, then equal time off (above and beyond all overtime) will be offered. Such assignment must be in writing and the employee will receive an increase in pay to at least the minimum rate of the position being filled. Employees who are selected may serve a two-hundred forty (240) hour training period prior to being compensated at the higher rate of pay. While assigned the duties of a supervisor, the affected employee

would not be eligible for any overtime other than the overtime he would have otherwise been entitled to according to his regular run. A temporary supervisor may not be allowed to work the position on his day off except when overtime would have ordinarily been available to him (i.e., if available for two (2) hours of overtime, the employee would be utilized no more than two (2) hours as a temporary supervisor).

Section 2. An Operator who acts as a temporary supervisor may be offered a hold down; however, in no event will an operator be allowed a hold down for any week in which he serves in a temporary supervisor capacity.

Section 3. At no time shall two (2) or more bargaining unit members be utilized as temporary supervisors without Union notification.

Section 4. OPERATOR SENIORITY The seniority of full-time bus operators employed after the effective day of this Agreement shall date from the hour and day that they are classified as a full-time bus operator. If two or more operators have the same hour and day of classification then seniority shall be determined by the last four digits of the employee's social security number with the lower number being the more senior.

New employees will be classified as bus operator trainees for a training period not to exceed sixty (60) days with reclassification to the base starting rate for bus operators upon assignment to the extra board when operator trainees are proficient on all routes and services.

Annually, upon the effective starting date of the autumn sign-up, operator radio call numbers shall be realigned in keeping with the actual seniority of operators.

Section 5. MAINTENANCE SENIORITY Seniority shall be the date of employment in the Maintenance Section of StarTran. For the purposes of shift sign-up, seniority shall be the total time with the Maintenance Section of StarTran. For all other purposes, seniority shall be the total length of service with the City.

If two (2) or more employees report for work on the same day, the order in which they are added to the seniority roster will be determined by the last four digits of the employee's social security number with the lower number being the more senior.

ARTICLE 11

REDUCTION IN PERSONNEL - REEMPLOYMENT

- Section 1.** When necessary to reduce the regular force of bus operators, lay-offs shall be in the inverse order of seniority.
- Section 2.** When necessary to reduce the regular force of maintenance employees, lay-offs shall be in the inverse order of seniority, within the respective classifications; provided, however, that a senior employee laid off in a higher classification shall be permitted to displace a junior employee in a lower classification if such senior employee desires to accept a job in such lower classification, and any such junior employee so displaced shall in turn have the privilege of displacing an employee in a lower classification with lower seniority and so on down the line. The privilege of displacing junior employees as above provided for must be exercised in accordance with the effective date as designated by the City.
- Section 3.** When regular forces of bus operators or maintenance employees are increased, former employees of the City who were laid off in accordance with the provisions of Section 1 and 2 of this Article shall be offered reemployment in the reverse order in which they were laid off; provided that this Agreement or any renewal, amendment or extension thereof is still in effect and no more than two (2) years shall have elapsed since their lay-off.
- Section 4.** When a lay-off exceeds thirty (30) days, the person offered reemployment under the provisions of this Article shall pass a physical examination conducted by a doctor selected by the City and such person shall be subject to the then existing conditions of employment of the City.
- Section 5.** In the reemployment of personnel as provided in this Article, the following procedure will be followed:
- A. The City shall notify each person to be reemployed to report for work by registered U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Transit Union. By so doing, the City shall have discharged its obligations under this Article. Employees who were laid off must keep the City and the Transit Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.
 - B. Persons so notified to report for work must report for work within ten (10) days after date of mailing of letter or transmitting of telegram or lose their seniority and reemployment rights hereunder. However, this ten (10) day period may be extended under certain conditions if mutually agreeable to both parties of this Agreement.
- Section 6.** When a regular bus operator is scheduled to be laid off due to a lack of work or curtailment of funds, that operator may apply for part-time operator work if there is such work available. If the employee accepts part-time work and at a later date is recalled into regular bus operator status, there shall be no break in seniority and there shall be no accrual of benefits during the period of lay-off from full-time status.

ARTICLE 12

ACCIDENT PREVENTION

Section 1. The Transit Union recognizes that accident prevention work is necessarily incident to the operation of the City's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial both to the City and to its employees. The Transit Union, therefore, agrees that it will encourage the employees to cooperate with the City in such safety work, and will urge them to attend all safety meetings held and conducted by and for the City and to take an active part and interest in accident prevention work.

Section 2. A. CLASSES: The City shall provide classes for employees on the operation of all newly purchased equipment that the employees are required to operate. The City shall, when making bus route changes or establishing new bus routes, hold a training class, to include a tour of the changed or new route. These classes shall be mandatory for employees to attend. Classes will be held Monday through Friday. Class times shall be 9:45 a.m., 11:00 a.m., 2:30 p.m. and 7:30 p.m.

B. SAFETY MEETINGS: Management will schedule two (2) safety meetings a year, one of which will be scheduled in October. All employees must attend these meetings and shall be paid for the actual time spent in the meetings at their straight time rate. Meeting times shall be 9:45 a.m., 11:00 a.m., 2:30 p.m. and 7:30 p.m., when possible.

Section 3. An accident review board of five (5) persons shall be created and shall consist of two (2) members of the bargaining unit appointed by the President of Amalgamated Transit Union, Local 1293, two (2) members appointed by Management, and a neutral fifth member appointed by the Union and the City. The purpose of this board shall be to review all vehicle accidents involving StarTran bargaining unit employees in order to determine the preventable/nonpreventable status of the accident and to make recommendations to the Manager that would improve overall system safety. The accident review board shall meet on the third Wednesday of the month at a time agreed to by the parties to review vehicle accidents. The accident review board shall report its findings to the Manager. The Manager shall review the proceedings and findings of the accident review board and shall institute disciplinary measures if necessary within seven (7) working days of receipt of the accident review board report. The final or prime responsibility of the safety program lies with the Manager or his designated representative. Discipline will only be imposed after the appeal is resolved.

ARTICLE 13

ACCIDENT AND UNUSUAL OCCURRENCE REPORTS

Section 1. All accidents, however slight, caused by or occurring on or near a motor coach, including any unusual occurrences such as a disturbance by passengers, ejections, etc.; all accidents, however slight, connected with the operation or the maintenance section of StarTran; and all accidents resulting in injury to any employee shall be fully, properly and completely reported by the employee or employees involved upon report forms provided by the City. Such reports shall be prepared in conformance with the City's rules and shall be delivered to the City (a) at the end of the shift if there is a known injury or (b) at the end of the employee's next scheduled working day provided there is not a known injury and the employee will be reporting back to work within forty-eight (48) hours. Failure to comply with this requirement shall be grounds for disciplinary action. Thirty (30) minutes at the straight time rate will be paid for all such reports. Any employee required to appear in court on the behalf of the City pertaining to an accident shall be paid for actual time spent at straight time rate.

Section 2. When an employee is required to meet with the representative of the City's insurance carrier, such meeting shall be held in private and the employee shall be paid a minimum of eighteen (18) minutes at the straight time rate of pay.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Members of the Transit Union who may be elected or appointed to any office of the Transit Union, either local or international, which requires absence from the service of the City shall be granted a leave of absence without pay or without loss of seniority to attend to the duties of such office; provided, such employee shall apply for reinstatement during the term of this Agreement or any renewal, amendment or extension thereof within thirty (30) days from date of retirement from such office. Such leave of absence shall be granted only upon written application thereof, and such leaves of absence shall not be granted if the requests therefor are in such numbers as to be a detriment to the service of the City.

Section 2. Employees applying for reinstatement after a leave of thirty (30) days or more must be able to qualify for the job under the then existing employment standards of the City, and their compensation shall be at the then prevailing rate. Employees returning from leave of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions, or changes have been made during the period of their absence; in which event such employees shall be allowed to exercise their seniority in displacing a junior employee on such vacancies, new positions or changes.

Section 3. The period of a leave of absence shall not be considered as time worked or as service with the City within the meaning of any of the other provisions of this Agreement.

Section 4. Employees on leave of absence from the City's service shall be furnished a letter covering such leave of absence. A copy of such letter shall be furnished to the Transit Union.

