



AGREEMENT

By and Between

**Des Moines Area Regional
Transit Authority**

and the



**Amalgamated Transit Union
Local 441**

For the Period
**July 1, 2025 ~~2022~~ to June 30,
2028 ~~2025~~**

**Union
Bug**

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**DES MOINES AREA REGIONAL
TRANSIT AUTHORITY
and
ATU LOCAL #441
AGREEMENT**

This Agreement made and entered into by and between Des Moines Area Regional Transit Authority (DART), its grantors, and successors and assigns, party of the first part, hereinafter for convenience called the "Company," the "Employer," or the "Authority," and the Amalgamated Transit Union, Local 441 of Des Moines, party of the second part, hereinafter for convenience called the "Union." The effective date of this GENERAL LABOR AGREEMENT is JULY 1, ~~2022~~ **2025**, except as otherwise provided herein.

**GENERAL PROVISIONS THAT
APPLY TO ALL EMPLOYEES**

ARTICLE 1

1.1 Recognition of Transit Union

The Company recognizes the Union as the sole and exclusive representative for all employees in the following units: all employees of the Employer including Operators, **Mobility Service Operators**, Parts Person, Service Person, Interior Cleaners, Collision and Body Repair Person, Tire Person, Utility Person, Technicians, and Building and Grounds employees, but excluding temporary employees, confidential employees, office-clerical and technical employees, managerial employees, professional employees, and supervisors as defined in the Public Employee Relations Act, Chapter 20, Code of Iowa.

ARTICLE 2 UNION AND EMPLOYER RIGHTS AND RESPONSIBILITIES

2.1 No Strike, Lockout

This Agreement provides a grievance and arbitration procedure for settling disputes arising hereunder. Accordingly, the parties agree that during the life of this Agreement there will be no lockouts, strikes, or other actions prohibited by Sections 10 or 12 of Chapter 20, 1975 Code of Iowa.

2.2 Non-discrimination

The Employer and the Union agree that there will be no discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this Agreement, it will be deemed to include the opposite gender.

2.3 Union Membership

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership. There shall be no discrimination by either party because of membership or non-membership in the Union.

2.4 Work Rules

The Company will formulate fair and reasonable work rules during the term of this Agreement. Such work rules shall be posted at least ten (10) working days in advance of their effective date.

2.5 Check Off

The ATU Local #441 agrees to furnish the Company with authorizations signed by the employee for the deduction of dues as provided in such authorizations. The Union will indemnify and hold the Company harmless from all liability or claims arising out of its compliance with these check-off provisions of any authorizations provided by the Union of any employee represented by it pursuant to these provisions. The Union employee's clearance card is to be provided by the Union and signed by an officer before final pay is released to employee.

2.6 Bulletins

The employer will provide a bulletin board for the Union to post notices relating to Union meetings, other proper Union business, or other matters as long as they are not political, obscene, or illegal.

2.7 Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its Common Law rights to manage its business, as such rights existed prior to the execution of this Agreement with the Union. Prominent among such unqualified rights, although by no means a wholly inclusive list thereof, are the following: to decide all machines, tools and equipment to be used; to improve efficiency; to hire, assign and promote employees; to determine the qualifications of employees; to determine the starting and quitting time; to establish the number of shifts; to determine the number of hours to be worked, including the determination of the necessity for overtime work; to establish customer service and public relations policies; to determine the business hours and location of its establishment; to decide the processes of operation; to adopt and enforce working rules; to discipline and discharge employees for just cause. Failure of the Company to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights or of the Company's rights to exercise said rights in some other manner not in conflict with the terms of this Agreement. All functions of Management not herein otherwise relinquished or limited shall remain vested in the Company. The listing of specific rights in this Article is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Company in the past.

2.8 Labor Day Holiday

To honor the intent of the Labor Day Holiday and the contributions of DART's workforce, the Company will cooperate with the Union in its participation in the annual Des Moines Labor Day Parade. Upon the request of the Union, the Company will provide a minimum of one (1) vehicle to be driven by a qualified volunteer operator provided by the Union.

ARTICLE 3 LEAVE OF ABSENCE

3.1 General

At its discretion, the Company may grant an employee personal leave of absence, not to exceed thirty (30) calendar days. A personal leave of absence in excess of thirty (30) calendar days may be granted only by mutual agreement between the Company and the Union Representative.

Employees must utilize all accrued paid leave (including paid time off and sick allowance) during any personal leave of absence.

3.2 Union Officers

Upon written application to the General Manager, an employee elected or appointed to office in the local or International Union will be granted leave of absence for the duration of such duties. No more than ~~five (5)~~ **seven (7)** employees shall be absent on such leave at any one time. One local Union employee on leave will continue to accumulate seniority and other benefits with the exception of ~~paid vacations~~ **paid time off**, holiday, and wages.

3.3 Public Office

A leave of absence will be granted to an employee to accept a term in office as a politically elected or appointed public official. During the employee's term in office, their seniority will be accumulated.

3.4 Military Leave

The Employer agrees to comply with Federal and State regulations.

3.5 Sick Leave

- a) ~~Any employee who is ill for four (4) or more days, supported by satisfactory medical evidence to mean written verification of illness by a licensed practicing physician or written authorization by the employee allowing the employer to verify the illness with said licensed practicing physician, will be granted sick leave for the period of continuing disability.~~
- b) ~~Sick leave granted for a period longer than thirty (30) days will require a monthly written statement from a licensed physician stipulating treatment and future diagnosis. An employee off for four (4) or more days will be required to have a doctor's release in order to return to work.~~
- c) ~~If the employee returns from sick leave within thirty (30) calendar days, they will be returned to their job if it exists. If the employee's job does not exist, they will then bump into the seniority group of their choice in which their seniority shall prevail. If their sick leave~~

is in excess of thirty (30) calendar days, they will be returned to their seniority group on the basis of seniority.

- d) In the event that the Company disputes medical evidence presented by an employee's physician, the employee will be required to be examined by the Company doctor. In the event of disagreement between the employee's doctor and the Company doctor, the Company doctor and the employee's doctor shall together select a third doctor whose opinion shall be final.

