

AGREEMENT

Between

THE CITY OF DAVENPORT

And

THE AMALGAMATED TRANSIT UNIT

LOCAL UNION NO. 312

July 1, 2021

To

June 30, 2025

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT	1
WITNESSETH	1
ARTICLE 1 – Recognition	1
ARTICLE 2 – Negotiations/Union Business.....	2
ARTICLE 3 – Probationary Period.....	3
ARTICLE 4 – General Definitions.....	3
ARTICLE 5 – Deduction of Membership Dues	3
ARTICLE 6 – Discipline of Employees	4
ARTICLE 7 - Grievances and Grievance Procedures.....	4
ARTICLE 8 – Arbitration and Arbitration Procedures.....	6
ARTICLE 9 – No Strike –No Lockout	7
ARTICLE 10 – City and Departmental Seniority	7
ARTICLE 11 – Leave of Absence – Union Officials.....	8
ARTICLE 12 – Health Examinations	8
ARTICLE 13 – Vacations	9
ARTICLE 14 – Sick Leave.....	11
ARTICLE 15 – Paid Leave	14
ARTICLE 16 – Employee Insurance.....	16
ARTICLE 17 – Deductions – Credit Union – Check Stubs.....	19
ARTICLE 18 – Transportation	19
ARTICLE 19 – Accident Prevention	19
ARTICLE 20 – Accident and Unusual Occurrences Reports	20
ARTICLE 21 – Reduction in Personnel – Re-employment.....	20

ARTICLE 22 – Re-Employment – Cessation of Transit Operations	21
ARTICLE 23 – Seniority – Motor Coach Operators	21
ARTICLE 24 – Runs, Day off – Motor Coach Operators.....	21
ARTICLE 25 – Run Selection and Assignment.....	22
ARTICLE 26 – Vacancies	24
ARTICLE 27 – Operation – Extra Board.....	24
ARTICLE 28 – Operation – Courtesy Board.....	26
ARTICLE 29 – Layoffs	27
ARTICLE 30 – Operation – Open Run Assignment.....	27
ARTICLE 31 – Miss-outs.....	27
ARTICLE 32 – Uniforms.....	28
ARTICLE 33 – Commercial Driver’s License	28
ARTICLE 34 – Minimum Pay Provisions	29
ARTICLE 35 – Time Allowances	29
ARTICLE 36 – Wages, Rates, and Classifications Motor Coach Operators	30
ARTICLE 37 – Overtime – Motor Coach Operators.....	30
ARTICLE 38 - Separability	31
ARTICLE 39	31
ARTICLE 40	31
ARTICLE 41 – Cost of Printing Agreement	31
ARTICLE 42 – Employee Involvement Committee (EIC).....	31
ARTICLE 43 – Tuition Reimbursement	31
ARTICLE 44 – Charters	32
ARTICLE 45 – Bulletin Boards.....	32
ARTICLE 46 – Bargaining Unit Work	32
ARTICLE 47 – Part-time Operators.....	32

ARTICLE 48 – Retirement Health Saving Plan..... 34
ARTICLE 49 – Duration of Agreement 35

APPENDICES

APPENDIX A Salary Schedules

APPENDIX B Statement of Waiver and Election

APPENDIX D Letter of Understanding/Part-Time Operators

APPENDIX E Summary of Insurance Benefit

APPENDIX F Side Letter/Administrative Policy

APPENDIX G Employee Shuttle Service

APPENDIX H Electronic Equipment

AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Davenport (operating through its Department of Mass Transit), and its successors or assigns, hereinafter called the "Employer"; and Local No. 312 of the Amalgamated Transit Union, hereinafter called the "Union".

WITNESSETH:

That the Parties hereto contract and agree as follows:

GENERAL PROVISIONS

ARTICLE 1 **Recognition**

Section 1. The employer recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the Union as the exclusive bargaining representative of all its employees covered by this Agreement. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating employees included within the classifications of employees as set forth in the wage sections of this Agreement. The Employer will furnish the Union with copies of all job descriptions of the classifications included in this Agreement.

Section 2. When the term "employee" is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

Section 3. The Employer shall retain the sole right and authority to operate and direct the affairs of the Transit Department in all its various aspects. Among the rights retained by the Employer is the Employer's right to direct the working forces; to plan, direct and control all the operations and services of the Transit Department; to schedule and assign work; to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific written provisions of this Agreement.

Section 4. Rules and regulations governing the operation of each department shall be made available to each employee.

Five days prior to the enforcement of a new rule or regulation, the Employer shall provide the Union president or designee a copy of the rule or regulation. If immediate issuance of a rule or regulation is necessitated by an emergency, the Union shall be notified as soon as is reasonably possible and in no event shall this be later than the day of issuance.

Any dispute with respect to rules and regulations may be subject to the grievance procedure as defined in Article 7, providing however, that any grievance of a Management Right as stated in Chapter 20 of the Iowa Code, shall not be subject to the arbitration procedure. Nothing contained herein shall supplant the lawful authority of the Civil Service commission or be deemed to deny the right of any employee to submit a grievance alleging violation of any provision herein.

The Employer agrees that an allegation of arbitrary, capricious or discriminatory application of its rules and regulations and operating procedures and the reasonableness of

same, shall be subject to the grievance procedure as expressed in this section and Article 7 of the Agreement.

Section 5. In accordance with applicable Federal and State law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, religion, creed, color, national origin, age, physical or mental disability, gender identity, sexual orientation, or sex.

ARTICLE 2 **Negotiations/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 Employer and the regularly elected officers of the Union or duly accredited committee thereof, composed of employees of the Employer, with or without the assistance of International representative of the Amalgamated Transit Union.

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

Section 3. Members of the Union negotiating committee, up to a maximum of three (3) employees, shall suffer no loss of pay for time spent in collective bargaining negotiations with the Employer during the twelve (12) month period immediately preceding the termination or renewal of this Agreement. This provision shall also apply to the negotiations leading to the conclusion of this current Agreement.

Members of the committee who are scheduled to work on the day of negotiations shall not have to report for work and will receive eight (8) hours pay for the day. Bargaining sessions will be scheduled at mutually agreed to times.

Section 4. Members of the Union who may be elected or appointed to any office of the Union, either local or international, which requires absence from the service of the Employer, shall be granted a leave of absence without pay and without loss of seniority to attend to the duties of such office. Any employee granted a leave of absence under this Article shall be entitled to resume his regular duties at the conclusion of the Leave of Absence at the then current rate of pay. A Leave of Absence under this Article shall be granted only upon written application, therefore, and shall not be granted if requests for Leaves of Absence are in such numbers as to be a detriment to the services of the Employer.

In addition, leaves of absence with pay shall be granted, to the extent that there is no interference with the Transit Department's operations, to employees who are selected, delegated or appointed to attend conferences for the Union for a maximum of eighty (80) hours per fiscal year for the entire Union.

Section 5. Union/Management Meetings. Representatives of the Union and the employer shall meet quarterly at a mutually agreeable time or at the request of either party. Agenda items shall be exchanged at least one week in advance of the meeting. A maximum of three (3) employees will receive pay for the attendance of such meeting at their applicable rate.

ARTICLE 3
Probationary Period

Section 1. All new employees coming within the scope of this Agreement shall be on probation for a period of six (6) months from the date they report for work. Such probationary period shall constitute a trial period during which the Employer is to judge the ability, competence, fitness and other qualifications of the new employees to do the work for which they were employed. During such probationary period, the Employer may discharge the employee at any time and its right to do so shall not be questioned by the Union. The Union shall not assert or present any grievance on behalf of any such new employee because of any disciplinary matter or occurrence up to and including discharge whatsoever falling within such probationary period. Probationary employees shall be permitted to bid on a regularly assigned run.

ARTICLE 4
General Definitions

Section 1. The following terms, words and phrases shall have the definitions, for purposes of this Agreement, as hereinafter stated:

- (a) Dead Head Time is time required by a Motor Coach Operator to transport a coach to a designated point to start a run, or delivering a coach to the garage at the end of a workday. Passenger service will be provided during this time.
- (b) Physician is any person licensed to practice any of the healing arts.
- (c) Preparatory Time is the time required of an employee to complete reports and/or paperwork required by the Employer and to conduct a safety check of the coach.
- (d) Reports constitute a work assignment.
- (e) Work is service rendered to and on behalf of the Employer.
- (f) Split Run Assignment is a regularly assigned run so constructed as to be composed of two (2) or more assignments with an interval between such assignments.
- (g) Report Operator – Full Time Operator. A Report Operator is a person ready to be deployed as directed by management including, but not limited to, filling and completing unscheduled open work.
- (h) Extra Board Operator – An Extra-Board Operator is a person who is assigned open work as directed by management.
- (i) Stand By Operator – A Stand By Operator is a person who is on report for a designated period of time.
- (j) Hold Down – A Hold Down is a vacation that is being filled by an Extra Board Operator.

ARTICLE 5
Deduction of Membership Dues

Section 1. The Employer agrees to deduct the regular monthly membership dues, fines and assessments, and voluntary contributions of the Union from the pay of the Union members on the first pay period of each month and remit the same to the Financial Secretary of the Union within ten (10) days after the date of their deduction, provided such members individually and voluntarily authorize and request the Employer in writing to make such deductions. Such authorization and request shall also authorize the Employer to base the deductions on a list to be furnished to it each month by the Financial Secretary of the 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. 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 Union that such change in the amount of membership dues has been brought about in accordance with the Constitution and By-Laws of the Union.

ARTICLE 6 **Discipline of Employees**

Section 1. Employees shall be provided a copy of all disciplinary notices, discovery materials, or reports that are placed in their personnel file. In addition, employees will be informed of customer or citizen complaints that are made part of their file. An employee shall be permitted to inspect their own personnel file. If they wish to file a written statement with respect to any information contained therein, they may do so and said statement shall be made part of the file so long as the information they are responding to remains a part of the file.

Section 2. The Employer will notify the employee or employees concerned of its intention to take disciplinary action within five (5) working days, (excluding the day of the incident), of the Employer's becoming aware of an incident warranting discipline, etc.

Disciplinary action will be initiated within five (5) working days of notification to take disciplinary action except in those cases that circumstances may require additional time. Employees shall be notified of disciplinary action in writing, in person, and in a manner that respects the individual's right to reasonable privacy as a City employee. The employee and the union shall be provided with copies of all disciplinary actions that are placed in their file. However, upon the written request of the employee, the City will not provide the union with a copy.

Section 3. Employees shall be entitled to have present upon their request an official of the Union, and/or an attorney, at any disciplinary meeting with the Employer or other meetings where the employee feels that an official of the Union should be present. A request for representation shall not be denied. The grievant and the grievance representative of the union shall be permitted time off with pay to attend to the first, second, and third step of the grievance procedure if such meeting time cannot be heard outside the regular time of work.

Section 4. The City shall provide a complete copy of all rules, regulations and Administrative Policies to each driver and the Union. The City shall maintain and update all copies.

Standard Operating Procedures and notices shall be signed, dated, and maintained in a binder at each of the Transit facilities. Temporary notices shall be signed and dated and will be in effect only for the period of time specified.

ARTICLE 7 **Grievances and Grievance Procedure**

Section 1.
A grievance is a dispute between an employee or the Union and the City involving the interpretation or application of this Agreement.

Section 2.
A grievance shall be processed in the following manner:

Step 1:

Grievance shall be presented first to the Transit Manager or his/her designated representative. Grievances shall be in writing and signed by both the aggrieved employee and the appropriate union representative. The City shall give it's written response, including the reason(s) in support of the action taken within five (5) business days after such presentation.

Step 2:

If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Public Works Director within five (5) business days after the department's response in Step 1 and shall be signed by both the employee and the Union representative. The Public Works Director, or his representative, shall discuss the grievance within five (5) business days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Public Works Director or his representative shall give the City's written answer, including the reason(s) for the action taken, to the Union within five (5) business days following their meeting.