Section 5. Except as hereinafter provided, leave of absence purposes other than those hereinabove set forth may be granted by the City to accord with operating requirements for periods not to exceed thirty (30) days; provided, however, that such leaves shall be requested in writing and shall not be granted if the requests therefor are in such number as to be a detriment to the services of the City and, further, that such leaves shall be taken subject to the provisions of Sections 2, 3, and 4 of this Article. Failure on the part of the employee on leave to report promptly at its expiration, without a good cause, shall be considered as a resignation.

Section 6. Pregnancy leave shall be subject to the same rules and handled in the same manner as personal illness.

- A. An employee shall expend accrued sick leave while such employee is unable to perform her duties because of such pregnancy, as verified by a physician's statement.
- B. Prior to the seventh month of pregnancy, the employee shall provide her supervisor with a statement from her physician indicating a date when she should discontinue working.
- C. The use of vacation leave with pay, as set forth in Article 16, and leave of absence without pay, as set forth in Article 14, may be approved in conjunction with the above use of sick leave.

- D. During leave without pay, the employee will not accrue vacation or sick leave, but will maintain her seniority.

Section 7. The City shall conform to all Federal standards of the Family Medical Leave Act (FMLA).

ARTICLE 15

SICK LEAVE

Section 1. All employees shall earn sick leave at the factored hourly equivalent of eight (8) hours for each full month of service. Earnings shall be computed only for those hours when an employee is in a pay status, excluding overtime. Extra board Operators will accumulate sick leave on the basis of regular paytime hours. Overtime hours will be used to make up weekly sick leave accumulation up to forty (40) hours.

Section 2. Sick leave shall not be granted unless the employee or his designee shall call in sick at least forty-five (45) minutes in advance of show-up time.

Section 3. No employee shall be entitled to use sick leave unless he shall have been absent from his work duties by reason of personal illness, noncompensable bodily injury or disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. This applies to employee illness or family illness.

The City may request a proper medical certification.

An employee may be allowed time off for a maximum of sixty (60) hours in each calendar year commencing with the first pay period beginning in January for illness in the immediate family of the employee. Upon written request the Personnel Director may waive the forty (40) hour limit after reviewing the circumstances in support of the employee's request.

Section 4. Sick leave shall be earned but not granted during the first six (6) months occurring after the original date of hire.

The Manager may require from an employee a medical certificate for any absence reported due to illness.

No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay or during a period of sick leave for one month or more.

Section 5. UNUSED SICK LEAVE Upon retirement or death, an employee or his beneficiary shall be paid a portion of his accumulated sick leave with the rate of payment based upon the employee's regular pay at the time he retires or dies. The employee shall be paid one-fourth ($\frac{1}{4}$) of his entire accumulated sick leave when his balance is between 0 – 999.9 hours. The employee shall be paid one-half ($\frac{1}{2}$) of his entire accumulated sick leave balance if his balance equals or exceeds 1,000 hours. The employee shall be paid three-fourths ($\frac{3}{4}$) of his entire accumulated sick leave balance when his balance equals or exceeds 1,600 hours.

All payments under this Section shall be made to the employee's PEHP premium account.

Section 6. SICK LEAVE INCENTIVE In addition, the City agrees to create an incentive, effective January 1, 2001, for nonuse of sick leave. Employees on active duty military leave or probation are not eligible for the sick leave incentive. This incentive shall be as follows:

For employees who use between zero (0) and eight (8) hours of sick leave during the calendar year, the City will pay sixteen (16) hours pay into their PEHP premium account. For employees who use more than eight (8) but less than sixteen (16) hours of sick leave during the calendar year, the City will pay eight (8) hours pay into their PEHP premium account. Both sides agree to discuss these incentives at the end of this contract. Such payment shall be at the current hourly rate of the employee as of December 31 of each calendar year.

Section 7. Any employee governed by this Agreement who is in a non-paid leave status due to exhausting all paid leave (sick, vacation, and personal holiday hours) shall be subject to discipline. (This Section does not apply to employees on approved FMLA, active duty military leave, or Union officials on Union business.)

ARTICLE 16

VACATIONS

Section 1. VACATION EARNED: An employee will earn vacation leave with pay according to the following schedule:

- A. Less than five (5) years of service — at the factored hourly equivalent of eighty (80) hours per year.
- B. After five (5) years of service — at the factored hourly equivalent of one hundred twenty (120) hours per year.
- C. After ten (10) years of service — at the factored hourly equivalent of one hundred thirty-six (136) hours per year.
- D. After fifteen (15) years of service — at the factored hourly equivalent of one hundred sixty-eight (168) hours per year.
- E. After twenty (20) years of service — at the factored hourly equivalent of two hundred (200) hours per year.

Vacation leave with pay will be earned from date of hire but not taken until after completion of the first six (6) months of employment. Vacations may be split after one (1) week.

BUS OPERATORS AND MAINTENANCE EMPLOYEES		
No. of Calendar Years of Continuous Active Service	Maximum Consecutive Working Days	Maximum Hours Vacation Leave
Less than 5 years	10 days	80 hours
After 5 years	15 days	120 hours
After 10 years	17 days	136 hours
After 15 years	21 days	168 hours
After 20 years	25 days	200 hours

Section 2. VACATION LEAVE SCHEDULE: During the first week of December, the City will post a calendar for the following year listing the available weeks for vacation. Beginning on the second Monday of December, each employee will make himself available based on the current seniority list, and commencing with the most senior employee, each employee will designate his preference for vacation for the following year. In the event a holiday falls within the vacation week as posted, the employee must choose one of the following: the working day before or after the holiday, be paid eight (8) hours, or use the holiday(s) to construct a block week of vacation. The choice must be made at the time of the vacation pick.

Section 3. ACCUMULATED VACATION LEAVE: An employee may accumulate vacation leave to a maximum of fifty-six (56) hours over and above the employee's maximum annual earning rate. Annual earnings will be credited to "Regular Vacation". For the duration of this Agreement only, if an employee reaches the

maximum accrual as allowed, then all additional vacation earned will be added to the employee's "Vacation Bank".

Effective with this Agreement, all vacation in either format will be transferred to the "Vacation Bank". All new earnings will be credited to "Regular Vacation". During the December sign-up and each December thereafter, an employee will only be allowed to sign-up for the vacation he earns in one year plus the fifty-six (56) hour carryover. During any subsequent sign-ups, the employee may be allowed to sign-up for any open/vacated blocks utilizing time from the "Vacation Bank".

Vacation must be taken from "Regular Vacation" and the employee may only use vacation from the "Vacation Bank" after exhausting his "Regular Vacation". An employee may dispose of the "Vacation Bank" as provided in the Code or under special circumstances as may arise from time to time.

During the second week of October of each year beginning in 2004, the Union President, a representative of StarTran Operations, and the City Compensation Manager shall meet on City time to discuss the allocation of vacation blocks available for the next year. In addition, if during the December sign-up an employee has time available to bid but no vacation blocks remain on the board, then this committee will meet and review the sign-up, and may start the sign-up process over.

Section 4. Persons whose employment is terminated shall be entitled to vacation pay for the total of the unused vacation leave which has been earned on the factored hourly basis.

Section 5. The time for taking vacations by the employees in the various classifications will be chosen by seniority. The number of employees permitted to select vacation at any one time shall be determined by the City. Vacation sign-ups will be completed annually for the ensuing year. The time and method will be decided locally by the City and the Transit Union.

Section 6. In accordance with this Section, the City and the Union shall meet prior to the posting of the annual vacation sign-up in December of each year. The purpose of this meeting shall be to discuss the number of scheduled weeks necessary for the sign-up and the numbers of operators and maintenance personnel permitted off in the same weeks.

Section 7. Employees shall be allowed to utilize their earned accumulated vacation in increments as desired by notifying supervisory personnel. Employees may combine PCHs with vacation days to schedule block weeks of vacation. The PCHs must be scheduled during the contract year in which they were earned. Employees may schedule, at vacation sign-up, for the PCH which will be earned in September, or for working holidays converted to a PCH.

Increment vacation hours may be granted (staff permitting) on a first come, first serve basis. Requests must be made after 1:00 p.m. on the day the extra-board is posted for the next day work assignments. A minimum of two (2) hours must be requested.