All sick leave stipulations apply to Worker's Compensation cases.

3.6 Return from Leave

Except in emergency situations which are approved by the Company, an employee must return to work within ~~five (5)~~ **three (3)** working days after the expiration of a leave of absence in order to remain in their previous seniority group on the basis of the employee's seniority. The ~~five (5)~~ **three (3)** working day limitation may be extended for an additional ~~five (5)~~ **three (3)** working days by the Company.

3.7 Funeral Leave

Leave of absences without loss of pay will be granted for work time lost due to a death in the family on the following basis:

- a) Up to three (3) days for work time actually lost one of which must be the date of the funeral, memorial or celebration of life in the case of an employee's mother (step), father (step), children (including legally adopted and stepchildren), spouse, brother, sister, employee's mother-in-law, father-in-law, employee's grandparents, employee's grandchildren, and lifelong partner. Lifelong partner to be documented by an affidavit certifying that no member of the couple is legally married to another person and they are not related to each other. The affidavit must also affirm that the couple is/has been co-habiting (for a period of six months) and share an exclusive relationship. The couple must be financially interdependent, as evidenced by joint property, joint checking and/or savings accounts.
- b) Additional leave without pay not to exceed that as provided in Section III, 3.1.
- c) Proof of death such as a copy of an obituary ~~must be provided~~ **may be requested by** the Company in order for the employee to receive compensation.
- d) Part time employees will be paid funeral leave at the rate of six (6) hours pay at the employees straight time hourly rate of pay for

each lost day as described above.

3.8 Family and Medical Leave

The parties agree to comply with the provisions of the Family and Medical Leave Act. The Employer has developed rules and procedures to comply with the Act. All employees will be given copies of these rules and procedures. **Employees must first utilize all accrued paid leave (including paid time off and sick allowance) before entering a period of unpaid leave.**

3.9 Absenteeism

Employees who are absent, late and/or leave early negatively impact the Company's operations and create hardships for those employees who regularly and promptly report to work. Employees who are excessively absent, late and/or leave early will be subject to counseling and progressive discipline up to and including termination based on a program established by the Company and included in Appendix I of this Agreement. **All absences must be covered by accrued paid time, sick time, funeral leave, jury duty leave, military leave time, or short-term disability.**

3.10 Jury Duty

When an employee is summoned for jury duty and is required to lose time on the job as a result, the Company will pay the difference between the pay received for jury duty for that day and eight (8) hours pay providing that the following conditions are met:

- a) When an employee receives such notice to report for jury duty, they shall present such notice to their supervisor four (4) days prior to the reporting date.
- b) The employee must furnish the Company with a statement from the Court listing the jury allowances paid and the days and times on which jury duty or stand-by jury duty was performed before pay can be authorized.
- c) The employee must report their availability to the dispatcher or their supervisor within thirty (30) minutes of their release from jury duty each day. If the employee is assigned work that day, the Company will pay the difference between pay received for work performed plus any jury duty allowance and the total for the run not to exceed eight (8) hours straight-time pay. It is understood that any assignments made to an employee after noon will be in the form of a tripper or similar length work in other departments.
- d) Employees failing to provide proper notice and documentation, or failing to report in the prescribed day, will not be eligible for jury

duty pay.

3.11 Physical Examinations

- a) The Company for just cause may require an employee to submit to a physical examination by a physician duly licensed to practice in Iowa, to determine the employee's ability to adequately perform assigned duties, with or without reasonable accommodation, and their ability to meet current DOT physical requirements for commercial drivers, if applicable.
- b) The examining physician shall be selected by the Company, and the cost of such examination shall be paid by the Company.
- c) If the Company must relieve an employee from duty to perform the examination, the employee will be reimbursed for work shift time lost. **The employee shall be paid for physical exam time, but not travel time. Mileage is a flat rate reimbursement of \$5.00.**
- d) All employees will be required to perform a DOT re-certification physical examination paid by the Company the month in which their most recent physical examination expires. Employees must continue to meet current DOT physical requirements for commercial drivers as well as have the ability to meet the minimum physical requirements necessary to adequately perform assigned duties.
- e) Should any required physical examination reveal unfitness of the employee to perform assigned duties, the following shall occur depending upon the particular circumstances of each case:
 - 1) The employee involved may continue working while undergoing medical treatment if the examining physician certifies their ability to do so safely.
 - 2) ~~The employee may be placed on sick leave per Section 3.5, at which time the Company may consult with the employee's personal physician.~~ **The employee will use any accrued sick leave time and/or may apply for short term disability.**
 - 3) If it is determined that the problem cannot be solved; and, therefore, the employee is unable to perform their job any longer the Company will attempt to transfer the employee to an open position in which they can perform. If no positions are open, the Company will provide

professional employment counseling.

- 4) If the employee refuses to participate in the program for treatment, the Company may terminate said employee.
 - 5) The employee may retire, if applicable.
- f) Any employee refusing a Company required physical examination shall be terminated.

ARTICLE 4

DISCIPLINE, GRIEVANCE AND ARBITRATION

4.1 Discipline

The Company has the right to discipline employees for just cause, including violations of reasonable Company rules and regulations or any act of conduct, which is contrary to the provision of this Agreement. An employee will be notified within ten 10 days of the alleged safety violation. Employees being disciplined for violations shall have the right to a hearing prior to discipline.

All written warnings and complaints, which are twenty four (24) months old or older, will not be used by the Company in disciplinary actions against employees. All safety and accident violations which are seventy-two (72) months or older will not be used by the Company in disciplinary action against the employee.

4.2 Grievance and Arbitration

A grievance is defined as a dispute an employee or group of employees may have with the Employer concerning the interpretation, application, or violation of the terms of this Agreement by the Employer. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

STEP ONE -An employee who claims a grievance shall present such grievance in writing, with or without their representative, to the Human Resources Manager, or their designee within five (5) working days (Saturdays, Sundays and Holidays excluded) of the occurrence, or five (5) working days (Saturdays, Sundays and Holidays excluded) after they reasonably should have known of the occurrence upon which the grievance is based. The grievance must be presented in writing on an Employee Grievance Form, signed by the aggrieved employee and the Union representative, and should specifically state the section or sections of this Agreement alleged to have been violated. The Human Resources Manager, or their designee shall give their written answer to the representative and employee(s) within five (5) working days (Saturdays, Sundays and Holidays excluded) after the grievance has been presented to him or her.