Step 3:

If the grievance is not settled in Step 2, and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources, within five (5) business days after the City's answer in Step 2. A meeting between the Director of Human Resources and the chief Union representative shall be held at a time mutually agreeable to the parties, which shall be within ten (10) business days after the date of filing the appeal to Step 3 by the Union.

If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources and the Union. If no settlement is reached, the Director of Human Resources shall give the City's written answer, including the reason(s) for the action taken, to the Union within ten (10) business days following the meeting. Extensions must be in writing and mutually agreed upon by the City and the Union.

If the grievance is not settled at Step 3, within seven (7) business days of receipt of the answer of the City Director of Human Resources, the grieving employee and/or the Union must elect to proceed to arbitration or the Civil Service Commission. As a precondition for processing any grievance to arbitration, the grieving employee shall execute a Statement of Waiver and Election.

Section 3.

Time limits should be strictly adhered to by both parties. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance, or within five (5) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the relief requested by the Union shall be granted. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step with the consent of the grievant and the terms of the extension specified therein. The term "business days" as used in this Article shall mean the days Monday through Friday, inclusive, and excludes Saturdays, Sundays and holidays on which City Hall is closed.

If a grievance is filed by an employee, the City and the Union, by mutual written agreement, may by-pass Steps One (1) and Two (2), and said grievance may be initiated at Step Three (3) of the procedure pursuant to Section 7.1.

ARTICLE 8
Arbitration and Arbitration Procedures

Section 1: In the event either the Union or the Employer shall have demanded that a grievance be submitted to arbitration as herein provided, the following procedure shall be observed:

First: Within five (5) days after one party shall have duly served a demand for arbitration upon the other party, each party shall:

- (a) Appoint one (1) person to serve as its member of a Board of arbitration.
- (b) Notify the other party of such appointment in writing.

Second: The two (2) arbitrators so appointed by the Employer and the Union shall meet and endeavor to settle and determine the dispute created by the grievance in question. If they fail to settle and determine the dispute within five (5) days after a date has been set for a meeting agreeable to the respective arbitrators, the parties shall then promptly proceed to the selection and appointment of a third and impartial arbitrator, who, when so selected and appointed, shall act as Chairman of the Arbitration Board as so finally constituted. In the event the two (2) arbitrators first selected do not come to an agreement within five (5) days as aforesaid, and fail to agree, upon a third and impartial arbitrator within five (5) days after the date of their first meeting, then the parties shall make application to the Federal Mediation and Conciliation Service for a list of five (5) arbitrators from which the parties shall each strike two (2) persons from such list, in the following manner: The Union shall first strike one (1) name and the Employer shall strike a second. The Union shall then strike a third name and the Employer shall strike a fourth. The person thereafter remaining on the list shall be the third arbitrator. This process shall be concluded within thirty (30) working days.

Section 2. If one of the arbitrators named by the parties hereto dies, resigns, or for any other reason is unable to act, the party appointing him shall name his successor within five (5) days after such death, resignation or withdrawal. If it shall become necessary to appoint a successor for the third and impartial arbitrator, such successor shall be selected in the same manner as the original third and impartial arbitrator was selected. Any such successor arbitrator shall act with the same power and authority as though originally appointed.

Section 3. Civil Service Commission.

An employee and the Union may elect to pursue a remedy through Civil Service proceedings if the issue is jurisdictional to the Commission. It is understood that such appeal is in lieu of arbitration. To preserve appeal rights, an employee must file such appeal within the required time limits established in Iowa code Section 400.20. Both the City and Union commit to a good faith effort to be made to resolve the issue by utilizing the first three Steps of the grievance procedure prior to the scheduled hearing date for the appeal.

Section 4. No later than sixty (60) days after the selection of the third arbitrator, the Board of Arbitration shall meet and organize at Davenport, Iowa, at such time as may be mutually agreed upon between the parties and shall thereafter continue to meet on every day that it is practical for them to meet until all of the evidence and arguments have been received. The board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement, and all arbitration proceedings hereunder shall be conducted in Davenport, Iowa.

Section 5. The decision of a majority of the Board of Arbitration shall become final and binding on the parties to this Agreement when delivered to them in writing. Any minority member of the Board of Arbitration shall have the right to indicate his dissent to all or any part of any decision that may be handed down.

Section 6. The parties hereto shall each pay the fees and expenses of the arbitrator of its own selection. The fees and expenses of the third and impartial arbitrator, as well as other joint expenses incidental to the arbitration, shall be borne equally by the parties.

Section 7. The terms "days" as set forth in this Article shall exclude Saturdays, Sundays, and holidays.

ARTICLE 9 **No Strike - No Lockout**

Section 1. The Union agrees that during the life of this Agreement there shall be no sympathetic strike for any outside cause or grievance and in case of disagreement or dispute between the Employer and the members of the Union, the Union agrees that they will not strike but will settle all grievances as provided in this Agreement. In the event the right-to-work law is repealed in the State of Iowa, the Employer will agree to a Union shop clause.

The parties recognize and acknowledge that the employees covered by this Agreement will be required to work in the State of Illinois, as well as the State of Iowa. Illinois public employees are entitled to strike under the laws of the State of Illinois. It is agreed that if a strike occurs in the State of Illinois, no employee covered by this Agreement shall be required to cross a picket line and the Employer shall make every effort to continue service.

ARTICLE 10 **City and Departmental Seniority**

Section 1. The Date of Employment of all employees covered by the Agreement with the Employer or the operating predecessor of the Employer's Department of Municipal Transportation shall be deemed to be correctly established as of the effective date of this Agreement.

Employees who transfer to the Department of Municipal Transportation from other departments of the Employer shall be credited with employment seniority for all continuous service since their last date of hire to a full-time permanent position with the Employer, or such continuous service as they would have had if no transfer had occurred.

Section 2. Employment seniority shall govern for the purposes of vacation and sick leave accruals and accumulations, pension eligibility under the Iowa Public Employees Retirement System, and such other benefits as are dependent upon length of service with the Employer.

Section 3. For other seniority purposes specified in this Agreement departmental seniority as defined in Article 23, Section 1 shall apply.

Section 4. The Employer agrees to keep posted in an accessible place an up-to-date seniority list showing the name, employment seniority and Departmental Seniority of all employees covered by this Agreement.

Section 5. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- a. Quits; or
- b. is discharged for just cause; or
- c. retires or is retired; or

- d. is absent without just cause for two (2) consecutive days without notifying the Employer; or
- e. is laid off and fails to report for work without just cause within ten (10) days after having been recalled by registered mail, or fails to inform the Employer of his or her intent to return to work after receipt of the notice; or
- f. does not report for work at his scheduled time for his second scheduled workday or duty day after the termination of an authorized leave of absence.

ARTICLE 11
Leave of Absence - Union Officials

Section 1. Employees applying for reinstatement after a Leave of Absence of thirty (30) days or more must be able to qualify for the job under the then existing employment standard of the Employer 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 in such vacancies, new positions or changes.

Section 2. The period of a Leave of Absence shall not be considered as time worked or as service with the Employer within the meaning of any of the other previous provisions of this Agreement.

Section 3. The Employer shall provide a letter to each employee who is granted Leave of absence under this Article which shall authorize the Leave of Absence and set forth any other pertinent information in connection therewith. A copy of such letter shall be placed in the employee's personnel file.

Section 4. Leaves of Absence not to exceed thirty (30) days may be granted by the Employer for any other purpose not consistent with this Article or other provisions of this Agreement.

ARTICLE 12
Health Examinations

Section 1. The Employer 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. In any such case, the examining physician shall be selected by the Employer and the cost of such examination shall be paid by the Employer. Any such examination conducted under this Article upon the requirement of the Employer shall not result in loss of pay to the employee.

Section 3. As a condition of continued employment with the Employer, any such examination shall set forth the physical and mental condition of the employee and state whether the same relates to or affects the capability of the employee to perform the duties of his or her job and, if so, in what manner.

Section 4. Should any such physical examination reveal a physical or mental condition caused by disease, defects or disabilities of a temporary or curable nature, and the employee

involved is willing to have such treated and provided such condition shall not, in the opinion of the examining physician, constitute a danger to the employee, fellow employees, or the public:

(a) The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to his ability safely to do so; or

(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 his/her physical or mental condition to again perform the duties for which he/she was employed; provided, however, such Leave of Absence shall not extend for a period of more than twelve (12) months and the seniority of the employee involved shall be unaffected thereby. Any employee on Leave of Absence because of a physical or mental condition which affects his/her job will be required to supply the Employer with a physician's report covering his/her condition.

(c) The Employer shall require that the examining physician provide a written report setting forth the nature, extent, and results of the physical examination to which the employee was subjected. A copy of all written reports obtained from the

Employer's examining physician shall be made available to the employee.

If an employee is absent under this provision for more than ninety (90) calendar days, then the provisions of the City's Long Term Disability Program shall be available. Seniority and health insurance benefits will be maintained for a maximum of eighteen (18) months.

Section 5. Any employee who fails to pass a physical examination required by the Employer may, at his/her option, have a review of his/her case in the following manner:

(a) The employee may employ a licensed physician of his/her own choosing and at his/her 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 Employer. A copy of the findings of the physician chosen by the employee involved shall be furnished to the Employer; and, in the event that such findings verify the findings of the physician employed by the Employer, no further medical review of the case shall be afforded;

(b) In the event that the findings or opinions of the physician chosen by the employee are not in agreement with the findings of the physician employed by the Employer, the Employer at the written request of the employee involved will ask that the two (2) physicians agree upon and appoint a third qualified licensed and disinterested physician to conduct a further physical examination of the employee involved, and the findings of a majority of the three (3) 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 Employer and the Union or employee.

Section 6. Any employee required by the Employer to undergo a physical or mental examination as prescribed in this Article shall not be charged with or lose any accumulated pay or benefits in connection with any time off or away from the job for the purpose of such examination. It is the policy of the City that employees must use accrued sick leave, vacation time, and bonus holidays in that order before they may be placed on unpaid leave of absence. Employees may request a waiver of this policy under unusual circumstances, with the decision being at the discretion of the Employer.

ARTICLE 13 **Vacations**

Section 1. General.

(a) Employees shall be entitled to vacations in accordance with this Agreement.

(b) Vacation shall be granted freely provided employees can be spared from their duties. The basis for pay for all full day leaves will be 8 hours for run time. Denial of vacation requested by an employee shall be based upon factors which are reasonable and equitable.

(c) Management is responsible for determining when and the extent to which vacation is to be granted as well as the responsibility of requiring vacation to be taken when circumstances require such action. Adequate planning must be taken in advance to provide scheduled vacation periods.

(d) The Employer and the individual employees shall have mutual responsibility to cooperate in the scheduling of vacations, bonus days or holidays and may be required to reschedule the same. Any employee affected by such a callback or delay in using vacation, bonus days, or holidays, shall be permitted to return to vacation status at the conclusion of the emergency or to reschedule the same to the earliest available opportunity, and "emergency" as used in this subsection (d) means:

Sudden, unexpected occurrence demanding immediate action, as determined by the Mayor or City Council, or their designated representative, which interrupts or is likely to interrupt Citywide Transit operations; and which cannot be accommodated by the shifting of available employees; and which necessitates the calling of employees who are on vacation, bonus days, or holidays, or scheduled for such immediate leave. The Employer shall notify immediately the President of the Union or his designee of any such emergency, which necessitates a callback of employees from vacation, bonus days, or holidays, or a delay in any such activity by employees.

(e) The vacation year is from the anniversary date of employment of the employee.

Section 2. Request for Approval of Vacation.