Maintenance employees shall be allowed to utilize an unlimited number of increment hours of accumulated vacation as desired by notifying supervisory personnel.

Section 8. With each Maintenance and Operations sign-up, all available weeks in vacation shall be put up for bid.

Section 9. The Department Head may allow the use of vacation leave by an employee in the event of a bona fide emergency.

Section 10. In the last quarter of the year, employees shall be allowed to combine increment days and remaining PCHs and take any open block week.

Section 11. Employees may take open weeks of vacation during the sign up period. To avoid trading of vacation blocks, vacated blocks may only be taken by an employee with the mutual agreement of the Union and Management.

Section 12. Maintenance may be allowed to have three (3) or more employees off on any one shift. On a working holiday, the day before and the day after the holiday, four (4) or more employees may be allowed to have the day off.

ARTICLE 17

HOLIDAY PAY

Section 1. All employees covered by this Agreement shall be paid for ten (10) recognized holidays, plus one (1) personal leave holiday, provided they meet the following eligibility rule:

The employee has worked or has been authorized paid leave the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week. It is understood that persons reporting off sick on the day prior to or following the holiday will need to provide a valid medical certificate in order to collect holiday pay.

Section 2. All bus operators or garage employees who may be requested to and who work their complete assignment on any recognized holiday shall be entitled to holiday pay and, in addition, shall receive pay at straight time for the time worked on such holiday.

Section 3. An employee shall not be eligible for any of the benefits of this Article with respect to a holiday which falls within a period of discipline or suspension.

Section 4. Any employee who is scheduled to work or has been requested to report for emergency work and then fails to report for and perform such work without reasonable cause shall not receive pay for the holiday.

Section 5. Holiday pay for employees eligible under the provisions of this Article shall be eight (8) hours at their regular straight time hourly rate.

Section 6. Recognized holidays within the meaning of this Agreement shall include Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, or days celebrated as such, one personal leave holiday, and the employee's birthday. In the event the employee's birthday falls on his scheduled day off, the employee shall have the option to take the holiday the working day before or the working day after. In the event the employee's birthday falls on a recognized holiday, the employee shall have the option to take his birthday on the working day before or after the recognized holiday.

Section 7. PERSONAL LEAVE HOLIDAY - the notice for which must be given to the dispatcher forty-eight (48) hours in advance of the posting of the board. Seniority shall prevail in the instance of more than one request. The holiday will be granted to only the number of persons asking for same that will not interfere with the system scheduling as to number of people and required payment of premium time. The personal leave holiday may be selected by the employee with the prior approval of the Manager or his designated representative. Employees may opt to take Presidents' Day, Martin Luther King Jr.'s Birthday and Veterans Day as a personal leave holiday. The employee may opt to take his birthday as a personal leave holiday.

Section 8. A list of vacation days and PCHs used and remaining available to operators will be posted weekly on the bulletin board in the Drivers' Ready Room and for maintenance employees on the bulletin board in the shop area.

Section 9. PCHs and/or vacation days shall be granted in accordance with seniority.

Section 10. As of January 1 of each year, an employee who has a PCH or PCHs on the books, and with the first three (3) requests made for vacation, the employee will take those days as PCHs instead of vacation days, and hours will be credited to the employee's vacation bank.

Section 11. All employees who do not take vacation or use PCHs prior to the end of the contract year shall be paid for all PCHs not taken. Employees who are terminated will not be paid for PCHs not earned.

Section 12. If a PCH is advanced and used prior to being earned, and the employee separates employment, the employee shall have an equal amount deducted from his final check to compensate for the use of the PCH.

Section 13. PCHs can be taken in increment hours with a minimum of two (2) hours.

ARTICLE 18

FUNERAL LEAVE

Section 1. In the case of death of the mother, father, stepmother, stepfather, brother, sister, husband, wife, child, stepchild, mother-in-law, father-in-law, or in the case of death of any other relative residing in the immediate household of a regular employee, the employee shall be allowed three (3) days funeral leave with regular pay without deduction from his pay or accumulated sick leave. In addition, the employee, with the permission of his Department Head, may be allowed to use up to three (3) days of his accumulated sick or vacation leave in the case of the death of any of the above.

Section 2. In the case of the death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, nephew, niece, spouse's aunt, spouse's uncle, or spouse's grandparents, the employee shall be allowed two (2) days funeral leave with regular pay without deduction from his pay or accumulated sick leave. In addition, the employee, with the permission of his Department Head, may be allowed to use up to three (3) days of his accumulated sick or vacation leave in the case of the death of any of the above designated persons. Employees who request funeral leave for a relative covered by this Section must provide notification in the form of 1) a memorial service program, 2) an obituary announcement or 3) the name of the deceased and the City and funeral home where the service was provided.

ARTICLE 19

INJURY LEAVE WITH PAY

Whenever a probationary or regular employee shall become temporarily totally disabled from an injury arising out of and in the course of the employee's employment, such employee shall be eligible to receive his salary during the continuance of such temporary total disability for so long as such employee is temporarily totally disabled. However, in no event shall such period of eligibility exceed six (6) months. After the first instance during any contract year the period of eligibility shall be deemed to commence on the seventh (7th) working day from the date when the employee incurred such injury giving

rise to said temporary total disability and shall end six (6) consecutive calendar months after the date when the employee incurred such injury. During the seven (7) days waiting period, an employee may use accumulated sick leave. During this period of eligibility, payment of said salary shall be deemed to be payment of all statutorily imposed benefits under the worker's compensation act or other applicable pension laws of the State of Nebraska. The benefits provided for by this Section are not intended to be in addition to any benefits provided for by state law, but are intended to be payment of such benefits when applicable. In no case will any employee be allowed to receive statutory benefits in addition to the benefits provided herein.

In order for such employee to be eligible for injury leave benefits, the employee shall furnish, when requested by the appointing authority, such medical or other supporting evidence regarding any injury or condition which such employee claims has rendered the employee temporarily totally disabled. Upon the refusal to provide such requested information, such injury leave benefits may be withheld or discontinued until such evidence is provided.

ARTICLE 20

JURY SERVICE

No employee under this Agreement shall suffer loss in regular pay for time actually spent in jury service. During such service, he shall receive his regular rate of pay for each scheduled work day lost.

ARTICLE 21

PHYSICAL EXAMINATIONS

Section 1. The City may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

Section 2. The examining physician shall be selected by the City and the cost of such examinations shall be paid by the City. An employee may opt to use his own personal doctor for his physical.

Section 3. As a condition of continued employment with the City, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform his duties.

Section 4. Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform his duties, he may, at his option, have a review of his case in the following manner:

- A. He may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by the City. A copy of the findings of the physician chosen by the employee involved shall be furnished to the City, and in the event that such findings verify the findings of the physician employed by the City, no further medical review of the case shall be afforded.
- B. In the event that the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the City, the City, at the written request of the employee involved, will ask that the two physicians agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved, and the findings of a majority of the three examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by the City and the Transit Union.

Section 5. Should any physical examination above provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then, and in that event, depending upon the particular circumstances in each case:

- A. The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to his ability to safely do so.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to the employee's physical and mental fitness to perform against the duties for which he was employed; provided, however, such leave of absence shall not extend for a period of more than three (3) consecutive years, and the seniority of the employee involved shall be unaffected thereby. Such a leave of absence shall further be subjected to the provisions of the Article relating to leaves of absence, and any employee

on leave of absence because of physical or mental unfitness to perform his duties may be required to supply the City with a physician's report covering his condition at least once every thirty (30) days.

Section 6. The City shall pay the costs of Department of Public Works/Utilities required physical examinations. All physical examinations shall be forwarded to the Personnel Department. Records are the responsibility of the Personnel Director or his designated representative.

Section 7. All employees will be required to submit to a "fit for duty" examination by the City approved medical facility at the City's expense upon returning from an extended leave due to illness/injury (more than 30 days) or when deemed necessary by City officials. The employee shall be paid for all time involved inclusive of travel.

ARTICLE 22

FREE TRANSPORTATION

Section 1. All employees in uniform shall be entitled to free transportation over all lines owned and operated by the City. All pensioners of Lincoln City Lines, Inc., on July 16, 1971, their wives and widows of deceased pensioners on said date, shall be granted free transportation. All passes or tickets used under the provisions of this Article shall be nontransferable.