STEP TWO - When a grievance of an employee or employees cannot be settled by the foregoing grievance procedure, the employee and/or Union representative may refer such

disagreement or grievance to the Chief Operating **and Planning Officer, or their designee**, for final disposition. The Union representative desiring to submit the question to the Chief Operating **and Planning Officer, or their designee** shall serve written notice to the Chief Operating **and Planning Officer, or their designee** of their intention to do so within five (5) working days (Saturdays, Sundays and Holidays excluded) after their receipt of the answer in Step ~~One Two~~. The Chief Operating **and Planning Officer, or their designee** shall render a determination within a reasonable time not to exceed fifteen (15) days of submission.

STEP THREE - Within five (5) working days (Saturdays, Sundays and Holidays excluded) after the receipt of the Chief Operating and Planning Officer's Step Two Answer, the employee and/or Union representative may refer such disagreement or grievance to the Chief People Officer, or their designee, for final disposition. The Union representative desiring to submit the question to the Chief People Officer, or their designee shall serve written notice to the Chief People Officer, or their designee of their intention to do so within five (5) working days (Saturdays, Sundays and Holidays excluded) after their receipt of the answer in Step Two. The Chief People Officer, or their designee shall render a determination within a reasonable time not to exceed fifteen (15) days of submission.

STEP THREE FOUR: Within five (5) working days (Saturdays, Sundays and Holidays excluded) after the receipt of the **Chief People Officer's** Step ~~Two~~ **Three** answer, the grievance may be submitted to arbitration by the Union representative. Notice to the Company of such submission shall be in writing, signed by a representative of the Union, and stating the specific section(s) of the Agreement, which is to be considered by the arbitrator. Upon receipt of a grievance submitted to arbitration according to Step ~~Three~~ **Four** of the grievance procedure, representatives of the Union and the Company shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator, either may request the Federal Mediation and Conciliation Service to submit a list or lists of arbitrators from which one will be selected by the parties. Such request for list(s) of arbitrators must be made within thirty (30) days of the initiation of Step ~~Three~~ **Four**. Upon receipt of the list of arbitrators, the representative of the Union and a representative of the Company shall alternately strike names from the list until one-name remains, and this individual shall be

the arbitrator. The representative of the parties shall decide, by a flip of a coin, who shall eliminate the first name from the list.

4.3 Time Limits

Failure of either the Company or the Union to comply with the time periods in either presenting grievances and/or answering grievances shall constitute a forfeiture of the failing party's position in the grievance. The time limits set forth herein may be extended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

4.4 Powers of the Arbitrator

A decision of an arbitrator, within the scope of their authority, shall be final and binding on the Union, the Company, and the aggrieved employee(s). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Company and the Union.

4.5 Arbitration Expenses

The Union and the Company shall share equally the expenses and fees of the arbitrator, and any expenses, including fees for a court reporter and transcript. Each shall pay its own expenses during the grievance and arbitration procedures.

ARTICLE 5

INSURANCE PROVISIONS

5.1 Life Insurance

During the term of this Agreement, the Company shall provide and pay premiums for standard group life insurance, payable to the beneficiaries or the estate of all active regular full-time employees in the amount of \$20,000, except as specified in Section 8.4.

5.2 Health and Accident Insurance

The Company agrees to furnish Health and Accident coverage for all regular full-time employees covered by this Agreement. Claims to be paid based on a five (5) day workweek and paid at the rate of:

- Four (4) hours pay at the employee's straight time rate of pay or a minimum of fifty dollars (\$50) per day
- Employees working a shift other than five (5) days per week will be paid as if they worked five (5) days per week

Scheduled days off will not be considered in computation of benefits. Claims are to start with the first (1st) scheduled workday absent due to an accident, and on the fourth (4th) workday absent due to a sickness, retroactive to the first (1st) day of sickness after eleven (11) consecutive work days absent due to said sickness. Twice each calendar year, the employee shall receive the Health and Accident payment on the first day of sickness once the employee is absent four (4) days. Health and Accident payments will not exceed twenty six (26) weeks per occurrence or in any one calendar year. This coverage not to be payable to an employee receiving DART or any other employers' Worker's Compensation Benefits. Health and Accident payments will only be allowed when the following conditions are met:

- a) Employees must furnish the Company with a doctor's statement from a licensed physician within two (2) weeks after an illness or accident.
- b) All claims shall be supported by a satisfactorily completed Health and Accident form furnished by a licensed physician. Any claim exceeding four (4) weeks shall be supported by a monthly written statement by said physician verifying the continued disability and the date, which the employee should be able to resume their work duties. Failure to comply with all conditions will mean forfeiture of future Health and Accident payment for said illness or injury for a minimum of two (2) weeks.
- c) Full and part time employees shall immediately notify her Supervisor and the Human Resources Manager upon confirmation of pregnancy by the employee's doctor. Three months after such notification, the employee will be required to present to the Human Resources Manager her doctor's written authorization stating conditions of health for each additional month of work. This medical release should state that there are not potential health hazards for the expectant mother and unborn child to allow the employee to continue normal work duties.
- d) Health and Accident (H & A) insurance for full time employees will be allowed from that point in time which the employee's validation states that continued work will be harmful to the mother and/or the unborn child. These H & A payments shall not exceed the 26 week limit. The Company will comply with all Federal and State laws regarding maternity leave.

Any employee off on H & A may use up to four (4) hours of Vacation time in addition to the four (4) hours of H & A to equal an eight (8) hour day. Employees must furnish the Company with a

doctor's statement from a licensed physician to receive vacation pay for accident or sickness.

5.2. Short Term Disability

The Company will provide to regular full-time employees a short-term disability insurance policy at a group rate, designed to cover 50% of employee wages for the first ninety-day of a qualifying condition. The STD Plan provides that the employee shall use accrued paid leave for the first six (6) workdays of an illness. STD begins on the seventh (7th) workday of an illness and continues up to ninety days. Company will cover 100% of the premium cost for the short-term disability coverage. Employees shall utilize paid leaves of absences, until exhausted, during the ninety-day coverage period. Employees have the option to use accrued paid leave and/or sick leave to supplement short term disability payments.