(a) Between December 1 and 15 of each year, the Employer shall post the current seniority list for vacation sign up. Eligibility of employees shall be determined by the accrual of vacation hours earned by the conclusion of the vacation period requested. Each employee shall bid a vacation in accordance with their date of Department seniority. Employees may at their option substitute personal, casual or bonus days for vacation days provided the vacation time is due to the employee. Vacations may be extended with prior approval from the Transit Manager provided the time is available.

(b) Accrual of vacation by employees shall be governed by Section 3 of this Article. The Employer and employee shall have mutual responsibility to cooperate in the scheduling of vacations. The needs of the Transit Operator and the availability of personnel shall be taken into consideration in the scheduling and use of vacation.

(c) Employees shall schedule vacations in advance whenever possible. Employees may use vacation time for personal and family emergencies or other good cause, in which case approval thereof may be granted retroactively by the Transit Manager.

(d) Requests to use unaccrued vacation time will be approved on the basis of individual circumstances and will be the exception rather than the rule. Written requests to use unaccrued vacation must be submitted to the Transit Manager for final approval.

(e) Upon forty-eight (48) hours' notice and with the approval of the Transit Manager or his designee, one (1) hour vacations shall be allowed provided the employee can be spared from his or her duties.

(f) Any vacation that is cancelled shall be posted for re-bid within three (3) working days of written notification by employee.

(g) Employees may request a maximum of 4 additional Saturdays off per run bid.

(h) Single day off request shall not be submitted earlier than the first day of the current run pick for days off during the next run pick.

(i) Upon receiving permission from the Dispatcher, any two employees of the Transit Department shall be permitted to cover the other's work. These agreements shall be arranged between the drivers and compensated between the drivers.

Section 3. Accrual of Vacation. Employees shall accrue vacation as follows:

(a)

Years of Service	Days	Hours of Paid Leave
0-4	10	80 Hours
5-9	15	120 Hours
10-14	20	160 Hours
15-19	25	200 Hours
20 and over	30	240 Hours

(b) Each employee employed as of the effective date of this Agreement shall accrue vacation at the rate provided in this Section 3 based upon the total number of years of service of the employee computed from the anniversary date of employment of the employee.

(c) Unused vacation shall accrue until it reaches three-hundred sixty (360) hours as of the end of the calendar year. No more than three-hundred sixty (360) hours of vacation shall be carried over from one calendar year to the next. Schedule thereof shall be at the discretion of the Employer.

(d) If a holiday falls within a period in which the employee is on vacation, such holiday will not be charged as vacation.

(e) Pay for accrued vacation not in excess of forty-five (45) days shall be made to each employee:

1. Upon termination;
2. In case of reduction in force;
3. At the end of any calendar year in which an employee is unable to use such vacation due to the needs of the employer;
4. Upon retirement; and
5. Upon the death of an employee, in which latter case, the accrued vacation shall be paid to the employee's estate, next of kin, or beneficiary as designated under the applicable retirement system.

(f) Employees with at least three (3) earned weeks of vacation may elect, with thirty (30) days written notice, to receive pay in lieu of vacation. This provision is limited to a one (1) week conversion only during the fiscal year.

ARTICLE 14 **Sick Leave**

Section 1. General.

(a) All regular employees shall accrue and use sick leave in accordance with this Agreement and not otherwise.

Section 2. Definitions.

Sick leave is hereby defined to mean absence from duty of an employee because of any of the following:

(a) Incapacitation for duty because of sickness, injury or pregnancy.

(b) Absence for medical, dental, chiropractic, or optical examination or treatment, at the discretion of the Transit Manager.

(c) Affliction of a member of the immediate family with a contagious disease, if the presence of the employee at his place of duty would jeopardize his fellow employees.

A contagious disease is defined as a disease subject to quarantine or requiring isolation or restriction of movement of the patient by health authorities.

(d) Attendance upon a member of an employee's immediate family seriously ill or due to pregnancy and requiring the care and attendance of such employee.

Immediate family of an employee is defined to mean husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-parents, and step-children. Sick leave used for this purpose is limited to three (3) days. An extension may be granted by the Transit Manager, depending upon the circumstances, at his discretion.

(e) No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:

(1) Disability from any sickness or injury purposely inflicted or caused by any willful misconduct.

(2) Sickness or disability sustained while on Leave of Absence when such leave is in excess of two (2) weeks. Sick leave with pay shall not commence until the date the employee was to have returned to work.

(f) Leaves granted under this article will be administered according to the rules and regulations contained in the City Administrative Policy on the Family and Medical Leave Act.

Section 3. Requirements.

(a) Sick leave must be supported by a doctor's statement, except as provided in subsection (e) of this section. In case of suspected abuse, the Employer may require an employee to furnish a doctor's statement at the employee's expense, substantiating the illness or injury. The Employer may require the employee to be examined by a physician designated by the Employer at the Employer's expense.

(b) An employee who is absent due to sickness must notify his or her supervisor thereof at least one (1) hour before the employee's shift starts and upon return to work.

(c) In cases of extended sick leave, the employee may be required to appear for a physical examination in accordance with Article 12 Section 4 of this Agreement.

(d) Employees, to the extent possible, shall attempt to schedule medical, chiropractic, dental, and optical appointments, examinations, and treatment on regularly scheduled day off. If this is not possible, the employee may utilize sick leave for such purpose.

(e) An employee may be off sick for up to three (3) consecutive days without providing a doctor's statement, provided that he or she otherwise qualifies for sick leave under the terms of this Article, and provided that the Employer may require the provision of a doctor's statement in cases where abuse of this provision is suspected.

(f) In any case of suspected abuse regarding the utilization of sick leave, the Employer may at its discretion, require an employee to obtain a doctor's statement or other proof of evidence in accordance with subsection (a) of this section.

(g) Employees with perfect attendance during the term of this contract shall receive one hundred dollars (\$100) to be paid within 60 days from the end of the fiscal year.

Section 4. Accrual and Computation of Sick Leave.

Employees are entitled to sick leave accrual as follows:

(a) Commencing with the first month of employment, 4.6154 hours accrual per pay period, a maximum of fifteen (15) days per year.

(b) Charges against sick leave will be made in terms of one-half (1/2) hour increments.

(c) Sick leave shall automatically terminate on the date of separation or retirement of the employee or on the date an ordinary disability allowance under the retirement system becomes effective.

(d) Sick leave will be allowed to accumulate up to 960 hours.

(e) Sick leave shall automatically terminate upon termination of employment. Effective July 1, 1987, accrued sick leave in excess of 720 hours will be credited to those employees with

a severance reserve. Upon retirement, death of an employee or termination, 75 percent of the employee's credited sick leave reserve will be paid to the employee or his/her next-of-kin respectively at the employee's regular hourly rate of pay as of July 1, 1987.

Section 5. Administration of Sick Leave Systems.

(a) The Transit Manager shall in each case of absence from duty of an employee examine into and ascertain the facts as to the cause of such absence. The Transit Manager shall maintain appropriate records showing accrual and use of sick leave by employees so that the total sick leave accrued and used by each employee can be ascertained at any time. Absence, under this Agreement, in excess of accrued sick leave must be reported so that appropriate payroll deductions can be made.

(b) In the event an employee has used all available paid leave, the Employer may, at its discretion advance up to one hundred twenty (120) hours of additional sick leave. The Employer shall consider the employee's seniority and work history in connection with any application to advance sick leave. The Employer shall act upon such application to advance sick leave so that there shall not be an interruption in payment of benefits. Upon return to work, an employee who has received advance sick leave shall not accrue sick leave until the amount advanced has been repaid.

(c) This Agreement shall not apply to any case of physical injury to an employee arising out of and in the course of his employment, nor in any case in which a hazard or exposure incurred or suffered by an employee in the course of his employment materially contributes to any disability of an employee in respect to which the obligations of the Employer are prescribed by statute. In all such cases, all questions relating to the length of leave of absence, the payment of salary during such leave, and the rate of salary are expressly reserved to be disposed of by the City Council in accordance with statute and the respective equities of the several cases.

(d) In accordance with the provisions of Article 12, no employee who is on a leave of absence due to a temporary disability shall suffer loss or impairment of seniority or other rights during the first year of any period of leave of absence on account of such disability, but the position may be temporarily filled at any time during his absence from duty.

The Employer shall continue coverage of health and life insurance in accordance with the provisions of Article 12. The employee may, if he so desires, continue health coverage for the period specified by COBRA.

(e) Sick leave may be used to supplement worker's compensation disability payments as follows: Normal FICA, IPERS, Federal Withholding and State Withholding shall be deducted from regular bi-weekly gross wages. The remainder shall then be reduced by twice the amount of wages to be supplemented. The number of hours of sick leave to be paid shall be determined by dividing the amount to be supplemented by the employee's hourly rate of pay and rounding to the next higher quarter hours. When regular work hours are recorded in the same pay period, the sick leave supplement will be reduced by the number of regular hours recorded. When Worker's Compensation and sick leave are totaled, employees will receive approximately the same take-home pay as though they were working their normal hours.

(f) Employees who are disabled due to medical reasons will be entitled to exhaust all of their accumulated sick leave hours prior to applying for long term disability benefits. They may, however, at their option apply for long term disability benefits after a 90-day waiting period in accordance with the provisions of the long-term disability plan in lieu of their accumulated sick leave.

Inability to work as a result of a pregnancy related disability will be considered as any other disability for purposes of eligibility for benefits for sick leave usage and long term disability.

ARTICLE 15
Paid Leave

Section 1. General

- (a) All regular employees shall be allowed excused leave in accordance with this Agreement and not otherwise.
- (b) Excused absence is an absence administratively authorized or approved which does not result in a charge of any kind of leave with pay or loss of basic salary.
- (c) Excused absences will be authorized on an individual basis.

Section 2. Employees shall be entitled to pay for the following:

- (a) Legal Holidays.
 - (1) The following are recognized as holidays, provided further, that should any holiday fall on Sunday, the following day will be recognized as the holiday:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Employee's Anniversary
Labor Day	(date of employment)
Veteran's Day	3 Casual Days each fiscal year

Work on New Year's Day and Christmas Day will be on a voluntary basis. Any hours not volunteered for would be assigned in reverse seniority.

(2) All full-time employees other than temporary employees will be granted the holidays specified provided that they otherwise qualify under the terms of this Article. In the event an employee's birthday or anniversary falls on a legal holiday, the employee may elect to take the birthday or anniversary day on another day by mutual agreement.

(b) (1) In addition to the thirteen (13) holidays set out in subsection (a) above, each employee who has five (5) or less "miss-outs" (as defined in uniform work rules) during the fiscal year shall be entitled to a personal bonus holiday to be taken during the following fiscal year. Employees who use forty (40) hours or less of sick leave during the fiscal year shall be entitled to a personal bonus holiday to be taken during the following fiscal year.

(2) Probationary employees are eligible for casual days dependent on their date of hire. However, they may not take same during the first four months of their employment. The following will determine if a new employee will receive one or two casual days. Employees hired prior to January 1 will be eligible for two casual days and employees hired after January 1 will receive one casual day.

(3) An employee shall forfeit his or her rights to payment for any such holiday if he or she has a miss-out or an unexcused absence on his or her last regular working day preceding, the day of, or the next regular working day following such holiday. An absence supported by a doctor's excuse (Medical Doctor (M.D.), Doctor of Osteopathic (D.O.), Physician's Assistant (P.A.), chiropractor, eye doctor, or dentist) shall be considered an excused absence. However, if an employee has an unexcused absence on the last regular day preceding such holiday or on the next regular day following such holiday, but nevertheless actually works on said day on a later run or shift, or he or she works on the courtesy board or extra board, he or she shall be entitled to payment for such holiday.