Section 2. All work shall begin and end at StarTran. Employees may have a ride to and from their relief points.

PROVISIONS RELATING TO BUS OPERATORS

ARTICLE 23

WAGE RATE AND CLASSIFICATION — OPERATORS

Section 1. The regular straight time hourly rates of pay for bus operators covered by this Agreement shall be as follows:

For pay periods commencing August 19, 2010:

First six (6) months of service (75% of top rate)	= \$14.233
Second six (6) months of service (80% of top rate)	= \$15.182
Third six (6) months of service (85% of top rate)	= \$16.131
Fourth six (6) months of service (90% of top rate)	= \$17.080
Thereafter, (top rate)	= \$18.978

For pay periods commencing August 18, 2011:

First six (6) months of service (75% of top rate)	= \$14.589
Second six (6) months of service (80% of top rate)	= \$15.562
Third six (6) months of service (85% of top rate)	= \$16.534
Fourth six (6) months of service (90% of top rate)	= \$17.507
Thereafter, (top rate)	= \$19.045

All increases shall be effective the first day of the pay period following the effective date of eligibility for an increase.

Section 2. All operators giving trainees instruction shall receive fifty cents (50¢) per hour additional pay for time spent. Training duties shall be assigned to the most senior regular operator on each route, whenever possible, during those times when trainees are scheduled to train unless the most senior regular operator requests not to give instruction.

ARTICLE 24

OVERTIME

Section 1. Bus operators will be paid at the rate of one and one-half (1 ½) times their straight time hourly pay for all work they are required to perform in excess of forty (40) hours in any one (1) work week. Overtime shall be paid only for work performed in excess of forty (40) hours per week. For purposes of computing overtime pay, split vacation days and personal leave holidays (except when combined with pre-bid vacation) and sick leave will not be used. The work week begins on Thursday and concludes the following Wednesday.

Section 2. All bus operators who are required by the City to work on their regularly assigned day off shall be paid for all work performed on that day at one and one-half (1 ½) times their regular straight time hourly rate of pay unless in conflict with Section 1, in which case Section 1 will prevail.

Section 3. No time shall be paid for at a rate greater than one and one-half (1 ½) times the regular straight time hourly rate of pay.

Section 4. Spread time. A regular operator who works a split run shall be paid a spread time penalty amounting to one-half straight time rate on all time after twelve (12) hours between the starting and finishing time of such split run.

Section 5. Under ordinary circumstances, day off operators will have first choice of overtime assignments. All other overtime assignments shall be given on a rotating basis, regular and day off, with a pass list for each signup period. Copy of overtime rotation to be posted daily with a copy going to the Transit Union. Individuals who pass or work overtime will rotate to the bottom of the list.

Operators who have presented a physician statement indicating that they need to be placed on a restricted duty may not be allowed to work until verification of the validity of the restriction by either the City or the employee's doctor.

Operators who have been placed on a restricted duty and cannot work overtime will not be allowed to work any overtime including their day off overtime. An operator with this restriction will not be allowed to bid or hold a run which pays in excess of the restriction.

The distribution of overtime shall always be made at the consideration of the proper seniority rights and prerogatives of all operators regardless of minimal time cost savings to the City.

The City reserves the right to change these provisions during the term of this Agreement should drastic operating or economic facts deem it is in the best interests of the City to do so. Prior to changing the overtime distribution system, the City shall consult the Union in an attempt to define the problem and seek alternatives. Final authority for any change will rest with the Manager.

Section 6. All voluntary overtime shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay regardless of Section 1, unless the affected employee is serving suspension within the pay week.

Section 7. An operator who is forced to work overtime shall, at his request, be able to bump the overtime down to a less senior bus operator.

ARTICLE 25

TIME ALLOWANCES

Section 1. Ten (10) minutes preparatory time for use in properly performing their duties required by the City shall be included in all regularly assigned runs. In addition, all split or two-piece runs will pay an additional ten (10) minutes preparatory time on the second pullout and five (5) minutes preparatory time for the relief.

Section 2. Should the occasion arise where it is necessary to suspend service due to a storm causing it to be impossible or unwise to continue operation, all operators will be paid for the full amount of the day's assignment provided that they meet the following eligibility rules:

- A. The employee has reported for duty at the proper place and time.
- B. The employee makes himself available for work in the event that service is resumed.

Section 3. An operator requested to report to the Operations Supervisor or his designated representative immediately following his scheduled assignment for the investigation of a complaint, incident or accident shall be paid an additional eighteen (18) minutes minimum or actual straight time. This time allowance shall apply to the investigation of such incidents and all disciplinary actions.

ARTICLE 26

MINIMUM PAY FOR EXTRA WORK

Section 1. All bus operators who are assigned or called for extra work or to report for extra work shall receive a minimum of three (3) hours of pay time at the time and one-half hourly rate of pay; provided, however, such extra work does not immediately precede or succeed a run or extra work which the bus operator is about to work or is already working, the combination of which contains three (3) hours of pay time.

Section 2. Extra work assigned thirty (30) minutes or less prior to or thirty (30) minutes or less following a regular assignment will be paid at the time and one-half rate of the employee for such work with no guaranteed time minimum.

ARTICLE 27

RUNS, WORK DAY AND DAYS OFF

- Section 1.** A regularly assigned run is a day's work selected by a bus operator in accordance with his seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. All other pieces of work shall be classed as extra work and shall be posted on the daily extra board. Regularly assigned runs shall be classed as extra work when temporarily manned by bus operators other than those to whom they were regularly assigned.
- Section 2.** Bus operators who have sufficient seniority to select and who are assigned to regularly scheduled runs during an assignment or selection of regularly scheduled runs are defined as regular bus operators. All other bus operators are defined as extra bus operators.
- Section 3.** All regularly assigned runs shall be constructed so as to pay a minimum of eight (8) hours including preparatory time. All bus operators must either be operating their assigned vehicle, or on StarTran property their entire scheduled run as posted.
- Section 4.** No part of a regularly assigned split run shall pay less than two (2) hours pay time.
- Section 5.** All bus operators shall be entitled to at least two (2) days off each week and consecutive when possible.
- Section 6.** In making up scheduled runs which consist of eight (8) hours continuous work, a break of a minimum of ten (10) minutes will be scheduled in the run as close to the midpoint of the eight (8) hours as possible.
- Section 7.** This Article is intended to provide a basis for establishing normal work schedules and to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.
- Section 8.** Schedule making cooperation. The City will accept, for investigation and review, suggestions regarding operating schedules from members of the Transit Union or its Executive Committee. In order to investigate and review these suggestions they must be presented a minimum of thirty (30) days prior to the time schedules are built and runs cut in order to be incorporated in a new sign up.
- Section 9.** The Union and City recognize that for proper operation of routes the City will provide and maintain current information, and the Union will provide run information on turn by turns for all routes and school boosts upon approval of the documents by management and the Union. The Union will make it available to every operator and sand truck driver via a computer (management will provide necessary hardware to accomplish this) located in the operators' lounge. Management will provide eight (8) hours of City paid time per sign up for maintenance of this information. Between the sign up periods, if additional time beyond the eight (8) hours is necessary, management and the Union will meet to discuss how much additional time will be necessary.

ARTICLE 28

ASSIGNMENT OF RUNS

Section 1. Regular run assignments and days off shall be picked separately at the same time and according to seniority. Regular run assignments shall be posted fifteen (15) days before the effective date, and run selections must be completed six (6) days before going into effect. Assignment dates will be on or about January 1, University Spring Semester closing, Lincoln Public Schools Spring Semester closing, University Fall Semester opening, or as often as deemed necessary by the City. In the event of a major routing change of more than thirty (30) days duration by the City, a general run assignment will be posted for bidding as provided herein if requested by the Transit Union, provided, however, that such general assignment will not take place less than thirty (30) days prior to the compulsory assignment dates.

A run change of thirty (30) minutes or more shall require a new general bid.

Section 2. Operators may call in or leave choice slips indicating their desired selection of work. The choice slips shall be given to the dispatcher. Operators doing so should leave a sufficient number of choices to insure they obtain their selection.