5.3 Hospital, Medical, Surgical, and Dental Insurance (Full-Time)

The Company will provide a health and major medical group program for each eligible regular full-time employee. Any changes in the insurance plans will be by mutual agreement of Company and Union officials. All employees insured by the Employer agree to participate in an Annual Health Screen paid for by the Employer. The annual health screen data can also be supplied by the employee's own doctor.

These coverages are provided to the following:

- a) All eligible full-time employees, including their families.
- b) All employees with early retirement for a maximum of one year provided they continue to pay their employee contribution.
- c) Laid off full-time employees that have accepted part-time positions as specified in Section 8.4.
- d) Contribution level:

Employee contributions to health and dental premiums will be deducted over 24 pay periods annually (or twice per month) from payroll deductions.

Plan 1 (Premium)	Percent of Total Premium
Single	17.7% 22%
Single+Spouse	40% 45%
Single+Child	40% 45%
Family	40% 45%

HDHP	Percent of Total Premium
Single	9% 13%
Single+Spouse	11% 15%
Single+Child	12% 16%
Family	24% 28%

In addition to the above, the Company will make an annual contribution of the following for each employee who selects the HDHP plan:

H.S.A.	Annual Company Contribution
Single	\$ 900 \$1,000
Single+Spouse	\$ 1,500
Single+Child	\$ 1,500
Family	\$ 1,800 \$2,000

- e) Eligibility for insurance coverage is determined by the insurance carrier.

5.4 Hospital, Medical, Surgical and Dental (Part-Time)

The Company will provide a health and major medical group program for each eligible part-time employee. Any changes in the insurance plans will be by mutual agreement of Company and Union officials.

These coverages are provided to the following:

- a) All eligible part-time employees, including their families.
- b) Contribution level:

The following amounts will be deducted over 24 pay periods annually (or twice per month) from payroll deductions.

HDHP	Percent of Total Premium
Single	25%
Single+Spouse	45%
Single+Child	45%
Family	45%

In addition to the above, during the course of the fiscal year, the Company will make the following contributions (prorated based on the number of months remaining in the fiscal year) to the

H.S.A. account of each employee who selects the HDHP plan:

H.S.A.	Annual Company Contribution
Single	\$ 500
Single+Spouse	\$ 600
Single+Child	\$ 600
Family	\$ 700

- c) Eligibility for insurance coverage is determined by the insurance carrier.

Dental insurance will be provided to part-time employees who participate in the HDHP at no charge to the employee.

5.5 Disability Insurance

The Company will pay a maximum monthly premium of \$200 for single coverage on current employees and individuals presently on disability retirement until they qualify for Medicare disability insurance. To qualify, current employees must have ten (10) years of service. Employees hired after June 1, 1989, will not be eligible.

ARTICLE 6

GENERAL BENEFITS

6.1 Pay Day

Employees will be paid on a biweekly basis (on every other Friday). However, when any payday falls on a holiday, employees will be paid on the preceding workday.

6.2 Employee Pass

The following shall be entitled to an employee pass for free transportation on all buses of the Company and over all lines, subject, however, to all provisions and conditions with regard to passes provided for by the rules of the Company. Passes will be issued thirty (30) days after successful completion of the Company training program for operators and employment for Maintenance Department employees. Employees who quit or are terminated must return their pass(es) prior to receiving their last check.

The following shall be entitled to an annual pass for free:

- a) employees free
- b) employee's spouse at \$2.50 per pass
- c) legal minor dependent children of all active employees up to age 21 at \$5.00 per pass
- d) all replacement passes are \$5.00
- e) retiree's and spouse free retired according to IPERS, age sixty-two (62) or on Social Security disability.

(re-homed from overtime)

6.3 Rideshare Van

The company will make one retired Rideshare van available for ATU to operate to alleviate travel time concerns. An agreement pertaining to usage care and maintenance will be drafted between the company and ATU.

ARTICLE 7 VACATION

PAID TIME OFF

7.1 Vacation Paid Time Off Qualifications

- a) All regular full-time employees will receive vacations paid time off as provided under paragraph 7.2 of this section.
- b) In order to qualify for a full vacation an employee must work 1,540 hours during the calendar year involved.
- c) Vacations are taken in the year after the one in which they are earned. Paid time off is computed based on the employee's length of continuous employment on the anniversary of the employee's date of hire.
- d) Beginning December 26, 2021, date of hire will be used to calculate the amount of vacation an employee earned in the previous calendar year. Paid time off shall accrue in equal installments each eligible pay period.

7.2 Vacation Paid Time Off Allowances

Vacations for full-time employees hired before June 1, 1986, shall be provided as follows:

1 st calendar year of service you earn:	One week (40 hours)
2 nd calendar year of service you earn:	Two weeks (80 hours)
5 th calendar year of service you earn:	Three weeks (120 hours)
12 th calendar year of service you earn:	Four weeks (160 hours)
20 th calendar year of service you earn:	Five weeks (200 hours)
30 th calendar year of service you earn:	Six weeks (240 hours)

Vacations Paid time off for full-time employees hired after June 1, 1986, shall be provided as follows:

1 st year of employment	One week (40 hours)	1.54 hours/pay period
3 rd year of employment	Two weeks (80 hours)	3.08 hours/pay period
7 th year of employment	Three weeks (120 hours)	4.62 hours/pay period
12 th year of employment	Four weeks (160 hours)	6.15 hours/pay period
16 th year of employment	Five weeks (200 hours)	7.69 hours/pay period

- 1st calendar year of service you earn: One week (40 hours)
- 3rd calendar year of service you earn: Two weeks (80 hours)
- 7th calendar year of service you earn: Three weeks (120 hours)
- 12th calendar year of service you earn: Four weeks (160 hours)
- 16th calendar year of service you earn: Five weeks (200 hours)

Paid time off for part-time employees shall be provided as follows:

1 st year of employment	20 hours	0.77 hours/pay period
3 rd year of employment	40 hours	1.54 hours/pay period
7 th year of employment	60 hours	2.31 hours/pay period
12 th year of employment	80 hours	3.08 hours/pay period
16 th year of employment	100 hours	3.85 hours/pay period

- a) All ~~vacation~~ **paid time off** periods to begin on Sunday regardless of days off.
- b) ~~Full-time~~ Employees who earn ~~two (2) weeks~~ **one (1) week** or more of ~~vacation~~ **paid time off** shall be permitted to use one (1) week of ~~vacation~~ **paid time off** to be taken in daily increments. Each ~~vacation~~ **paid time off** day taken in this manner would be selected at the employee's convenience in the same ~~manner in which they would select a floating holiday~~ as described in Section 9.3 of this Agreement. All remaining weeks shall be taken in full week increments
- c) Nothing herein contained shall be construed to require any employee to split their ~~vacation~~ **paid time off**, and in the event an employee desires to take their entire ~~vacation~~ **paid time off** in one period, the full ~~vacation~~ **paid time off** may be taken in any month in which the seniority of the employee will entitle them.
- d) Each employee entitled to ~~vacation~~ **paid time off** will receive a ~~vacation~~ **paid time off** on the basis of forty (40) hours at their regular rate of pay for each week of ~~vacation~~ **paid time off** provided for herein. ~~Vacation~~ **paid time off** pay shall be received as though worked.
- e) Employees ~~who have worked at least 1,540 hours during any year and~~ who voluntarily or involuntarily leave the service, or pass away, shall be paid **their current full-vacation paid time off accrual balance per the payroll system.** ~~allowance provided for~~

in this section. Employees who complete less than 1,540 hours of service during any year (after completing an initial twelve (12)-months as a new employee) and leave the service voluntarily, involuntarily, or pass away, shall receive a pro-rata amount of vacation allowance based upon the amount of service during the year in question as follows:

- ~~1) One-twelfth (1/12th) of the vacation allowance for each month of employment.~~
- ~~2) One-twenty-fourth (1/24th) of vacation allowance for each half month of employment.~~
- ~~3) Any employee, working beyond the eighth (8th) day and through the twentieth (20th) day of the month will be counted as working one-half (1/2) month.~~
- ~~4) Any employee working beyond the twentieth (20th) day of the month will be counted as working a full month.~~

- f) To ensure all employees have the flexibility for PTO, in addition to the accrual hours above, each regular full-time employee shall receive twenty-four (24) hours of PTO added to their PTO bank on January 1 of each calendar year. Each regular part-time employee shall receive sixteen (16) hours of PTO added to their PTO bank on January 1 of each calendar year. New hires shall receive a prorated amount of this PTO allocation based on their hire date.**
- g) An employee shall be allowed to carryover a maximum of forty (40) hours of paid time off to the subsequent year.**
- h) Employees may go negative in their PTO banks by 40 hours. If an employee's PTO is negative at the time of termination, such amounts would be withheld from their final paycheck.**
- i) For the 2025-2028 CBA, with the conversion from vacation to PTO, PTO will start accruing the first full pay period of July 2025 (at the current year of employment accrual rate). Vacation earned through the end of the 2022-2025 CBA (Jan. 1, 2025 to June 30, 2025) will be deposited in the employee's PTO bank the first pay period of July 2025. Employees will be allowed a one-time 80-hours carryover at the end of December 2025.**

7.3 Vacation Paid Time Off Allowance for Employees Who Lost Time Due to Personal Sickness, Accidents or Retirement

- a) (Fifteen hundred and forty) 1,540 hours of work shall qualify an employee for a full ~~vacation~~ **paid time off** according to continuous years of service. 1,540 hours worked is defined as hours either work or scheduled paid absence, including union business,
- b) Employees who have sufficient service to qualify for ~~a vacation~~ **paid time off**, but work less than 1,540 hours during the calendar year, shall receive a prorated ~~vacation~~ **paid time off** allowance based on hours worked.

7.4 Vacation in Lieu of Health and Accident

Any employee off sick for five (5) or more working days, can take vacation time in lieu of Health and Accident coverage, as long as the vacation is taken in one week increments, and that employee has the approval of their supervisor. If an employee's vacation falls while they are on Health and Accident coverage, the said employee will then be given the option of rebidding their vacation according to the vacation weeks open to bid.

Employees off work due to an accident or sickness may choose to use vacation time to receive a maximum of eight (8) hours of pay per day. Any employee of sick can take vacation time in lieu of Health and Accident coverage. Employees must furnish the Company with a doctor's statement from a licensed physician to receive vacation pay for accident or sickness.

7.5 Sick Leave Allowance

All regular full-time employees will be allowed forty (40) hours of sick leave per year to be used in accordance with the provisions of this section, when absence is by bona fide illness or injury. Sick leave hours shall be deposited in the employee's bank on January 1 of each year. An employee's sick leave bank shall be prorated for those entering or leaving employment during the calendar year.

It is the responsibility of the employee to notify their supervisor at a minimum of one (1) hour prior to their scheduled work. A doctor's certificate may be required due to illness or injury of three (3) or more consecutive days.

Current employees will be paid for all unused sick leave remaining at the end of each calendar year (to be paid with January payroll).

Upon termination of employment, an employee will be paid for the prorated unused sick leave remaining as of the date of their separation. Any prorated

negative balance upon employment termination shall be deducted from the employee's PTO balance. If the PTO balance is insufficient, the negative sick leave balance shall be deducted from the employee's final paycheck.

ARTICLE 8

SENIORITY

8.1 Probationary Period

All new employees will serve a ninety (90) day probationary period. The probationary period for full or part time operators will not begin until the employee has successfully completed the DART operator training program.

8.2 Definition

Except where otherwise provided, seniority shall mean length of continuous service with the Authority and its predecessor employers as a regular full-time employee. Probationary employees shall have no seniority until they have satisfactorily completed their probationary period. During the probationary period, the Employer may terminate, discipline, or suspend a probationary employee without any restriction under this Agreement and without any review of such action under the grievance procedure. An employee retained after completion of the probationary period shall be placed at the bottom of the seniority list, and their seniority shall relate back to original date of hire.