(4) Nothing herein shall be interpreted to abridge the employer's right to schedule employees for work on any Holiday. Employees required to work on New Year's Day,

Martin Luther King Day, Veteran's Day, Independence Day and Christmas Day shall be paid at the rate of time and one-half, in addition to receiving holiday pay.

(5) With prior approval of the Transit Manager, employees may schedule their birthday and anniversary day holiday at a time other than the actual date. If scheduling demands do not permit the time off, the employee may request payment for the holiday during the next pay period. Personal holidays that are not granted within 30 days from the birthday or anniversary because of scheduling difficulties, will be compensated for in full with the last pay period of the contract year in addition to casual or bonus days not used during the contract year.

(6) In addition to the above schedule, any other day that the Mayor of the City would designate by proclamation as a special holiday for all City employees, shall be considered a holiday for purposes of this Section.

(7) In the event of a conflict of scheduling a personal holiday, departmental seniority will control.

(c) Religious Holidays.

(1) It is the policy of the Employer to permit absence from work for employees who desire to observe religious holidays of their faith. Where circumstances permit, the Transit Manager may rearrange work schedules to provide an alternate work time. Such will be charged to annual leave or if no leave is available, to leave without pay.

(d) Court Attendance.

(1) In case any employee covered by this Agreement is required by the Employer to appear in court as a witness, in any Court of judicial proceeding involving the Employer, he shall be paid for the difference between the compensation he would have received if he had worked and any sums actually received as court fees (excluding mileage fees). In the event he is required by the Employer to appear in court as aforesaid, at a time when he would not be

performing his regularly assigned duties, he shall be paid for all time so spent at one and one-half times his regular straight-time hourly rate of pay.

(2) Time spent in attending court as aforesaid will be considered toward the forty (40) hour guarantee.

(e) Voting.

(1) It is understood that employees will be allowed time-off to vote on election days (regular and special) should their hours of duty conflict with the hours that polls are open.

(f) Jury Duty.

(1) It is the civic responsibility of employees to respond to calls for jury and other court service. Department heads shall release employees for jury duty except in those instances where the public interest is better served by the employee remaining on duty. All exceptions to this policy must be approved by the Employer.

(2) When an employee is called for duty as a juror, he must submit the court order, if one is issued, as far in advance as possible. Written evidence from the Court Clerk of his attendance at Court is required to show the dates of his attendance at Court and the dates and hours of service.

(3) An employee who is required to serve on a jury during his scheduled work hours shall be paid the difference between his jury fees (including mileage fees) and his straight-time hourly rate of pay for up to 8 hours for regular or extra board operators for time missed because of jury duty.

(4) Time paid for jury service will be counted toward the forty (40) hour guarantee.

(g) Christmas and New Year's Eve Runs.

(1) On Christmas Eve, service will end at the completion of the last trip scheduled to arrive at the end-of-line at or close to 3:00 pm and no employee will suffer a loss of

pay. Including deadhead, no driver shall be scheduled to work beyond 3:30 pm. On New Year's Eve, runs will be completed as scheduled for the specific day of operation and no employee will suffer a loss of pay.

(h) **Funeral Leave.**

(1) When a death occurs in a full-time employee's immediate family, (defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-parents and step-children), or significant other person residing in the employee's household, the employee, upon request, will be excused for up to three (3) consecutive days for the purpose of attending the funeral. In the case of a significant other person, the burden of proof shall rest on the employee to establish the tenure and nature of the relationship. An extension of up to two (2) additional days of funeral leave may be granted at the discretion of the Transit Manager in extenuating circumstances and for good cause shown. If the funeral is more than 300 miles from Davenport, Iowa, the employee shall be excused with pay for up to five (5) days. An eligible employee shall be paid his normal daily rate of pay for any day(s) on which he is excused and, but for such excuse, would have been scheduled to work. In the event a death occurs during a scheduled vacation, the employee may elect to substitute funeral leave for vacation. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any reason. In interpreting this provision, the term "parents" shall include, in addition to natural parents, other family members who may have had an "in loco parentis" relationship with the employee, provided that the employee is able to prove existence of such a relationship.

(i) **Other Leave.**

(1) Leave without pay may be granted for a maximum of 2 days with prior approval for good cause. Employees must provide the City with at least 24 hours' notice.

(2) If the employer or its designee cancels or suspends all or part of any service, all affected employees shall suffer no loss of pay and shall be paid as if they had worked their scheduled assignment.

ARTICLE 16
Employee Insurance

Section 1. Group Health Insurance.

(a) **Health Insurance**

The City will contribute to the cost of single and family health insurance costs.

Effective January 1, 2022, the employee shall contribute thirty-seven and 56/100 (\$37.56) of the City's premium cost each month for single coverage or sixty-five and 73/100 dollars (\$65.73) of the City's premium cost each month for Employee and Dependent coverage or ninety-three and 91/100 dollars (\$93.91) of the City's premium cost each month for family coverage.

Effective January 1, 2023, the employee shall contribute thirty-seven and 56/100 (\$37.56) of the City's premium cost each month for single coverage or sixty-five and 73/100 dollars (\$65.73) of the City's premium cost each month for Employee and Dependent coverage or ninety-three and 91/100 dollars (\$93.91) of the City's premium cost each month for family coverage.

Effective January 1, 2024, the employee shall contribute thirty-nine and 44/100 (\$39.44) of the City's premium cost each month for single coverage or sixty-nine and 02/100 dollars (\$69.02) of the City's premium cost each month for Employee and Dependent coverage or ninety-eight and 61/100 dollars (\$98.61) of the City's premium cost each month for family coverage.

Effective January 1, 2025, the employee shall contribute thirty-nine and 44/100 (\$39.44) of the City's premium cost each month for single coverage or sixty-nine and 02/100 dollars (\$69.02) of

the City's premium cost each month for Employee and Dependent coverage or ninety-eight and 61/100 dollars (\$98.61) of the City's premium cost each month for family coverage.

All coverages include a directed PPO with a 90/10 co-pay within the PPO and a 70/30 co-pay outside of the PPO. Tier I prescriptions will be subject to a five dollar (\$5) copay, Tier II will be subject to twenty dollar (\$20) copay and Tier III will be subject to a forty dollar (\$40) copay. A sufficient number of prescription cards shall be provided to each Union employee. An optional mail order plan is available for Prescription maintenance drugs - at 2x monthly copay for a 90 day supply. The prescription co-payment is not a covered expense under major medical. The City and the Union will jointly seek to implement cost containment measures regarding the cost of providing group insurance, including costs of medical, dental, optical and prescription services, to each employee in this Union. Both parties recognize and understand that the spiraling cost of the health insurance program needs to be curtailed. To effectuate this cost containment, a cost containment committee will be formed. The Union will appoint one representative to this committee. The committee shall meet on a regular basis and shall determine ways which they believe will effectively contain the cost of the medical, dental, optical and prescription services. The City shall review the recommendations of the Committee and determine which shall be implemented provided that no changes which are made shall breach any of the provisions of the terms of the applicable insurance contract language.

Coverage for dependents will be provided in accordance with applicable state law.

There will be a fifteen dollar (\$15) office access fee for chiropractic office visits. This fee will not go towards the out of pocket maximum or deductible.

Deductibles will be \$250 individual and \$500 for family per calendar year.

The maximum out of pocket will be \$1,000 individual and \$2,000 for family per calendar year, includes deductible for in-network services. The maximum out of pocket will be \$2,000 individual and \$4,000 for family per calendar year, includes deductible, for out-of-network services.

Except as otherwise provided by Federal or State law in effect from time to time, the lifetime maximum benefit under the health insurance plan shall be \$2,000,000.

Health and major medical coverage is more specifically described in Appendix E of this Agreement. Appendix E will be modified to reflect the revised provisions of this section.

Section 2. Dental Insurance.

The Employer shall continue the present dental insurance plan for employees and their dependents. The plan shall provide one hundred percent (100%) U.C.R. coverage for checkups and three (3) teeth cleaning per calendar year; eighty percent (80%) U.C.R. coverage for cavity repair, tooth extractions, root canals, high cost fillings, orthodontia, dentures and gum diseases. The plan will specify a maximum deductible of Twenty-five Dollars (\$25.00) for single members, and Seventy-five Dollars (\$75.00) for family units. The maximum dental coverage will be \$2,000 per member per calendar year.

Section 3. The Employer will continue the felonious assault insurance plan in the amount of one hundred thousand dollars (\$100,000.00) for each employee. The Employer shall pay the full cost of such plan.

Section 4. In the event of destruction or damage to an employee's eyeglasses and/or dentures in the performance of their duties, they shall be reimbursed for the repair or replacement. Such reimbursement shall be reasonable but not including costs of an eye examination. In order to obtain reimbursement, the employee must promptly report the incident that caused the damage

or destruction did in fact occur during the performance of their duties. Verification of the cost of replacement or repair must be presented.

Section 5. Vision Insurance.

The Employer will provide single employee coverage and dependent coverage for vision insurance. Such insurance shall pay a maximum of \$350 per insured per calendar year as vision care benefit. The plan will include an annual vision exam, covered at one hundred percent (100%) of UCR, in addition to a maximum calendar year benefit of three hundred and fifty dollars (\$350.00) per covered individual.

Section 6. A difference between an employee (or his beneficiary) and the insurance carrier(s) or the processor of claims, shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the Employer and the Union. The Employer will, however, designate representatives who will be available for consultation with claimant employees (or with a designated Benefits Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

Section 7. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union; nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the Employer, the Union, any employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 8. The employer will pay the full premium cost of life insurance coverage in the amount of twenty thousand dollars or two times their annual salary, whichever is greater for each employee. Such coverage shall be effective only for the period during which employees remain in service with the Employer, and the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remains substantially the same.

Section 9. Employees who are laid-off may continue their participation in the group insurance plans at their own expense for up to eighteen (18) months, provided the premium payments are made no later than the fifteenth (15th) day of the month prior to the month for which coverage is purchased.

Section 10. Employees who are retired may continue their participation in the group insurance plans at their own expense, provided that premium payments are made no later than the fifteenth (15th) day of the month prior to the month for which coverage is purchased, up to age 65 or Medicare eligible.

Section 11. An open enrollment period shall be provided for all group insurance coverage.

Section 12. The City retains the right to change insurance carriers or to self-insure all or any portion of insurance benefits.

Section 13. Long Term Disability Insurance.

Each employee shall be provided long term disability insurance to age 65 which shall pay 60% of regular gross wages or a maximum benefit to equal 70% of regular gross wages when

combined with all sources, during a period of continuing disability from work, after an initial elimination period of ninety calendar days.

ARTICLE 17
Deductions - Credit Union - Check Stubs

Section 1. The Employer shall make payroll deductions in connection with the Credit Unions each month and remit the total of such deductions to the officers of said organizations. In addition, the Employer shall make payroll deductions where applicable for required employee contributions.

Section 2. The Employer shall show on the employee check stubs, all hours worked and to indicate whether such hours were regular, overtime or instructional, for all pay hours.

ARTICLE 18
Transportation

Section 1. All employees of the Employer covered by this Agreement and their spouses shall be entitled to free transportation over all lines owned and operated by the Employer. Retired employees of the Employer and their spouses shall receive the same transportation privileges as those afforded employees. All employees, retired employees and their spouses using the facilities of the Employer shall abide by the rules and regulations of the Employer.

Section 2. All passes or tickets used under the provisions of the Article shall be non-transferable. No employee or their spouses shall be entitled to free transportation herein provided while such employee is on leave of absence in excess of thirty (30) days, except by mutual consent of the parties hereto. Individual pass privileges mentioned herein may be revoked if abused.

Section 3. In the event any Transit Facilities are relocated, the City shall work with the union to make available transportation to and from all relief points and parking facilities. Once employees are on City time, transportation to the bus routes will be arranged and provided by the City.