Any bus operator who unreasonably delays choosing a regular run shall be signed around by the other bus operators until the bus operator involved shall select a run assignment. In the event a bus operator does not exercise his seniority by choosing a regular run assignment, then, and in that event, the bus operator so involved shall work the extra board until a regular run assignment of his choosing comes open.

If an operator can show that he had an emergency that prevented him from attending the bid, then he will be allowed to bump to any run and days off he could have bid.

Section 3. Any operator giving up his regular run assignment to go to the extra board may have one option to bid off the board until the next sign up, otherwise he shall work the extra board until such time.

Section 4. A. Bus operators prevented from exercising their seniority in a general assignment of regularly scheduled runs due to their being on vacation or on leave of absence will be permitted to exercise their seniority upon return and select runs and their day off in accordance with their general seniority, and displace any junior bus operator on any other regular run assignment, and so on down the line.

B. Bus operators who exercised their seniority in a general assignment and then vacated their run due to a leave of absence or extended illness will be permitted to exercise their seniority upon return and select runs and their day off in accordance with their general seniority, and displace any junior bus operators on any other regular run assignment, and so on down the line.

C. All bus operators removed from regularly scheduled runs or their day off or any part of their selected work because of the exercise of general seniority as hereinabove stated will select regularly scheduled runs and their day off in accordance with their seniority.

Section 5. Regular run assignments vacant for thirty (30) days or less due to vacation or leave of absence shall rotate on the extra board.

Section 6. Regular run assignments known to be vacant for more than thirty (30) days shall be posted for assignment and bidding.

Section 7. All bus operators involved in an assignment change as per Section 4 and Section 6 of this Article will operate their original assignments until the assignment of "bump" has been completed. A "bump" shall be completed within two (2) days from posting.

Section 8. All new regular runs to be assigned shall be submitted to the Executive Committee of the Transit Union at least one hundred twenty (120) hours prior to this posting so that the Committee may check their conformity with the provisions of this Agreement. The Transit Union Committee will not be restricted to place and time as to and for the examination of said new regular runs.

Section 9. In all general assignments of regular runs, all runs posted for bid will be bid by operators. At the completion of the assignment, any open runs must be bid by the low seniority operators in line of their seniority. In this instance, the operator must work this run assignment for a minimum of two (2) weeks before exercising the option under Section 3 of this Article, at which time the run will be posted for bid seventy-two (72) hours and awarded under present bid procedures. If not bid during this procedure, run will be assigned to the lowest seniority extra board operator for the general sign up.

ARTICLE 29

LAYOFFS

Section 1. When extra bus operators are available, regular bus operators may be permitted to lay off providing they secure permission from the Manager or his designee at least thirty (30) minutes in advance of the time their regularly assigned runs or other duties are scheduled to start. Extra bus operators shall not be deemed to be available in cases when the use of such operators would require the payment of premium time over and above the regular time hourly rate of pay.

Section 2. Operators may exchange runs and days off with permission of the dispatcher, provided the exchange occurs in the period between a Thursday and the following Wednesday. Operators may also, with the permission of the duty dispatcher, switch runs within the same day with notice given prior to the end of the previous work day.

- A. Trades will be allowed for scheduled hours of work.
- B. Trades between employees must be voluntary in nature.
- C. Notification of trades between employees must be provided to the dispatcher no earlier than thirty (30) days prior to the proposed date of the trade.
- D. Trade time will not be used in the calculation of hours for which the employee is entitled to overtime.
- E. For safety reasons, double shift trades will not be allowed for more than two working days at a time.
- F. The trading employee is responsible for the completion of the trade.

ARTICLE 30

EXTRA BOARD

Section 1. All bus operators will be guaranteed forty (40) hours on a five (5) day week basis if available for work all five (5) days.

A. Eight (8) hours per day will be deducted from the guarantee for every day the extra bus operator fails to report for work for any reason. When an extra bus operator has an assignment of less than eight (8) hours work when the extra board is made up, said operator must be available for a change in assignment. Failure to be available will result in loss of guarantee for that day.

B. The City reserves the right to operate the extra board, rotating the work around the extra board bus operators.

Section 2. All extra bus operators shall be required to break in on all lines.

Section 3. An extra bus operator shall not rotate until he has at least eight (8) hours of pay time.

Section 4. Hold down on vacations, military reserve or national guard duty and long-term sick for extra board operators - when on hold will be given same days off as the run calls for.

Vacation and military reserve or national guard absences shall be offered for hold for the entire length of the known absence. Long-term sick shall be offered one week at a time unless absence is known to be within the criteria established in Article 28, Section 6, in which case the run shall be put up for bid according to that provision.

Extra-board operators that will lose eight (8) hours of pay in a forty (40) hour work week due to a hold down will have the option of working either their regular scheduled day off or the scheduled hold down day off in the same pay week.

Section 5. City will post on extra board all operators not working for various causes to be listed as follows: vacation, PCH, birthday, miss out, sick, excused, medical, union, discipline and other.

All following pieces of work not part of a regularly assigned run shall not count against an operator getting a vacation day, vacation hours, PCHs and/or PCH hours:

- ARB meetings
- Speakers Bureau
- City negotiations
- City requesting an operator to be off
- LPS school boosters operated after termination of UNL Service
- Contracted service
- City requested special service.
- Any regular piece of work not attached to a run and floats the extra board.

Section 6. All employees are required to submit and keep current one telephone number.

Section 7. Union Executive Board may receive a copy of the daily board upon request.

Section 8. The Extra Board shall be posted by 1:00 p.m. for the following work day.

ARTICLE 31

MISS OUTS

Section 1. A *miss out* is defined to be:

- A. Each failure of any bus operator to report for duty at the proper time and at the proper place at which his assigned duties are scheduled to start, and
- B. On the first miss out in a ninety (90) day calendar period, failure of any bus operator who has a *miss out* as hereinabove defined to report in person or personally telephone and make himself available to the Manager or his designee within forty-five (45) minutes after his assigned duties were scheduled to start for such work as may be assigned to him or for placement on the extra list as conditions at the time may indicate, will be considered to have a double miss out.

Section 2. The penalties for *missing out* shall be as follows:

- A. For the first *miss out* within a ninety (90) calendar day period, the operator involved shall serve one (1) day at the bottom of the extra list beginning on the day of the *miss out*.
- B. For the second *miss out* within a ninety (90) calendar day period, the operator involved shall serve two (2) days at the bottom of the extra list beginning on the day of the *miss out*.
- C. For the third *miss out* within a ninety (90) calendar day period, the operator involved shall serve three (3) days at the bottom of the extra list beginning on the day of the *miss out*.
- D. For the fourth *miss out* within a ninety (90) calendar day period the operator involved shall serve four (4) days at the bottom of the extra list beginning on the day of the *miss out* or he may be laid off four (4) days.
- E. For the fifth *miss out* within a ninety (90) calendar day period the operator involved shall be subject to dismissal.

Section 3. During all times that regular bus operators are working from the extra list as the result of the imposition of a *miss out* penalty, they shall be governed by the provisions of this Agreement that relate to extra bus operators.

Section 4. The City may waive the imposition of a disciplinary penalty for a *miss out* as hereinabove provided whenever, in its opinion, a reasonable excuse for such *miss out* exists.

Section 5. An operator calling in sick less than forty-five (45) minutes prior to his show-up time shall be assigned a *miss out*. If it is his first *miss out*, the day he is sick will be his penalty day and in accordance with Article 15, Section 2, no sick leave will be granted for this miss out. For any succeeding *miss out*, he will serve the remaining penalty time when he returns to work.