8.3 Application of Seniority

In all cases of layoffs, recall after layoffs, and promotions to fill vacancies, the Employer shall consider seniority, qualifications, ability to perform the work, and physical fitness. When vacancies arise, the vacancy shall be posted and the qualifications for the position in question shall be listed. If employees are qualified, able to perform the work, and physically fit, then seniority shall govern. Provided, however:

- a) From the effective date of this Agreement, the positions of Route Supervisor and Dispatcher shall be determined on the basis of qualifications.
- b) Seniority shall be departmental only within the following groups:

FIXED ROUTE OPERATORS GROUP - The employees in this group shall be limited to full-time and part-time operators.

MOBILITY SERVICES OPERATORS GROUP- The employees in this group shall be limited to full-time and part-time operators.

TECHNICIANS GROUP - The employees in this group shall be

limited to Technician Apprentices, Technicians II, III and IV, Journey Level Technicians and Master Technicians.

BODY SHOP GROUP – The employees in this group shall be limited to Collision and Body Repair Persons.

SERVICE GROUP - The employees in this group shall be limited to Service Person, Tire Person, Utility Person and Interior Cleaners.

STOREROOM GROUP - The employees in this group shall be limited to Parts Person.

BUILDING/MAINTENANCE GROUP - The employees in this group shall be limited to Buildings and Grounds employees.

- c) Seniority shall apply to temporary transfers. Any transfer of less than sixty (60) working days', duration shall be presumed to be temporary.

8.4 Layoff and Recall

The Company will comply with applicable law (e.g. The Iowa WARN Act) and give an employee as much notice as possible, with a copy to the Union, when the workforce is to be reduced. Employees whose positions are abolished may, within five (5) days, exercise their seniority rights over junior employees in any classification for which they are qualified.

When it becomes necessary to layoff employees, such layoffs shall be made in the inverse order of seniority.

When the employer recalls employees from layoff they shall be recalled in the reverse order in which they were laid off with full seniority, rights and benefits.

Full-time operators who are reduced to part-time will be paid the ~~part-time~~ **full-time** operators' wage rate. The Company will maintain life and single health insurance benefits as provided to full-time employees if the employee has a minimum of five (5) years of service and works at least twenty (20) hours per week as a part-time operator. (The operator can maintain family coverage by paying the difference in premiums themselves). Operators working less than twenty (20) hours per week or having less than five (5) years of service will only receive benefits applicable to part time employees.

Any full-time employee who is laid off can elect to accept or decline a part-time position. Regardless of choice, the employee retains all recall rights for up to eighteen (18) months. A full-time employee reduced to part-time shall have their seniority frozen until reinstated to full-time.

Maintenance employees laid off may elect to bump junior employees in other maintenance jobs for which they are qualified. It is the employee's responsibility to keep DART supplied with a correct mailing address and phone number.

8.5 Seniority Records

Seniority records shall be maintained by the Human Resources Department and shall be available at all times. A copy shall be furnished to the Union annually on each anniversary of the Agreement. Any protest as to the correctness of the seniority list must be made in writing to the Human Resources Manager within thirty (30) days after the list is posted and/or delivered to the Union. If no written protest is filed by the Union within the specified time limits, the seniority list will be deemed approved.

8.6 Loss of Seniority.

An employee shall lose their seniority in the following manner:

- a) If they are off work for any reason for a continuous period of more than eighteen (18) months (other than absence due to compensable injury under the Iowa Worker's Compensation Act) except as otherwise provided in the Leave of Absence section of this Agreement.
- b) By quitting. (If an employee is absent from work more than three (3) consecutive work days without notifying the Employer, unless such notification was prevented by just cause, and if the absence is without good cause, it will be assumed that they have terminated their employment.)
- c) By discharge for just cause after all grievance procedures have been exhausted.
- d) By failing to report within five (5) working days after the expiration of a leave of absence.
- e) Failure to return to work upon recall after layoff within ten (10) working days after the Employer has given notice of recall or on the date fixed for return to work if the employee has been notified in advance of such date.

8.7 Promotions

Any employee accepting a job with the Company outside the bargaining unit after the effective date of this Agreement will suffer no loss of seniority if they return to the unit within one (1) year.

ARTICLE 9

REPORTS, LICENSE AND HOLIDAYS

9.1 Accident and Claim Reports

- a) The Company will pay employees thirty (30) minutes for accident reports that are filled out completely in compliance with all company policies.
- b) The Company will pay employees fifteen (15) minutes for Company required incident reports that are filled out completely in compliance with all company policies.
- c) Employees who lose time or have other expenses such as travel, meals, lodging, etc., or are subpoenaed as a witness in cases involving the Company, shall be reimbursed for all said expenses and time.

9.2 Commercial Driver's License (CDL)

The Company agrees to pay for commercial driver's licenses (CDL) for all employees needing a CDL license in the following manner:

- a) Employees will be reimbursed the full amount of the commercial driver's license upon presentation of proof of payment for license. Employees who terminate employment with the Company prior to two (2) years and one (1) day of service from the last date of license acquisition (with the exception of death) shall have fifty percent (50%) of the total license price deducted from their last check. New employees who do not already possess a commercial driver's license must provide their commercial driver's permit.
- b) Employees who terminate employment with the Company prior to one (1) year shall have the total cost of the license price deducted from their last check plus \$250.00 for the CDL training costs.