ARTICLE 19
Accident Prevention

Section 1. The Union recognizes that accident prevention work is necessary to the operation of the Employer's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial to both the Employer and the employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Employer in such safety work, and will urge them to attend all safety meetings held and conducted by or for the Employer and to take an active part and interest in accident prevention work. Any employee having knowledge at any time of any working condition or equipment which such employee may believe to be unsafe or dangerous, either to employee or public, shall so inform his supervisor immediately.

ARTICLE 20
Accident and Unusual Occurrences Reports

Section 1. Any accident involving the Employer or its property (including personal injury accidents) in any manner shall be fully, properly and completely reported by employees involved in the method prescribed by the Employer. Such reports must be completed and delivered to the Employer at the end of the employee's workday or as soon thereafter as possible but in no case later than the close of the business day. Special circumstances will be addressed on a case-by-case basis. Any and all necessary forms, reports or documents shall be prepared by the Employer, with the full cooperation and assistance of the employee involved; when necessary, such forms, reports or documents shall be signed and/or certified by the employee involved.

Section 2. Unusual occurrences, (such as disturbances, ejections, observation of accidents, etc.) shall be reported fully by the employee concerned, and on an incident or unusual occurrence report form. Such reports must be completed and delivered to the Employer at the end of the employee's workday or as soon thereafter as possible but in no case later than the close of the business day. Special circumstances will be addressed on a case-by-case basis.

Section 3. On those occasions when operators need to complete an incident or accident report, the Employer shall add fifteen (15) minutes to the driver's pay time as a compensation for time needed for filling out the reports. For detailed accident reports, operators will be allowed up to 30 minutes for filling out reports in Transit Office. The time spent filling out these reports will apply to the 40-hour guarantee.

ARTICLE 21
Reduction in Personnel - Re-employment

Section 1. When a reduction in the number of Motor Coach Operators becomes necessary, affected employees will be given a 30 calendar day notice of layoff. Layoffs shall be made in the inverse order of Department seniority.

Section 2. Whenever the number of Motor Coach Operators is increased, former employees of the Employer who were laid off in accordance with the provisions of Section 1 of this Article, shall be offered re-employment 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 three (3) years shall have elapsed since their layoff.

Section 3. In the re-employment of persons in accordance with Section 2 above, the following procedure will be followed first:

The Employer will attempt to notify each person to be re-employed to report for work by Registered U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Employer shall have discharged its notice obligations under this Article. Employees who were laid off must keep the Employer and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and re-employment rights hereunder.

Persons so notified to report for work must report within ten (10) working days after the date of receipt of the letter from the employer or lose their seniority and re-employment rights hereunder. However, this ten (10) day working period may be extended in appropriate circumstances upon mutual agreement of both parties to this Agreement. Employees must notify the employer of their intent to return to work within three (3) working days of receipt of the letter.

Section 4.

Full Time employees subject to layoff (and dependents, if applicable) shall be allowed to remain on the City health, dental, and vision benefit plans for six (6) months at no cost to the employee.

Full Time employees who are offered re-employment to a Full Time Motor Coach Operator position within three (3) years of layoff will have his/her sick leave reinstated to their then current balance.

Full Time employees subject to layoff shall receive a severance payment of two (2) months of pay. The two months of pay will be calculated using the greater of 40 hours per week or the average hours worked from January – June, 2016 at the employee's straight hourly rate.

Full Time employees subject to layoff shall be offered the opportunity to participate at no cost in the Vocational Rehabilitation Employee Assessment program and in displaced employee out placement program, also at no cost.

Bonus days earned will be paid out upon layoff.

ARTICLE 22

Re-Employment - Cessation of Transit Operations

Section 1. In the event the City of Davenport ceases to operate a transit system, all employees shall receive first consideration for vacancies in accordance with applicable Civil Service provisions.

ARTICLE 23

Seniority - Motor Coach Operators

Section 1. The Departmental Seniority of Motor Coach Operators employed after the effective date of this Agreement shall date from the hour and day that they first report for training as an extra Motor Coach Operator. Employment seniority shall date from the last date of continuous hire with the City of Davenport.

Section 2. The City shall annually evaluate employee performance. Each employee will be provided an opportunity at that time to provide an appraisal for management.

ARTICLE 24

Runs, Day off - Motor Coach Operators

Section 1. A regular assigned run is a day's work selected by a Motor Coach Operator in accordance with his Departmental Seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. All other assignments shall be classed as extra work. Regularly assigned runs shall be classed as extra work when temporarily manned by operators other than those to whom they are regularly assigned.

Section 2. Motor Coach Operators who have sufficient Departmental Seniority to select and who are assigned to regularly scheduled runs during an assignment or "pick" of runs are defined as regular Motor Coach Operators. All other Motor Coach Operators are defined as Stand By Operators except relief operators.

Section 3. A straight run is defined as a run so constructed as to be composed of continuous hours of pay time.

Split Run Assignment is a regularly assigned run so constructed as to be composed of two (2) or more assignments with an interval between such assignments. A minimum of sixty (60) percent of all regularly assigned runs shall be straight runs. Every effort will be made to retain as close as possible 60% of runs to be straight. But not less than 50% (with the approval of the union.) The percentage of straight runs herein provided may be reduced to provide additional regularly assigned runs by mutual agreement between the parties. Regularly assigned Sunday and holiday runs (except Veterans Day and Martin Luther King Day), shall be straight runs consisting of not less than eight hours of pay time. Relief runs will not be included when figuring the percentage of straight runs.

Section 4. All regularly assigned runs shall be so constructed as to contain not less than eight (8) hours of pay time.

Section 5. Split runs as herein defined may be constructed to contain a spread in excess of eleven and one-half (11 1/2) hours. All regularly assigned runs shall be paid for such excess at a penalty rate of one-half (1/2) of the straight-time hourly rate of pay. Regularly assigned split runs constructed to contain more than two (2) pieces of work (commonly called a three-way (3-way) split) shall pay a penalty for the shortest interval of time between any two pieces of work in said three-way (3-way) split at the regular straight-time hourly rate of pay. The penalty time as provided in this Section shall not be used in the computation of overtime and shall never be paid at the overtime rate of pay.

Section 6. Full Time Operators shall be entitled to two (2) days off each week and such day(s) shall rotate. Extra Board Operators will not be eligible for rotating days off pursuant to Article 27.6(g). The Employer shall determine the number of regular Motor Coach Operators that can be off in any one day.

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.

ARTICLE 25 **Run Selection and Assignment**

Section 1. There shall be a general selection and assignment of runs prior to July 1st, November 1st and March 1st, and at such other times as the Employer deems necessary. Preference of selection and assignment of regularly assigned runs shall be afforded to employees in accordance with Departmental Seniority. Runs shall begin on the first Monday of the months of July, November and March.

Rotating days off shall be accomplished as part of the regular run picks. Run selections that occur outside the aforementioned schedule shall begin on the first Monday of the month following the selection process.

Section 2. All new regular runs and trippers to be assigned shall be submitted to the President or designee of the Union at least five (5) days prior to their posting so that such President or designee may check their conformity with the provisions of this Agreement.

Section 3. Except in cases of emergency as declared by the Mayor or Director of Public Works, whenever a selection and assignment of regular runs has been determined in accordance

with the provisions of this Article, all regularly assigned runs, together with the seniority list of Motor Coach Operators, shall be posted on the board for selection of runs in accordance with Departmental Seniority. Such runs shall be posted no less than twelve (12) working days (two (2) complete weeks) before the new run assignments go into effect, so that the Motor Coach Operators involved may familiarize themselves with the changes in runs. Bidding shall begin on the third day of the posting period and approximately twenty percent (20%) of the operators shall bid in each twenty-four (24) hour period. The selection of runs shall be completed not less than three (3) days before the new run assignments go into effect.

Section 4. When a regular run is discontinued, or changed affecting the beginning or termination time or pay time of such run fifteen (15) minutes or more, except within thirty (30) days of the scheduled run assignment which begin on the first Monday of July, November and March, it shall be posted for bidding in accordance with this Agreement and the rules governing Departmental seniority. Management shall notify all Motor Coach Operators. The regularly assigned Motor Coach Operator on such run may exercise his departmental seniority and displace any junior Motor Coach Operator on any other regular run assignment, provided, however, that senior Motor Coach Operators may exercise their seniority and bid on such changed run. Motor Coach Operators affected by such exercises of seniority will be permitted to exercise their seniority in the same manner until the re-selection of run assignment is completed, provided, however, such exercise of seniority is prompt, and further provided, except when a run is discontinued, all Motor Coach Operators shall operate their original assignment until the next Monday following such change in schedule. The regularly assigned Motor Coach Operator of a run discontinued under this Section shall be given three (3) work days notice to exercise his seniority after being notified by Management.

Section 5.

(a) The Transit Manager and a Union designated representative shall work together on the creation of the runs. The union representative shall be excused with pay from their regularly scheduled work in order to assist in this process. The final determination on the assignment of runs will be management's.

(b) The Transit Manager or his designee shall have full charge of the general selection and assignment of runs. A Union representative shall assist in the pick of runs under the direction of the Department's representative. Upon notice of a pick, it shall be the responsibility of the operators to ascertain the approximate time they will be called upon to exercise their choice and in advance thereof, give the Union representative a minimum of three (3) choices, selected in order of preference. These choices shall be used by the Union representative in his sole discretion in the event the operator is not available when it is the operator's turn to select a run. If none of the operator's selections are still available and the operator has not revised his choices, the Union representative shall select a run for the operator. Any regular work assignments not selected at a scheduled pick will be assigned by the employer in reverse seniority order to Motor Coach Operators who did not bid on an assignment.

(c) An operator off on indefinite leave at the time of a run selection will be passed over, but will retain full bump in rights upon their return.

Section 6. After runs have been selected and assigned in accordance with the provisions of this Article, exchange of runs shall not be permitted, except with the approval of the Transit Manager or his designee and further provided that any senior Motor Coach Operator giving up his regularly assigned run shall work the extra board until the next general selection and assignment of runs.

ARTICLE 26
Vacancies

Section 1. Permanent Vacancies.

If for any reason a regularly assigned run becomes permanently vacated, then said vacant run shall be posted for bidding the following day and assigned within three (3) days from the day of posting. When the date of the vacancy is known in advance the run shall be posted prior to the date of the vacancy. All Motor Coach Operators may exercise their Departmental Seniority and bid on said vacant run. The Motor Coach Operator of greatest Department Seniority selecting said vacant run shall take said run on the first Monday following such assignment, and the regularly assigned run then so vacated shall be posted and assigned in the same manner provided, however, that all runs will float the extra board that are vacated thirty (30) days prior to a new run pick.

Section 2. Hold Down Runs.

If a motor Coach Operator will be off work for a period of five (5) days or more, and such absence is planned in advance, their run will be posted for temporary bid by Extra board Operators only. In the event an operator is absent for three consecutive days, their run will be posted for bid by Extra board Operators on the fourth day of absence. "Hold down runs" or "temporary vacancy runs" will always commence on a Monday. Employees bidding to "hold down runs" will hold that run for the duration of the temporary vacancy. Upon the return of the absent operator, they will resume their assigned run and the Extra board Operator who was on the "hold down run" shall return to the Extra board based on seniority on Monday or hours worked during that week.

ARTICLE 27
Operation - Extra Board

Section 1. All work other than regular bid runs shall be assigned initially to Extra Board Operators. All Extra Board Operators shall respond to call made up them by Employer. When Extra Board Operators are not available, the process defined in Article 30 will be followed. When the Extra Board is changed after assignments have been posted, a minimum of one hour advance notice must be provided to the operators affected.

Section 2. The City shall determine the size of the Extra Board.

Section 3. All Monday Boards will rotated upward one space based on seniority. Beginning with a new run-pick, the Extra Board Operators with the highest seniority will be first on the Extra Board. Whoever was second in seniority for the same week will be first in Extra Board seniority the second week.