ARTICLE 32

PART-TIME OPERATORS

- Section 1.** The City, effective with the date of this Agreement, is permitted to hire part-time operators in accordance with the provisions set forth below:
- A. Part-time operators shall be covered under the sections of this Agreement dealing with the probationary period, union membership, union representation, grievance procedures and arbitration.
 - B. The maximum number of part-time bus operators shall not exceed ten percent (10%) of the number of full-time operators.
 - C. Part-time bus operators may be assigned any type of work, with the exception of the Big Red Express on University of Nebraska home football games.
 - D. Part-time operators will not work more than thirty (30) hours per week on a six (6) day basis Monday through Saturday. Part-time operators will be guaranteed twenty-four (24) hours per week when available. Failure to be available will result in loss of guarantee for that day.
 - E. Part-time bus operators will be paid at the same hourly rates as full-time bus operators, subject to a yearly total of one thousand four hundred forty (1440) hours of progression. For purposes of computing progression of part-time operators, one hundred twenty (120) hours worked will be considered one month.
 - F. Part-time operators shall be paid for all the time during which they are required by the City to perform any duties. Part-time operators will not be eligible for time or pay guarantees or for penalty pay provisions, except for one-half (½) hour call in.
 - G. Part-time operators will be eligible for one hundred percent (100%) of the standard uniform allowance.
 - H. In accordance with requirements of the law, part-time operators will be covered by the provisions of the Social Security Act.
 - I. Part-time bus operators will accrue seniority, for City service and general City benefits, which will carry forward to any full-time position in City service. Seniority for part-time bus operators who become full-time bus operators is described in Article 10, Section 2 of this Agreement.
 - J. No full-time operators shall be laid off while part-time operators are on the payroll.
 - K. Retired bus operators will be given preference, within one (1) year after retirement, in hiring on as part-time operators if fully qualified and not in conflict with any City ordinance.
 - L. The City reserves the right to operate a part-time operator's extra board. Part-time operators shall not rotate upon their board until the top operator has accumulated at least four (4) hours pay time.

- M. Part-time bus operators shall be liable to miss outs within a forty-five (45) day period. The penalty for miss outs will be as follows: First miss out shall incur one (1) day off, the second miss out shall incur two (2) days off, and the third miss out shall result in termination.
- N. Part-time operators shall be trained on all regularly scheduled routes and services.
- O. Any full-time operator wishing to become a part-time operator shall retain his current wage rate provided that there is no break in employment.
- P. Management shall have the right to train part-time bus operators up to sixty (60) days at a maximum of forty (40) hours per week.
- Q. Preparatory time provisions shall apply as stated in Article 25, Section 1.
- R. All benefits offered full-time operators shall be prorated for part time employees. Further, any full time position will be offered to part time employees first, based on seniority; if not filled, then it will be open to the general public.
- S. Health and pension benefits are applicable as provided within the contract with the appropriate carrier, the same as for full-time employees.

Section 2. Any full-time operator who elects to go to part-time employment shall lose all seniority and benefits as a full-time employee, and will be entitled only to benefits pertaining to part-time employees. If said employee at a later date applies and is accepted as a full-time operator, they shall start out under the same provisions as a new employee.

ARTICLE 33

UNIFORMS

Section 1. All uniforms shall consist of dark blue pants/shorts and light blue shirts with long/short sleeves. All employees will be required to wear uniforms while on duty in accordance with the specifications of the City. Such specifications shall provide for a uniform consisting of the following: light weight short and long sleeve shirts, short and long sleeve shirts suitable for winter weather, light weight cotton shorts with uniform blue calf-length socks, light weight cotton trousers and trousers suitable for winter weather, "V" neck vest sweaters, long sleeve "V" neck sweaters, button down sweaters, light weight jacket with removable liner, Parka with a hood, short and long winter coat, raincoat, summer and winter caps, footwear for summer and winter. Men's clip-on tie and men's self tie shall be optional.

Section 2. The periods of the year during which such uniforms shall be worn are as follows: Winter uniforms shall be worn during the fall and winter system sign-ups. Summer uniforms shall be worn during the summer system sign-ups. Only City or Transit Union approved insignia may be worn on uniforms.

Section 3. The City shall pay each bus operator a sum of two hundred seventy-eight dollars (\$278.00), minus normal withholdings, the first pay period in September of each contract year. This payment is for the purchase and maintenance of uniforms. The operator is responsible for the serviceability of the uniforms.

Upon hire, each new operator shall receive a sum of two hundred seventy-eight dollars (\$278.00), minus normal withholdings, the first full pay period following hire with which to purchase the necessary uniforms.

If there is a separation of employment prior to completing probation, the City shall recover the two hundred seventy-eight dollars (\$278.00), minus normal withholdings, in the operator's final pay check.

Section 4. The City agrees to provide one dress down day per month. Management will issue a dress down policy which can be modified by the agreement of both parties. This section does not apply to maintenance employees.

ARTICLE 34

FELONIOUS ASSAULT INSURANCE

The City will maintain felonious assault insurance in the amount of one hundred thousand dollars (\$100,000) per operator.

PROVISIONS RELATING TO MAINTENANCE EMPLOYEES

ARTICLE 35

DEFINITIONS

The positions in the Maintenance Department shall be Journey Mechanic, Apprentice Mechanic, Bus Service Worker and Bus Cleaner.

Section 1. The employee classification of **Bus Cleaner** shall be maintenance employees who are capable of and can satisfactorily perform any type of vehicle cleaning, such as: cleaning the inside and outside and washing such equipment.

Section 2. The employee classification of **Bus Service Worker** shall be maintenance employees capable of, and as such shall gas, oil, move, clean and wash vehicles or parts as shall be assigned by the City, and who may also be used in cleaning and maintenance of buildings and grounds and perform any other type of service labor.

Section 3. The employee classification of **Apprentice Mechanic** shall be maintenance employees capable, as trainees for the Journey Mechanic classification, of assisting with and making any type of repairs, and of servicing vehicles, and all of their units, as shall be assigned by the City.

An employee becomes an Apprentice Mechanic and enters the Apprentice Program upon being hired into the Apprentice Mechanic classification. After completing two (2) years of service at the Apprentice level, they are eligible to advance to the Journey Mechanic classification. The Apprentice Mechanic must also pass the ASE examination and become certified as an ASE Mechanic, or pass a mutually agreed upon examination.

All employees who are hired as or promoted to Apprentice Mechanic shall be required to pass and maintain any combination of three ASE Certifications in either Truck or Transit categories plus electrical and diesel engine are mandatory:

TRUCK

1. Transmission/Drive Train
2. Brakes
3. Suspension and Steering
4. HVAC
5. Preventive Maintenance

TRANSIT

1. Transmission/Drive Train
2. Brakes
3. Suspension and Steering
4. HVAC
5. Preventive Maintenance

Such certification must be obtained within two (2) years of completing the Apprentice program categories outlined in this Section in order to be promoted to Journey Mechanic.

The employee must maintain his certification in all five categories or his employment with the City will be terminated.

The employee must complete the process by August 31, 2011. If the employee fails to complete the process, his pay will be reduced to the ninety percent (90%) step and will remain at that step until such time as he becomes certified in all five categories.

An employee may request a review of his position under LMC 2.76.100 for possible movement to a Bus Service Worker position.

Any former Journey Mechanic who has been through the Apprentice Program may be rehired as a Journey Mechanic.

Section 4. The employee classification of **Journey Mechanic** shall be maintenance employees capable of performing any repairs, major or minor, on the vehicles and all of their units as shall be assigned for repairs or service by the City.

Section 5. All employees who are Journey Mechanics must be ASE certified or recertified in one (1) of the ASE Truck or Transit categories. The ASE certification shall be maintained by all Journey Mechanics.

All employees who are Journey Mechanics and who do not maintain their certification will be moved to the ninety percent (90%) step in the pay range until such time as they regain their certification. At that time they will be moved back to their original step.

Section 6. The City agrees to pay for one series of examinations for Automotive Service Excellence (ASE) certification once every five (5) years or as required. The employee will pay for the cost of the examination and submit a receipt for reimbursement. The City will provide whatever study materials are available for the ASE examination as are provided to the City by the ASE testing organization. For the purpose of the examination, the City agrees to no loss of time for employees on duty.

ARTICLE 36

WAGE RATES AND CLASSIFICATIONS — MAINTENANCE

Section 1. The regular straight time hourly rates of pay for maintenance employees covered by this Agreement shall be as follows:

For pay commencing August 19, 2010:

	90% Rate	95% Rate	100% Rate
Journey Mechanic	\$20.091	\$21.207	\$22.323
Apprentice Mechanic	\$17.240	\$18.197	\$19.155
Bus Service Worker	\$16.096	\$16.990	\$17.884
Bus Cleaner	\$11.414	\$12.048	\$12.682

For pay commencing August 18, 2011:

	90% Rate	95% Rate	100% Rate
Journey Mechanic	\$20.593	\$21.737	\$22.881
Apprentice Mechanic	\$17.670	\$18.652	\$19.634
Bus Service Worker	\$16.498	\$17.415	\$18.331
Bus Cleaner	\$11.699	\$12.349	\$12.999

Payday to be biweekly, every other Thursday, with pay period ending every other Wednesday. All increases shall be effective the first day of the pay period following the effective date of eligibility for an increase.