9.3 Holidays

- a) Days: The following holidays will be observed on the days as observed in Iowa: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. ~~In addition, each employee shall be granted three floating holidays per calendar year of the Agreement.~~ (Added to PTO bucket in 7.2) ~~To reflect the actual practice that holidays operate on a calendar year, not a contract year the parties executed an MOU~~

to change from fiscal year to calendar year for holidays.
Employees will be allowed to carry over one floating holiday to be used by December 31, 2023.

b) Eligibility for Holiday Pay:

- 1) Employees must work their entire work assignment the day before and the day after the holiday in order to receive holiday pay.
- 2) In the event a holiday falls within an employee's vacation **paid time off** period, he shall be granted an additional vacation **paid time off** day with pay.
- 3) Employees who are serving their probationary period are not entitled to pay for holidays falling within the probationary period.

c) A floating holiday will be given under the following conditions:

- 1) Employee has been actively employed for ninety (90) days.
- 2) Employee must give at least five (5) working days' notice of intention to take the holiday. Holidays will be granted on a "first come first serve" basis.
- 3) No more than five six (6%) percent of employees may be allowed the holiday at one time.
- 4) Employees may take a floating holiday with less than the five (5) days' advance notice subject to their supervisor's approval. Employees who have met the advance notice requirement shall have preference for floating holidays regardless of seniority.
- 5) The Company will pay employees for unused floating holidays at the end of each calendar year, provided the employee has made a minimum of two (2) requests to use floating holidays that have been denied. Such requests must be made at a time other than dates in conjunction with regularly scheduled holidays for an employee to receive pay for unused floating holidays.

- d) Holiday Pay. Employees who qualify will receive eight (8) hours holiday pay at their regular hourly rate for five day (5) work weeks or ten (10) hours holiday pay at their regular hourly rate for four (4) day work weeks.

- e) Pay for Work on a Holiday. Employees who are otherwise eligible for holiday pay and who work on a holiday will be paid at time and one-half (1½) their regular rate for hours worked on a holiday up to eight (8) hours, and double time for hours worked in excess of eight (8) hours holiday pay in accordance with 9.3(b).

ARTICLE 10

PART-TIME EMPLOYEES

10.1 Use of Part-time Employees

Part-time bus operators and maintenance employees shall only be covered under sections of this agreement dealing with probationary period, union membership, union representation, grievance procedure, funeral leave, holidays, bidding of runs, operator seniority (see Section XXI), discipline, FMLA, military leave, wages and insurance provisions (Section V 5.4).

10.2 Number of Part-time Employees

No more than fifty-two (52) employees may be employed by the Company as part-time operators at any one time. No more than five (5) employees may be employed by the Company as part-time maintenance employees at any one time during the term of this agreement.

10.3 Work Week

Part-time employees will not be regularly scheduled to work more than ~~thirty-five (35)~~ **twenty-nine (29)** hours in any workweek. Part-time employees may work over ~~thirty-five (35)~~ **twenty-nine (29)** hours in a work week under the following circumstances:

- a) The part-time employee is filling in for other employee absences.
- b) Part-time employees volunteer for extra hours.

The parties further agree that the above can only be exercised after Section 20 and the Overtime Policy has been complied with.

10.4 Guarantee

- a) Part-time operators shall be paid for all time during which they are required by the Company to perform any duties, and shall be guaranteed a minimum of two (2) hours of work or pay for each call in. No other guarantees, penalty pay provisions, spread time, paid leave, or other fringe benefits shall be applicable to part-time operators except as provided in this Agreement. Part-time employees shall be paid overtime for all hours worked over eight (8) in a workday or over forty (40) in any workweek.
- b) If regular route Sunday service is implemented, work will be in the form of straight runs paying no less than three (3) hours.

10.5 Seniority

Part-time operators will accrue seniority only within their group while so employed. They will not accrue Company seniority. A part-time operator who applies and is accepted for employment as a full-time operator shall for all purposes accrue Company and Departmental seniority only from the date of their hire as a full-time operator. A separate list of part-time employees will be made available to the union. Part-time maintenance employees will accrue seniority only within their group while employed. They will not accrue Company seniority.

10.6 Preference for Vacancies

Part-time operators who apply for full-time operator positions shall be given the available full-time position on the basis of their seniority. Part time operators with at least one (1) year of service promoted to full time will be entitled to one (1) week of vacation **paid time off** when they become a full time operator. If they become a full time operator on or before August 1st they must use the forty (40) hours in that calendar year. In this case only, they may break the vacation **paid time off** time into one (1) day increments, if they become full time after August 1st they will bid the forty (40) hours in the vacation **paid time off** bid for the next calendar year.

10.7 Uniforms

Part-time employees will be eligible for ~~\$225~~ **\$330** annual uniform and shoe allowance their first year. Maximum uniform allowance will be no more than ~~\$325~~ **\$330** annually regardless of employment status changes. Part-time employees upon their second subsequent uniform and shoe allowance will be eligible for ~~\$325~~ **\$330** annual uniform allowance. Part-time employees will be required to reimburse the Company for any used portion of the uniform allowance who have not completed their probationary period.

Part-time employees who leave the employ of the Company after completing their probationary period and within twelve (12) months of their date of hire will have the cost of the uniforms purchased deducted from the employee's final paycheck on a pro-rated basis. Proof of purchase and cost of uniforms purchased are required to establish allowance entitlement.

10.8 Check-off

Part-time employees will be subject to Union check off as specified in Section 2.5 as applicable.

10.9 Part-time Operator Bidding

The Union and the Company will mutually agree on a procedure to complete the bidding process in no longer than two (2) working days.

Each operator must bid, either in person or by furnishing their choices to the dispatcher on a bid slip. Any operator who fails to bid will be assigned a run as near like the one they are holding, as possible. An operator will be considered available if he is working during the week runs are posted. There will be no bumping during the general bid.

10.10 Part-time Holiday Pay.

- a) Days: The following holidays will be observed on the days as observed in Iowa: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. ~~In addition, each part-time operator shall be granted two (2) floating holiday per calendar year of the agreement. (Added to PTO bucket in 7.2)~~

- b) Eligibility for Holiday Pay:
 - 1) Employees must work their entire work assignment the day before and the day after the holiday in order to receive holiday pay.

 - ~~2) Employees who are serving their probationary period are not entitled to pay for holidays falling within the probationary period.~~

- c) Holiday Pay: Employees who qualify will receive six (6) hours pay at the employee's straight time rate of pay per holiday.

- d) Pay for Work on a Holiday: Employees who are otherwise eligible for holiday pay and who work on a holiday will be paid at time and one-half (1½) their regular rate for their assigned run that day in accordance with 10.10(b).