Section 4. Hold-downs (vacations) will be offered to the drivers on the extra board based on their company seniority; not the extra board seniority. Once a driver has chosen a hold-down he/she will not be available for open work unless contacted as part of the courtesy board procedure. If a hold down is chosen the driver will have that for the entire week.

Section 5. Drivers may choose from all work available as long as full time pieces (8 hours) are covered by the extra board.

Section 6. When the number of Extra Board drivers exceeds the amount of open work, then the Extra Board driver will be given a stand-by assignment. If an assignment opens up prior to the Extra Board driver beginning the stand-by, the Extra Board driver will be reassigned to that open work. If there is more than one 8-hour assignment that opens up before the driver begins the stand-by the driver will have the choice as to what assignment he/she would like.

Section 7. Before 1 pm (Monday – Saturday): Any open work will be offered to the first available extra board operator based on extra board seniority. This operator will have a choice of any available open work which includes, but is not limited to, report. Once the first available extra board operator based on extra board seniority has chosen his/her assignment, the next available extra board operator based on extra board seniority will be given the opportunity to choose any of the remaining open assignments. This process will be followed until all the open assignments are filled.

Section 8. If a call off occurs after 1 pm but before 6 pm Monday – Saturday, the dispatcher will re-contact each of the available extra board operators in the order of seniority and provide an opportunity to change their assignment for the next day. After all extra board operators are assigned; the open work will be filled through the courtesy board procedures. Any work which opens after 6 pm Monday through Saturday will be offered to drivers based on board position or, if all extra board drivers are assigned, be filled through the courtesy board.

Section 9. Once a piece of work has commenced, that piece of work shall remain with the assigned operator until the next shift can relieve, or unless that assigned operator is unable to complete the assigned work.

Section 10. Extra board operators who have worked all of a run shall not perform extra work in addition to the run when there is an Extra Board operator available.

Section 11. An Extra Board operator who lays off at the time of call for work may not work until the shift he or she was called for has ended, unless the board is exhausted for that day.

Section 12. The Extra Board shall be posted no later than 1:00 pm of each day for the following day's work (including Saturday).

Section 13. When the number of open assignments equals the number of available extra board operators the extra board operator who is at the bottom of the board will be assigned the remaining work.

Section 14. Every extra board operator has 5-minutes to return a call from the dispatcher. Should the driver fail to call within the 5-minutes, the next driver in extra board seniority will be called and offered any of the available work. If the operator passed-up does not call back, he/she will be assigned a run which includes, but is not limited to, report. If the operator does call back after an assignment has been chosen by a lower extra board seniority driver but before the next assignment is chosen, he/she shall have the opportunity to choose what is remaining.

Section 15. Full time Extra Board Operators shall be scheduled for two days off each week which shall be Saturday and Sunday unless a hold-down (vacation) is chosen that is scheduled to work a Saturday.

Section 16. Full time Extra Board Operators shall be guaranteed forty (40) hours of pay per week.

Section 17. Employees who are absent or unavailable for work shall be charged with the number of hours of paid leave taken (to a maximum of 8 hours each day), regardless of the type of leave. Drivers off without pay shall be charged with 8 hours per day.

a. Extra Board Operators shall be granted "time slips" when run assignments are not made in accordance with this Article and the written approval of the Transit Manager.

b. All Extra Board Operators shall make a 10 a.m. and 1 p.m. call to the dispatcher. They shall have 15 minutes before and after the call in time. Operators on duty shall not be required to make the calls.

ARTICLE 28 **Operation - Courtesy Board**

Section 1. Operators shall not be required to work their day off. Operators who are interested in performing extra work will be included on a Courtesy Board. The Courtesy Boards will be maintained by the City and will include the names and telephone numbers of operators. A separate Courtesy Board will be created for full-time and part-time employees.

Section 2. Operators desiring to perform extra work shall indicate such intention by signing on the Courtesy Board. By such participation on the Courtesy Board, an operator will be expected to accept extra work assignments unless he or she has a reasonable excuse. If an operator on the Courtesy Board fails to accept extra work assignments six (6) times in a 30-day period, he/she shall be removed from the Courtesy Board for a 30-day period.

Section 3. No extra work shall be assigned to the Courtesy Board if Extra Board operators are available. Extra work assignments made to Courtesy Board shall be equitably distributed by a rotation procedure. Initially the Courtesy Board shall be structured in the order of seniority.

Section 4. After a Courtesy Board operator has been given (or offered and refused) an opportunity for extra work, his or her name shall rotate to the bottom of the courtesy board. Courtesy Board Operators shall be granted time slips when run assignments are not made in accordance with this Article.

Section 5. Nothing in this Article shall abridge the Employer's right to request operators not participating on the Courtesy Board to perform extra work if such extra work cannot be accommodated by use of the courtesy board.

ARTICLE 29
Layoffs

Section 1. When extra Motor Coach Operators are available, regular Motor Coach Operators are permitted to layoff, providing they secure permission from the Transit Manager or his designee at least one (1) hour in advance of the time their regularly assigned runs or other duties are scheduled to start. Extra Motor Coach 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 straight-time hourly rate of pay.

ARTICLE 30
Operation – Open Run Assignment

Section 1: When a run is unfilled, it shall be assigned first to any Extra Board Operator(s) scheduled to work according to Extra Board procedures, If there is not an unfilled run prior to the board being posted, the Extra Board Operator(s) will be assigned a Report at the discretion of management. The Report operator shall be assigned any additional work that may become available while that operator is on Report.

If a run opens up after the board is posted, any Extra Board Operator(s) who had been assigned a report will be reassigned to the open run and notified in order of rotation.

Section 2: If unfilled runs remain after assigning extra board operators, the full-time operators who have volunteered to be on the Full-Time Courtesy Board will be contacted per established rotation policy. Each operator will be given five (5) minutes to respond.

Section 3: If unfilled work remains, the work will be split and the process to offer the work will begin with the Full-Time Courtesy Board and follow the procedures as if the work was whole, keeping the split work as whole as possible.

Section 4: If, after contacting the full-time drivers and splitting the work per this section, then the part-time operators who have volunteered to be on the Part-Time Courtesy Board will be contacted per established rotation policy. Each operator will be given five (5) minutes to respond.

Section 5: If the work remains unfilled after all other efforts have been exhausted, the work will be assigned to part-time operators who are available to work based on reverse seniority.

ARTICLE 31
Miss-outs

Section 1. When a Motor Coach Operator fails to report for his or her assignment at the proper time and at the proper place where his or her assignment is scheduled to start, he or she shall be considered to have missed-out. Further, any operator calling off or reporting sick less than one (1) hour before the piece of work is scheduled to start shall be considered to have a miss-out. If, however, it is determined that the failure to report or call was for a justifiable reason, the miss-out time will be purged from the file.

Section 2. All Motor Coach Operators shall receive the same penalty for miss-outs as follows:

For each miss-out, the Operator shall serve that day at the bottom of the extra board on penalty for both 10:00 a.m. and 1:00 p.m. calls. For the third miss-out within any thirty (30) day

period, the Operator involved will be subject to disciplinary action up to and including dismissal. In addition, any operator receiving eight miss-outs within a 12 month contract year will be subject to disciplinary action up to and including dismissal.

Any operator sustaining a miss-out will lose the guarantee of hours for that day. If a run is assigned on the day of a miss-out, pay for that day will be based solely on hours worked.

ARTICLE 32 **Uniforms**

Section 1. All employees will be required to wear uniforms while on duty in accordance with specifications of the Employer. Employees must receive prior approval concerning uniform purchases in regards to type, style and manufacturer. Female operators, during periods of maternity, shall not be required to wear the prescribed uniform; however the type of clothing and color of dress chosen shall be as close to the color of the City's prescribed uniform as possible. During the initial training period, employees will wear a training shirt and grey slacks.

Section 2. Effective July 1, of each year Transit Operators(s) shall receive a voucher to be used for the purchase of uniforms. The amount of the voucher will be \$800. Employees hired after July 1st will be provided a voucher for uniform purchase based on their date of hire:

Hired July 1 - December 31 | \$800.00
Hired January 1 - June 30 | \$400.00

(a) If additional clothing, identification, emblems, etc., are required beyond that which is currently required and there is an insufficient allocation to cover the cost, the Employer shall provide such to the employee. The first issue of any mandatory changes made to the required uniform shall be provided by the City at no cost to the employee.

(b) In the event of the loss, destruction of, or damage to an employee's clothing, watch, glasses, dentures or hearing aids in the performance of required duties employee shall be reimbursed the costs of repair or replacement of the item (but not to exceed reasonable and customary amount necessary for replacement with an item of like or similar kind, quality or cost and the maximum reimbursement for the loss, destruction or repair of a watch shall be Fifty (\$50.00) dollars), upon presentation to the Transit Manager of a receipt evidencing such repair or replacement. In order to be eligible for such reimbursement the loss must be reported prior to the end of the work day. Such replacement shall be for clothing damaged beyond ordinary wear and tear not caused by the negligence of employee.

ARTICLE 33 **Commercial Driver's License**

Section 1. The Employer agrees to reimburse all Motor Coach Operators the fees to acquire and maintain a commercial driver's license (CDL). In case any operator leaves the employ of the Employer before he has completed four (4) months service as an operator, the amount paid by the Employer to purchase his current license shall be deducted from the employee's final paycheck.

ARTICLE 34
Minimum Pay Provisions

Section 1. Regular Motor Coach Operators who report to work or are assigned to extra work shall receive a minimum of three (3) hours of pay time at their regular straight-time hourly rate of pay; provided, however, such extra work does not immediately precede or succeed a run or extra work which the Motor Coach Operator is about to work or is already working, the combination of which contains three (3) hours of pay time. Also, Regular Motor Coach Operators will receive a one and one-half (1-1/2) hour minimum for meeting time to be paid at the rate of one and one-half (1 ½) times their regular straight-time hourly rate.

Section 2. Stand By Operators who are assigned to extra work shall receive a minimum of three (3) hours of pay time to be paid at the rate of one and one-half (1 ½) times their regular straight-time hourly rate; provided, however, such extra work does not immediately precede or succeed a run or extra work which the Stand By Operator is already working, the combination of which contains three (3) hours of pay time. Also, Stand By Operators will receive a one and one-half (1-1/2) hour minimum for meeting time to be paid at the rate of one and one-half (1 ½) times their regular straight-time hourly rate.

Section 3. Motor Coach Operators required to protect the extra board shall be paid until released or given a work assignment. Regular Motor Coach Operators shall receive a minimum of three (3) hours of pay time and Stand By Operators a minimum of three (3) hours of pay time for such protecting assignment, provided, however, that Motor Coach Operators performing assignments as set out above do not receive other work assignments immediately preceding or succeeding such protecting assignments, the combination of which shall equal or exceed the minimum of three (3) hours of pay time provided for regular Motor Coach Operators or the minimum of three (3) hours of pay time provided for Stand By Operators.

Section 4. When the minimum time herein referred to is applied, it shall be paid at the regular straight-time hourly rate of pay unless an operator is entitled to a greater amount of pay for actual time worked based upon application of the overtime pay provisions of Article 36.

ARTICLE 35
Time Allowances

Section 1. All Motor Coach Operators, excluding Stand By Operators shall be paid for fifteen(15) minutes to complete the pre-trip bus inspection once each day upon which they perform platform work, for use in properly performing their duties as required by the Employer. This involves vehicles set down due to service reductions.

Section 2. All regular Motor Coach Operators shall receive one dollar and fifty cents (\$1.50) per hour for breaking-in students. This is to include any time that a Citibus Motor Coach Operator Trainee spends riding or driving a coach for training purposes.