Section 2. **WORKING FOREMAN** A maintenance employee appointed by the City as a working foreman shall be paid seventy-five (75) cents per hour over and above the rate allowed to his classification while acting in that capacity.

Section 3. All maintenance employees shall be allowed five (5) minutes at noon and before the end of their shifts for the purpose of washing up. All maintenance employees shall be allowed two fifteen (15) minute breaks during their shifts.

Section 4. All new mechanics and service workers hired as new employees shall be paid at the rate of ninety percent (90%) of their classification for the first six (6) months, then ninety-five percent (95%) for the second six (6) months, and one hundred percent (100%) of the current rate thereafter.

Section 5. **SHIFT DIFFERENTIAL** All maintenance employees who pick the second shift shall be paid an additional fifty (50) cents per hour. The fifty (50) cents per hour shall be included as an addition to their current hourly rate.

All maintenance employees who are temporarily assigned to second shift shall be paid an additional fifty (50) cents per hour for the time actually worked on the second shift.

Section 6. TEMPORARY TRANSFERS When a maintenance employee is temporarily transferred from one classification to another classification affording a higher rate of pay, the employee so transferred shall receive the rate of pay attached to such classification during the period of such transfer.

Section 7. All maintenance employees providing training to other Star Tran maintenance employees shall receive fifty (50) cents per hour additional pay for all time spent in training activities. Training activities shall be assigned to the most senior Journey Mechanics on a rotational basis, unless the most senior trainer requests in writing not to do such training provided, however, when newly-promoted or hired maintenance staff are trained, the most senior maintenance employee in the classification of the newly-promoted or hired staff person being trained shall be assigned on a rotational basis unless the most senior trainer requests in writing not to do such training. The training of all maintenance employees shall be done on a rotational basis at the option of the trainee, with the exception of newly-hired/promoted employees.

ARTICLE 37

OVERTIME

- Section 1.** Maintenance overtime shall be offered on the basis of classification seniority for those holding the jobs for which overtime is offered. Maintenance employees will be paid at the rate of one and one-half (1 ½) times their straight time hourly pay for all work they are required to perform in excess of forty (40) hours in any one work week. Overtime shall be paid only for work performed in excess of forty (40) hours per week. For purposes of computing overtime pay, split vacation days and personal leave holidays (except when combined with pre-bid vacation), and sick leave will not be used.
- Section 2.** All maintenance employees who are required by the City to work on their regularly assigned day off shall be paid for all work performed on that day at one and one-half (1 ½) times their regular straight time hourly rate of pay unless in conflict with Section 1, in which case Section 1 will prevail.
- Section 3.** No time shall be paid for at a rate greater than one and one-half (1 ½) times the straight time hourly rate of pay.
- Section 4.** All voluntary overtime shall be paid at the rate of one and one-half (1 ½) times the straight time rate of pay regardless of Section 1, unless the affected employee is serving a suspension within the pay week.
- Section 5.** **MINIMUM PAY FOR CALL BACKS** In the event that it becomes necessary to call a maintenance employee back to work on his scheduled day off or at a time other than his scheduled hours, he shall be paid a minimum of three (3) hours pay time at one and one-half (1 ½) times his regular straight time hourly rate of pay. The preceding sentence shall not apply to work that is in addition to and immediately preceding or succeeding their regular scheduled hours.
- Section 6.** **OVERTIME SIGN-UP** No employee will be allowed to change the maintenance overtime time sign-up sheet within 24 hours of the shift beginning.

ARTICLE 38

WORK DAY AND DAYS OFF

- Section 1.** Eight (8) consecutive hours of work shall constitute a day's work in the maintenance department.
- Section 2.** The City shall determine the number of maintenance employees needed on each shift in each classification. The garage work schedule with designated days off will be assigned in accordance with classification seniority.
- Section 3.** All maintenance employees shall be entitled to two (2) consecutive days off each week whenever possible.
- Section 4.** This Article is intended to provide a basis for establishing normal work schedules and shall not be construed as a guarantee of hours of work per day or per week.
- Section 5.** Maintenance employees may choose flex-hours with approval of the Maintenance Superintendent. A written request must be filled out and approved by the Superintendent when requesting flex-time. Core hours shall still be observed as 5:30 a.m. – 1:30 p.m. and 1:30 p.m. – 9:30 p.m., with flex-hour start times between 5:00 a.m. – 8:30 a.m. and 11:00 a.m. – 1:00 p.m. Flex-time may be daily, weekly, quarterly or split shift. Quarterly shift change will be done at the regular sign up, and will follow seniority. Daily, weekly, split shift requests will require a twenty-four (24) hour notice.

Management has the right to terminate the flex-time agreement at any time if it appears not to be in the best interest of the City. A notice of at least one (1) week will be given to the employee. The employee has the right to terminate the flex-time agreement at any time with an appropriate notice of one (1) week. Employees using flex-time should be willing to be flexible about their schedule if the City's needs so require, with notice when possible.

ARTICLE 39

ASSIGNMENT OF WORK

Section 1. Seniority and qualifications shall regulate the assignment of work in the maintenance subdivision as hereinafter provided.

Section 2. Beginning or nearing the first of each calendar quarter, and at such other times as the City deems necessary, the City will determine how many of its maintenance employees are needed in each classification on each of its work shifts, including the days off of each of its work shifts, after which the maintenance employees will be permitted to chose their work shift in accordance with Article 10, Section 3. A regular sign-up shall be posted in an appropriate place for seven (7) days in advance of its effective date. When shift sign up has been completed and shift assignments have been completed, shift assignments shall not be changed except in the case of emergencies.

Section 3. It is the general policy of the City, in accordance with its maintenance needs, to use its maintenance employees on work for which they are best qualified, reserving to the City the right to judge qualifications and assign its maintenance employees to such work as it may deem necessary. The maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignment well and efficiently.

Section 4. For the purpose of work shift sign-up, the Apprentice Mechanic and Journey Mechanic will have the same classification. Further, there must be at least one (1) Journey Mechanic assigned to each shift to ensure appropriate training.

ARTICLE 40

EQUIPMENT

- Section 1.** Any equipment belonging to the City that is loaned or furnished to maintenance employees for use in properly performing their duties required by the City, shall be returned to the City in good condition, normal depreciation excepted. The employee will perform such duties with the appropriate and proper equipment and in a safe manner.
- Section 2.** After ninety (90) days of service all bus mechanics shall be eligible to receive a yearly tool allowance not to exceed three hundred thirty dollars (\$330.00). Reimbursement shall be made against validated receipts for same. Not more than fifty dollars (\$50.00) of the unused base of three hundred thirty dollars (\$330.00) may be carried over to the next year.
- Section 3.** The City shall pay the total cost of the maintenance employee's uniform rental. All maintenance employees shall wear uniforms with system insignia as designated by the City. However, the City shall also provide, as an option on request, rental coveralls.
- Section 4.** The City will provide no-cost tool insurance to employees of the maintenance section. This insurance will cover burglary of the premises, fire and wind.
- In order to qualify, maintenance section employees will be required to submit an inventory of their personal tools and each tool covered must be marked with some sort of identification.
- Section 5.** The City shall supply safety glasses to employees who are required to wear safety glasses in the performance of their duties. Safety glasses which are authorized must be industrial grade safety glasses which meet or exceed the requirements of ANSI Specification Z87.1. All employees who are required to wear safety glasses shall also be required to wear side shields, either permanent or snap-on, whenever an eye hazard exists. Solid tinted glasses will not be approved; however, photogray lenses shall be permitted.
- Section 6.** The City agrees to pay an amount not to exceed one hundred seventy-five dollars (\$175.00) toward the purchase of required safety glasses. This excludes the cost of the eye examination which will be the responsibility of the employee. In the event the fees, excluding the examination, exceed the one hundred seventy-five dollars (\$175.00) allowance, the employee will provide his Department Head with a check for the remaining balance. The affected employee will be allowed one (1) replacement of safety glasses every two (2) years. In the event it has not been two (2) years and the safety glasses become unserviceable, or broken on the job, the employee must present a written request for replacement to the Department Head. The replacement of those glasses will be the responsibility of the employee if negligence is proven in any of the above cases within the two (2) year period.
- Section 7.** The employee must obtain a current prescription, and the employee is authorized the use of sick leave to accomplish this examination. The employee will obtain a purchase order from the Department Head or his designated representative prior to ordering the safety glasses. The employee will present the purchase order to the appropriate vendor when ordering. The vendor will contact the Department Head or his designated representative when the glasses are ready for delivery. The

Department Head or his designated representative will then notify the employee who will present himself at the vendor for fitting and pickup.

Section 8. In the event a probationary employee has been issued safety glasses and terminates his employment with the City for any reason during the probationary period, he shall be required to reimburse the City for any expenses incurred in the purchase of safety glasses.

Section 9. The City shall supply rain gear and rubber footwear to be checked out on a daily basis when needed. Rain gear and rubber footwear will be checked in at the end of each shift in good condition.

Section 10. The City shall provide one pair of footwear per year for all maintenance personnel. In the event the employee wishes to purchase a higher priced shoe/boot, meeting the City's minimum specifications, the employee shall have the option of paying the difference between the highest bid price shoe/boot and the price of the shoe/boot actually purchased.

GENERAL CONCLUDING AGREEMENTS

ARTICLE 41

APPLICABLE LAWS, STATUTES, ETC.

This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances and regulations of the United States of America, the State of Nebraska, and the City of Lincoln, Nebraska. Should any part of this Agreement or any provision therein contained be rendered or become or be declared invalid by reason of any existing or subsequently enacted legislation or constitutional amendment, or by a decree of a court of competent jurisdiction, such part of provision shall be and become null and void, but the remaining portion of this Agreement shall remain in full force and effect.

If the City of Lincoln, Nebraska were not to operate the transit system, StarTran, the successor is obligated to honor the ATU/City contract.

ARTICLE 42

WAIVERS

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any subsequent waiver of any breach or condition.

ARTICLE 43

PRIOR AGREEMENTS

Except for the Agreement pursuant to Section 13(c) of the Urban Mass Transit Act of 1964, as amended, this Agreement terminates and renders inoperative all verbal and written agreement between the parties existing or made prior to the effective date of this Agreement.

ARTICLE 44

NOTICES

Notices permitted or required to be served under the terms of this Agreement, unless otherwise specifically covered, shall be sufficiently serviced for all purposes herein when mailed, postage prepaid, registered mail, return receipt requested, to StarTran, 710 "J" Street, Lincoln, Nebraska, for service upon the City; and similarly when mailed to the President of Local No. 1293 of the Amalgamated Transit Union, Lincoln, Nebraska, for service upon the Transit Union, and the date of receipt of such notices shall be the controlling date for all purposes hereunder. Either party may give a change in address to the other through written notice. Notices may also be delivered in person, but proof of such delivery shall be by receipt.

ARTICLE 45

PRODUCTIVITY

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is a common goal of the City and the Union. Individual effectiveness and productivity may be maintained and improved through orientation, primary function training, maintenance of attendance and performance review.

It shall be a combined effort of the City and the Union to attain the ability to achieve maximum yield out of allocated resources by effective management and measurement, cross training, achievement-oriented employees, and utilization of modern technology.

The Union will support and assist in the implementation of methods of increasing department productivity and maintaining safe workplace.

StarTran recognizes that training, particularly for maintenance employees, is vital if we are to continue to upgrade our service and equipment. It is the intent of StarTran to provide opportunities for its employees to improve their technical skills through organized programs that become available to us. As always, such opportunities are conditional and dependent upon work load priorities, budget limitations, support of the employees and their representatives and the benefits to be gained by both management and the employee.

ARTICLE 46

HEALTH CARE AND INSURANCE

Section 1. HEALTH The City shall contract annually with one or more health insurance carriers to provide a group health care plan. If an employee elects single coverage, the City shall contribute an amount equal to ninety-eight percent (98%) of the monthly cost of coverage and the employee's contribution shall equal two percent (2%) of the monthly cost of coverage. If an employee elects 2/4 party coverage, the City shall contribute an amount equal to seventy-eight percent (78%) of the monthly cost of coverage and the employee's contribution shall equal twenty-two percent (22%) of the monthly cost of coverage. If an employee elects family coverage, the City shall contribute an amount equal to seventy-eight percent (78%) of the monthly cost of coverage and the employee's contribution shall equal twenty-two percent (22%) of the monthly cost of coverage.

Section 2. All retired members of the bargaining unit who have not reached normal social security age may participate in the group health care plan for active City employees, provided that each retiree so desiring will execute the required forms in a timely fashion, and further provided that each retiree will be required to pay the full monthly premium at the then current rates subject to any rate increases which may occur from time to time. Such payments will be made by the retiree to the insurance carrier.

Section 3. DENTAL The City shall provide dental insurance to all regular employees who work the required scheduled hours. The City will pay fifty percent (50%) of the monthly premium and the employee will pay fifty percent (50%) of the monthly premium of the City's primary carrier if the employee elects to enroll in dental insurance coverage.

Section 4. LIFE The City shall provide to each regular employee a \$30,000 life insurance policy.

Section 5. POST EMPLOYMENT HEALTH PLAN The City shall provide a Post Employment Health Plan which allows for the accumulation of funds for the future payment of medical expenses and premiums. The amount of dollars paid into the employee's PEHP universal account by the City on behalf of the employee shall be eighteen dollars (\$18.00) per pay period. In addition, upon retirement or death a portion of the employee's sick leave balance shall be added (paid) into the employee's PEHP premium account. The portion paid into the PEHP premium account shall be the total amount payable under Article 15, Section 5.

ARTICLE 47

PENSION

Section 1. PLAN DESCRIPTION During the term of this Agreement, bargaining unit employees not covered by the Police and Fire Pension Plan shall be provided retirement benefits through the City's defined contribution retirement plan established pursuant to Art. II, Section 3 of the City Charter.

Section 2. ELIGIBILITY REQUIREMENTS Any member of the bargaining unit not covered by the Police and Fire Pension Plan is eligible to participate in the City's defined contribution plan in accordance with the terms and conditions established in the retirement plan documents.

Section 3. EMPLOYER CONTRIBUTIONS

- a. **Contribution for employees hired prior to September 1, 2010.** For an employee employed as of September 1, 2010, the employer's contribution will be an amount equal to 6.3% of the employee's compensation up to and including \$4,800.00 plus 12% of the employee's compensation in excess of \$4,800.00.
- b. **Contribution for employees hired on or after September 1, 2010.** For an employee who is hired by the City of Lincoln on or after September 1, 2010, the employer's contribution will be an amount equal to 9% of the employee's compensation.

Section 4. EMPLOYEE CONTRIBUTIONS Any employee who is a member of the bargaining unit who is hired on or after September 1, 2010 and who participates in the City's defined contribution retirement plan shall be required to make a mandatory employee contribution in an amount equal to 7% of the employee's compensation.

ARTICLE 48

DRUG AND ALCOHOL TESTING AND CONTINUUM EMPLOYEE ASSISTANCE

The Transit Union and the City recognize the federal regulations with regard to drug and alcohol testing. The Transit Union and the City will comply with the current drug and alcohol testing policy, and future changes to that policy will be discussed and negotiated to the extent the law allows.

ARTICLE 49

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of the 19th day of August, 2010, and shall remain in full force and effect until the 31st day of August, 2012. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than the 1st day of February, 2012, that it desires to modify this Agreement. If such notice is given, negotiations shall begin no later than the first full week of March, 2012. This Agreement shall remain in full force and effect during the period of negotiations and until terminated in the manner set forth in the following section.

Section 2. In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2010.

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

LOCAL 1293 OF THE
AMALGAMATED TRANSIT UNION

Mayor

President, Local 1293

City Clerk

Vice-President

BUS2010