Section 3. Motor Coach Operators, when required by the Employer to deadhead, shall receive actual travel time as determined by management with consultation from the union, once each day.

Section 4. Preparatory time, turn-in-time and travel time as above provided for, or any part thereof, shall be included within and made a part of any minimum pay time guarantees and minimum pay time.

ARTICLE 36
Wages, Rates, and Classifications
Motor Coach Operators

Section 1. See attached salary schedule. Retain steps.

<u>Effective Date</u>	<u>Percentage</u>
07/01/2021	1.75%
04/01/2022	1.75%
07/01/2023	2.0%
04/01/2024	2.0%

Section 2. Deferred Compensation. If an employee contributes 1%, the City will contribute to an individual's City's 457 deferred compensation plan 3% of an individual's annual income. The percentage contribution to be made by both the employee and the City will be based on the individual's annual income defined as all regular and overtime hours worked by the employee during the immediately prior pay period. The City's matching contribution will be made bi-weekly and reflected on the individual's payroll check. The City's contribution shall cease if the individual reaches the maximum contribution allowed by law, is no longer employed by the City, or at any time the individual terminates participation in the City's 457 deferred compensation program. The contribution will be made to one provider selected by the individual and as approved by the City. Should the individual's contributions cease mid-year and a partial payment is required, the individual will make the first 1%, the City the second 3% and the remaining contribution will be considered the individual's contribution.

ARTICLE 37
Overtime - Motor Coach Operators

Section 1. Regular Motor Coach Operators shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all time worked in any one day in excess of their regularly assigned runs.

Section 2. Regular Motor Coach Operators assigned by the Employer to work on their regular day off shall be paid for all work so performed on that day at one and one-half (1-1/2) times their regular straight-time hourly rate of pay.

Section 3. All regular Motor Coach Operators shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate for all time worked in excess of eight (8) hours pay time in their regularly assigned runs in any one (1) day. If the need arises to extend bus service after 7:30 p.m., the Employer and the Union shall negotiate the terms and conditions.

Section 4. No time shall be paid for at a rate greater than one and one-half (1-1/2) times the regular straight-time hourly rate of pay unless otherwise provided for in this Agreement.

Section 5. Nothing in this Agreement shall be construed so as to require the Employer to work any employee at a rate of pay in excess of the regular straight-time hourly rate of pay.

ARTICLE 38
Separability

Section 1. This Agreement shall be subject to all applicable laws, statutes, ordinances and regulations of the United States of America, the State of Iowa, and the cities served by the Employer. In the event any part or provision becomes null and void, the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE 39

Section 1. The failure of either party to insist upon strict compliance with or performance of any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights or remedies which either party shall have and shall not be deemed a waiver of any subsequent breach or default in the terms or conditions contained in this Agreement.

ARTICLE 40

Section 1. This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing prior to the effective date of this Agreement.

ARTICLE 41
Cost of Printing Agreement

Section 1. Fifty (50) copies of this Agreement shall be printed and distributed to the Union within thirty (30) days of the execution of this Agreement. The Union shall be responsible for distribution of copies of this Agreement to employees. Additional copies, if required, will be provided on an as-needed basis as agreed to from time to time.

ARTICLE 42
Employee Involvement Committee (EIC)

Section 1. Designees of the Union, three full time and one part time employee, and the employer will meet at a mutually agreeable time and place to discuss matters of concern and interest. The employee shall be represented by designated representatives of their choice and the employer by the Transit Operations Manager and/or his designees. Designated employee representatives shall be paid for their attendance. A facilitator from FMCS may be requested by either party to attend committee meetings.

Union/Management Meetings. Three representatives of the Union and the Employer shall meet at a mutually agreeable time to provide a forum for open communications between the parties. These communications could include proposed changes which would generate cost savings and increase services. Agenda items shall be exchanged at least one week in advance of the meeting. Designated employee representatives shall be paid for their attendance.

ARTICLE 43
Tuition Reimbursement

Section 1. Employees will be reimbursed up to a maximum of three thousand dollars (\$3,000.00) annually for tuition costs for work-related courses and degree programs. Procedure and payment under this Section shall be in accordance with the City Administrative Policy.

ARTICLE 44
Charters

Section 1. Transit Operators driving charters starting on or after 3:00 p.m. and lasting five (5) or more consecutive hours shall be reimbursed up to \$10.00 for meals unless meals are provided. Receipts for all expenses must be provided to the Employer.

ARTICLE 45
Bulletin Boards

Section 1. The Union shall be provided reasonable posting space for posting of notices and materials pertinent to its members, including, but not limited to, the announcement of meetings and the election of officers, etc. The privilege granted in this Section shall not apply to notices and materials that are partisan, political or defamatory in nature. The Union and Employer shall split the cost and provide a large, locking glass bulletin board.

ARTICLE 46
Bargaining Unit Work

Section 1. Supervisors and other employees outside the bargaining unit will not do the work of employees included in the bargaining unit. This shall not apply to conditions of:

- (a) demonstrating to and/or training of employees and
- (b) emergencies, where there is a shortage of operators (where the employees are not available) but such shall not be used to avoid the calling of employees to perform the work where conditions permit.

Section 2. Upon reasonable notice, the City shall permit the Union to hold special or emergency meetings (for off-duty employees) on suitable City premises, depending on availability.

ARTICLE 47
Part-time Operators

Section 1. Part-time operators shall be covered under sections of this agreement dealing with probationary period, union membership, union representation, grievance procedure, and arbitration.

Any part-time operator who accepts a position as a Full-Time Operator shall accrue vacation based on his/her hire date as Part-Time Operator.

Section 2. The maximum number of Part-Time operators shall be 19. However, if the City of Davenport implements schedule and/or route changes to the existing routes and schedules that were in effect at the time that the contract is ratified, then this section along with Article 47 Section 9, may be opened for negotiation at the request of either party.

Section 3. Part-time operators shall not be scheduled for more than 1560 hours per year with the intent of scheduling Part Time Operators up to 30 hours per week.

Section 4. Part-time operators shall be compensated in accordance with Appendix A.

Section 5. Part-time operators shall be eligible for the standard uniform allowance as outlined in Article 32.

Section 6. In accordance with State and Federal law, if applicable, part-time operators shall be covered by social security and State pension plan.

Section 7. Part-time operators will accrue seniority in their own group. Seniority will govern in the selection of run assignments.

Section 8. The City will maintain twenty-four (24) Full-Time Operators. No Full-Time regular operator shall be laid off until all part-time operators are laid off.

Section 9. Any full-time operator who is laid off shall have the first opportunity to accept employment according to seniority in any part-time operator position under this section. All rights to full recall as a full-time operator shall be retained. The full-time operator may choose to accept the lay off rather than the part-time operator position. In the event no full-time operator accepts the part-time operator position, all existing part-time operators may be retained.

Section 10. Retirees of the Davenport CitiBus shall receive consideration for part-time employment.

Section 11. The City shall furnish each part-time operator and their spouse with a free employee pass entitling them to free transportation over all lines owned and operated by the City. This employee pass is not transferable and may be revoked if abused.

Section 12. Part-time operators will be guaranteed two (2) hours hour of pay time each time they are called to work. This section applies only to call-in work and does not apply to scheduled work.

Section 13. Part-time operators on the Certified Civil Service list for Transit Operator will be provided the opportunity for full-time positions based on:

- a) Seniority
- b) Attendance
- c) Driving Record
- d) Disciplinary Record

Section 14. Part-time operators will be allowed up to three (3) consecutive regularly scheduled work days off following the death of an immediate family member for the purpose of attending the funeral. The maximum payout will be capped at 24 hours. Immediate family is defined in accordance with Article 15 Section 2 (h).

Section 15. Part-time operators shall be entitled to six (6) hours pay for the following holidays:

New Years Day	Thanksgiving Day
Martin Luther King, Jr. Day	Christmas Day
Memorial Day	Labor Day
Independence Day	Veterans Day
Easter (only when City provides Sunday service)	

Section 16. A part-time operator having served in a full-time position and accruing sick leave and vacation hours, shall be afforded the right to use those accrued hours upon return to a part-time position.

Section 17. On the second paycheck each November, all permanent part-time Operators will be credited with paid leave hours based on the number of straight time hours worked the previous year, in accordance with the following schedule:

<u>Hours worked the Previous Year (Nov.1 – Oct. 31)</u>	<u>Paid Leave Bank (Hours)</u>
From 350 hours to under 520 hours	10 hours
From 520 hours to under 1,040 hours	20 hours
From 1,040 hours to under 1,300 hours	40 hours
From 1,300 hours to under 1,560 hours	60 hours

Section 18. If management changes or adds to any part time drivers work, it will be management's duty to notify that driver of any and all changes.

Section 19. All part time operations will be allowed to opt in to the dental and vision plan offered by the employer at the employee's expense.

ARTICLE 48
Retirement Health Saving Plan

Effective July 1, 2017, the City will make available to full time operators a Retirement Health Savings Plan. The City will contribute to an individual plan 1% of the individual's annual income as defined by all regular hours worked.

ARTICLE 49
Duration of Agreement

Section 1. This agreement shall be effective as of the first day of July, 2021 and shall remain in full force and effect until the 30th day of June, 2025.

THIS AGREEMENT is executed as of this 23rd day of June in the year 2021, to become effective as of the day and year first above written by the duly authorized representatives of the parties.

AMALGAMATED TRANSIT UNION
LOCAL NO. 312

CITY OF DAVENPORT

By Ruby Lopez
Vice President

By M. A. Martinez
Mayor

By Arnette Russell
President

By Cheryl Busch
City Administrator

By Yolanda Ojo
Recording Secretary

By Mallory J. Merritt
Chief Financial Officer

By _____

By Alison Fleming
Human Resources Director

APPENDIX "A"
SALARY SCHEDULES

TRANSIT EMPLOYEES REPRESENTED BY AMALGAMATED TRANSIT UNION DIVISION 32
Effective July 01, 2021

Code	GR	TITLE	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6
5813		TRANSIT OPER	31789	34882	40480	46240	52022	57494
			15,2831	18,8743	19,4518	22,2309	25,0105	27,6414

BASED ON 2080 HOURS ANNUALLY

* FISCAL YEAR 2022

APPENDIX "A"
SALARY SCHEDULES

TRANSIT EMPLOYEES REPRESENTED BY AMALGAMATED TRANSIT UNION DIVISION 32
Effective April 01, 2022

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6
5813		TRANSIT OPER	32345	35289	41188	47049	52932	58800
			15,5605	16,966	19,7921	22,6199	25,4483	28,1251

BASED ON 2080 HOURS ANNUALLY

* FISCAL YEAR 2023

APPENDIX "A"
SALARY SCHEDULES

TRANSIT EMPLOYEES REPRESENTED BY AMALGAMATED TRANSIT UNION DIVISION 32

Effective July 01, 2023

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6
5813		TRANSIT OPER	32992	35095	41991	47990	53991	59970
			15,8815	17,3054	20,188	23,0724	25,9573	28,8876

BASED ON 2080 HOURS ANNUALLY

FISCAL YEAR 2024

APPENDIX "A"
SALARY SCHEDULES

TRANSIT EMPLOYEES REPRESENTED BY AMALGAMATED TRANSIT UNION DIVISION 32
Effective April 01, 2024

Code	GR	Title	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6
6813		TRANSIT OPER	33862	36715	42831	48850	55071	60864
			16,1788	17,8515	20,5918	23,5338	26,4764	29,2614

BASED ON 2080 HOURS ANNUALLY

* FISCAL YEAR 2025

APPENDIX "B"

STATEMENT OF WAIVER AND ELECTION

It is agreed that the grievance and arbitration provisions of Article 7 of the Agreement between the Employer and the Union and Civil Service Appeals procedures are mutually exclusive and that no relief shall be available under Article 7 to any employee who elects to pursue his remedies under Chapter 400 of the Iowa Code. Therefore, to the extent permitted by law, the undersigned hereby elects to process the attached grievance in accordance with the contractual grievance/arbitration procedure and expressly waives an right to pursue any remedy which may be provided under Chapter 400 of the Iowa Code.

By: _____
Employee – Grievant

By: _____
Unit Representative

Date: _____

By: _____

For the Union:

For the Employer:

Date _____

Date _____

APPENDIX "D"

LETTER OF UNDERSTANDING

It is agreed to by and between the parties to the Labor Agreement that the use of part-time operators is a bargaining item subject to the provisions of Article 47. Upon the request of the Employer, the Union agrees to enter into discussions concerning the employment of part-time operators and all applicable provisions that would affect same.

APPENDIX "E"

Summary of Insurance Benefit

Deductible Amount

Active Employees (calendar year)

Individual Deductible	\$250
Family Deductible	\$500

The Plan's calendar year deductible is waived for certain medical services provided.

Benefit Percentage

Active Employees (calendar year)

After eligible expenses reach the applicable deductible amount specified above, this Plan pays **90% in network or 70% out of network** of eligible, major medical expenses until the out-of-pocket maximum is met, and 100% thereafter, to the maximum benefit while covered and allowed under the Plan.

Out-of-Pocket Maximum (calendar year; includes deductible)

Individual	\$1,000
Family	\$2,000

Pre-Admission Certification Program

This Plan is subject to a pre-admission certification program.

Benefit Period

Calendar year

Access Fee

There will be a fifteen dollar (\$15) office access fee for chiropractic office visits. This fee will not go towards the out of pocket maximum or deductible.

Benefit Period

Calendar year

Highlights of Eligible Expenses

Employer will provide employees with updated summary plan description.

HIGHLIGHTS OF ELIGIBLE EXPENSES

Payment of benefits under this Plan is restricted to reasonable and customary charges for items designated in this Plan as an “eligible expense,” provided the eligible expense is medically necessary, incurred for the treatment of illness or accidental bodily injury, and is not excluded by the terms of this Plan. The following is a brief summary highlighting eligible expenses. See the Plan Document for general definitions, a comprehensive description of eligible expenses, a comprehensive description of general limitations, and general provisions that may affect eligible expenses. Copies of the Plan Document are available upon request to the Plan Administrator.

Outpatient Diagnostic X-Ray & Lab	90%, deductible waived	70%, deductible waived
Home Health Care	90%, deductible waived 60 visits Calendar Year maximum	70%, deductible waived 60 visits Calendar Year maximum
Hospice Care	90%, deductible waived	70%, deductible waived
Emergency Transportation (Ambulance)	90%, deductible waived	70%, deductible waived
Occupational Therapy	90%, after deductible	70%, after deductible
Speech Therapy	90%, after deductible	70%, after deductible
Physical Therapy	90%, after deductible	70%, after deductible
Medical Supplies	90%, after deductible	70%, after deductible
Education of Chronic Diagnosed Medical Conditions	90% after deductible \$500 maximum per diagnosed condition. One education program per condition per lifetime.	70% after deductible \$500 maximum per diagnosed condition. One education program per condition per lifetime.
Chiropractor	90%, after deductible \$1,000 Calendar Year maximum	70%, after deductible \$1,000 Calendar Year maximum
Charges in excess of the \$1,000 maximum will be reviewed for medical necessity on an individual basis, prior to payment of additional benefits.		
MENTAL/NERVOUS DISORDER/DRUG ADDICTION/ALCOHOLISM		
Inpatient	90%, deductible waived 30 days Calendar Year maximum	70%, deductible waived 30 days Calendar Year maximum
Outpatient	90%, after deductible	70%, after deductible
All outpatient eligible expenses for substance abuse/alcoholism are subject to \$4,000 Calendar Year maximum. All eligible expenses for substance abuse/alcoholism are subject to \$50,000 Lifetime maximum.		
ROUTINE PHYSICAL EXAMINATIONS		
Routine Physical Examinations (employees only, and the dependent spouse of the employee, if also an employee)	100%, deductible waived \$250 in any 24 months period. Charges in excess of the maximum benefit: 90%, after deductible	100%, deductible waived \$250 in any 24 months period. Charges in excess of the maximum benefit: 70%, after deductible
Eligible expenses include, but are not limited to routine physical examinations, related X-rays and laboratory charges, pap smear, prostate examination, cholesterol screening, mammogram, and flu shot.		
Routine Physical Examinations (other than employees)	90%, after deductible	70%, after deductible
Eligible expenses include, but are not limited to routine physical examinations, related X-rays and laboratory charges, pap smear, prostate examination, cholesterol screening, and mammogram.		
Well Child Care (through age 6)	90%, deductible waived	70%, deductible waived

Eligible expenses include, but are not limited to normal newborn care, physical examinations, developmental assessments, immunizations, flu shots, and laboratory services.		
Routine Well Newborn Care	90%, deductible waived	70%, deductible waived
Organ Transplants	90%, deductible waived	70%, deductible waived
Obesity	90%, after deductible	70%, after deductible
Reasonable and customary charges for treatment of obesity that is endogenous.		
Maternity Expenses	90%, deductible waived	70%, deductible waived
 Birthing Center	90%, deductible waived	70%, deductible waived
	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM LIFETIME BENEFIT AMOUNT	\$2,000,000 This includes a \$50,000 special maximum benefit while covered under this plan for all eligible expenses for treatment of Alcoholism and Substance Abuse.	
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
Hospital Services		
Room and Board	90%, deductible waived the average semi-private rate.	70%, deductible waived the average semi-private rate.
Intensive Care Unit	90%, deductible waived	70%, deductible waived
Emergency Room	90%, deductible waived	70%, deductible waived
Surgery	90%, deductible waived	70%, deductible waived
Anesthesia	90%, deductible waived	70%, deductible waived
Pre Admission Testing	90%, deductible waived	70%, deductible waived
Second Surgical Opinion	90%, deductible waived	70%, deductible waived
Skilled Nursing Facility	90%, deductible waived the facility's semiprivate room rate and miscellaneous services	70% deductible waived the facility's semiprivate room rate and miscellaneous services
Physician Services		
Inpatient hospital visits	90%, deductible waived One visit per specialty per day.	70%, deductible waived One visit per specialty per day.
Consultations	90%, deductible waived	70%, deductible waived
Office visits	90%, after deductible	70%, after deductible
Surgery	90%, deductible waived	70%, deductible waived

APPENDIX "F"

APPENDIX "F"

SIDE LETTER

City of Davenport
226 West Fourth Street
Davenport, Iowa 52801

City Administration
319-326-7711

January 10, 1990

Gerald Smithiger
Amalgamated Transit Unit #312



Dear Butch:

Pursuant to contract negotiations, this letter is to clarify the issue of administrative policy superceding the contract.

At no time does administrative policy supercede the union contract. If the contract does not have language to address the issue, the administrative policies will be followed.

Sincerely,

Diana F. Bruemmer
Asst. City Administrator

APPENDIX "G"

EMPLOYEE SHUTTLE SERVICE

When a Motor Coach Operator begins or ends his/her assignment at a location other than the designated check-in site (currently the Public Works building), the City will provide a means of transportation to and from the check-in location to the relief point. All Motor Coach Operators shall receive applicable pay for this travel time.

Any change to the designated check-in site will be communicated to employees at least ten (10) business days prior to the effective date of such change.

APPENDIX "H"

ELECTRONIC EQUIPMENT

Section 1. The City and the Union understands that electronic equipment will continue to evolve and become an ever-increasing part of public transportation. The electronic equipment defined in this section includes, but may not be limited to, automatic vehicle locator systems, electronic surveillance systems, collision avoidance systems, and advanced driver-monitoring systems.

Section 2. Data shall be retrieved by the Transit Manager upon approval from the Public Works Director. The City Administrator or designee can approve this request in the absence of the Public Works Director. Surveillance for the date and times specified, for the bus or fixed facility identified is the only authorized data to be pulled.

Section 3. The City and the Union agree that the utilization of electronic equipment for disciplinary purposes must be limited to post-incident reviews that would include incidents, accidents, customer issues, and complaints. Utilization of electronic equipment will be limited in scope to the review of the specific incident(s), which in most instances will not exceed 5 minutes before and/or after the specific incident(s) at issue. If, the Transit Manager believes additional review related to the incident(s) that prompted the initial review beyond that noted above is necessary, the Transit Manager must get specific authorization from the City Administrator or Designee before expanding the review beyond the limitation detailed above. The City will make arrangements to review such video with the employee and, if necessary, the employee's union representative. Any electronic equipment that is utilized in the support of disciplinary actions will be made available to the union and the employee(s) involved.

Appendix I

Memorandum of Agreement

Juneteenth Holiday

Beginning in CY2022, Juneteenth will be added as a recognized holiday to the collective bargaining agreement as outlined below:

Article 15, Section 2, Paragraphs (a)(1) and (b)(1):

Section 2. Employees shall be entitled to pay for the following:

(a) Legal Holidays.

(1) The following are recognized as holidays, provided further, that should any holiday fall on Sunday, the following day will be recognized as the holiday:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
Memorial Day	Employee's Birthday
Juneteenth	Employee's Anniversary
Independence Day	(date of employment)
Labor Day	3 Casual Days each fiscal year
Veteran's Day	

Work on New Year's Day and Christmas Day will be on a voluntary basis. Any hours not volunteered for would be assigned in reverse seniority.

(2) All full-time employees other than temporary employees will be granted the holidays specified provided that they otherwise qualify under the terms of this Article. In the event an employee's birthday or anniversary falls on a legal holiday, the employee may elect to take the birthday or anniversary day on another day by mutual agreement.

(b) (1) In addition to the **fourteen (14) ~~thirteen (13)~~** holidays set out in subsection (a) above, each employee who has five (5) or less "miss-outs" (as defined in uniform work rules) during the fiscal year shall be entitled to a personal bonus holiday to be taken during the following fiscal year. Employees who use forty (40) hours or less of sick leave during the fiscal year shall be entitled to a personal bonus holiday to be taken during the following fiscal year.

Article 15, Section 2, Paragraph (b)(4):

(4) Nothing herein shall be interpreted to abridge the employer's right to schedule employees for work on any Holiday. Employees required to work on New Year's Day, Martin Luther King Day, **Juneteenth**, Veteran's Day, Independence Day and Christmas Day shall be paid at the rate of time and one-half, in addition to receiving holiday pay.

Article 24, Section 3:

Section 3. A straight run is defined as a run so constructed as to be composed of continuous hours of pay time.

Split Run Assignment is a regularly assigned run so constructed as to be composed of two (2) or more assignments with an interval between such assignments. A minimum of sixty (60) percent of all regularly assigned runs shall be straight runs. Every effort will be made to retain as close as possible 60% of runs to be straight. But not less than 50% (with the approval of the union.) The percentage of straight runs herein provided may be reduced to provide additional regularly assigned runs by mutual agreement between the parties. Regularly assigned Sunday and holiday runs (except Veterans Day, **Juneteenth** and Martin Luther King Day), shall be straight runs consisting of not less than eight hours of pay time. Relief runs will not be included when figuring the percentage of straight runs.

Article 47, Section 15:

Section 15. Part-time operators shall be entitled to six (6) hours pay for the following holidays:

- | | |
|---|------------------|
| New Years Day | Thanksgiving Day |
| Martin Luther King, Jr. Day | Christmas Day |
| Memorial Day | Labor Day |
| Juneteenth | Veterans Day |
| Independence Day | |
| Easter (only when City provides Sunday service) | |

Alison Fleming

For the City
Alison Fleming
Human Resources Director

4/26/22

Date

Annette Pingel

For the Union
Annette Pingel
Union President

4-26-2022

Date