~~e) A floating holiday will be given under the following conditions:~~

- ~~1) Employee has been actively employed for ninety (90) days.~~

- ~~2) Employee must give at least five (5) working days' notice of intention to take the holiday. Holidays will be granted on a "first come – first serve" basis.~~

- ~~3) No more than five (5%) six (6%) percent of employees may be allowed the holiday at one time.~~

- ~~4) Employees may take a floating holiday with less than the five (5) days' advance notice subject to their supervisor's~~

approval. Employees who have met the advance notice requirement shall have preference for floating holidays regardless of seniority.

5) The Company will pay employees for unused floating holidays at the end of each contract year, provided the employee has made a minimum of three (3) requests to use floating holidays that have been denied. Such requests must be made at a time other than dates in conjunction with regularly scheduled holidays for an employee to receive pay for unused floating holidays.

10.11 Part-time Life Insurance

During the term of this Agreement, the Company shall provide and pay premiums for standard group life insurance, payable to the beneficiaries or the estate of all active part-time employees in the amount of \$10,000.

10.12 Flexible Part-time Operators

DART may hire up to eight (8) flexible part-time operators with the purpose of recruiting employees who want to work a truly part-time operator position of no more than 25 hours/week (i.e., weekday mornings, weekdays, afternoons, weekends).

Rules for this position include:

- Planning will create a specific number of runs that fit this classification, and the bid for these runs will only be open to employees who are part of this classification. If there are not enough employees to bid on this classification of work, it would go on the available work list for OT/extra board, etc.
- This position would not be subject to mandatory overtime unless under emergency operations (i.e. community emergency situation not due to labor issue).
- This position would not have a weekly guaranteed minimum.
- This position would not be allowed extra work except during the state fair or emergency operations (i.e. community emergency situation no due to labor issues).

10.13 Part-Time Sick Leave Allowance

All regular part-time employees will be allowed twenty (20) hours of sick leave per year to be used in accordance with the provisions of this section, when

absence is by bona fide illness or injury. Sick leave hours shall be deposited in the employee's bank on January 1 of each year. An employee's sick leave bank shall be prorated for those entering or leaving employment during the calendar year.

It is the responsibility of the employee to notify their supervisor at a minimum of one (1) hour prior to their scheduled work. A doctor's certificate may be required due to illness or injury of three (3) or more consecutive days.

Current employees will be paid for all unused sick leave remaining at the end of each calendar year (to be paid with January payroll).

Upon termination of employment, an employee will be paid for the prorated unused sick leave remaining as of the date of their separation. Any prorated negative balance upon employment termination shall be deducted from the employee's PTO balance. If the PTO balance is insufficient, the negative sick leave balance shall be deducted from the employee's final paycheck.

ARTICLE 11

HOURLY WAGE RATES

For Employees hired before July 1, 2025, the wage scale is as follows:

Employee Classification	Effective July 2022-2025	Effective July 2023-2026	Effective July 2024-2027
Operators in Training			
Student Pay	\$20.00	\$20.40	\$21.01
Full Time Fixed Route Operators			
First 6 Months	\$26.01	\$26.79	\$27.59
Second 6 Months	\$26.52	\$27.32	\$28.14
Regular	\$29.26	\$29.85	\$30.74
Part Time Fixed Route Operators			
First 6 Months	\$18.93	\$19.50	\$20.08
Second 6 Months	\$19.99	\$20.59	\$21.21
Regular (after 6 months)	\$23.64	\$24.11	\$24.83
Full Time Mobility Service Operators			
Regular	\$26.48	\$27.01	\$27.82
Part Time Mobility Service Operators			
Regular	\$24.06	\$24.55	\$25.28
Technician Group			
Full Time - Technician			
Probationary Pay	\$23.93	\$24.65	\$25.39
I	\$28.63	\$29.21	\$30.08
II	\$29.82	\$30.42	\$31.33
III	\$31.02	\$31.64	\$32.59
IV	\$32.18	\$32.83	\$33.81
Journey Level	\$34.06	\$34.74	\$35.79
Master Technician	\$36.57	\$37.30	\$38.42
Body Shop			
Probationary Pay	\$28.89	\$29.75	\$30.65
Regular	\$34.06	\$34.74	\$35.79
Full Time Service Group			
Service Person			
Probationary Pay	\$18.73	\$19.29	\$19.87
First 6 Months	\$19.34	\$19.92	\$20.52
Second 6 Months	\$19.89	\$20.49	\$21.10

Employee Classification	Effective 2022-2025	Effective 2023-2026	Effective 2024-2027
Regular	\$23.26	\$23.73	\$24.44
Utility Person			
Probationary Pay	\$18.41	\$18.96	\$19.53
First 6 Months	\$19.37	\$19.95	\$20.55
Second 6 Months	\$20.29	\$20.90	\$21.53
Regular	\$23.56	\$24.03	\$24.75
Interior Cleaner			
Probationary Pay	\$16.23	\$16.72	\$17.22
First 6 Months	\$18.12	\$18.66	\$19.22
Second 6 Months	\$18.69	\$19.26	\$19.83
Regular	\$21.97	\$22.41	\$23.08
Storeroom Group			
Partsperson			
Probationary Pay	\$22.02	\$22.68	\$23.36
First 6 Months	\$25.19	\$25.95	\$26.73
Second 6 Months	\$25.27	\$26.03	\$26.81
Regular	\$28.80	\$29.38	\$30.26
Tireperson			
Probationary Pay	\$22.13	\$22.80	\$23.48
First 6 Months	\$25.27	\$26.03	\$26.81
Second 6 Months	\$25.37	\$26.13	\$26.92
Regular	\$30.11	\$30.71	\$31.63
Buildings and Grounds Group			
Buildings and Grounds Person			
Probationary Pay	\$17.34	\$17.86	\$18.40
First 6 Months	\$19.66	\$20.25	\$20.86
Second 6 Months	\$19.74	\$20.33	\$20.94
Regular	\$22.94	\$23.40	\$24.10
Part Time Service Group			
Service Person			
0-90 Days	\$15.42	\$15.88	\$16.36
91+ Days PT Regular	\$19.30	\$19.69	\$20.28
Interior Cleaner			
0-90 Days	\$13.10	\$13.50	\$13.90
91+ Days PT Regular	\$16.49	\$16.82	\$17.32

Employee Classification	Effective 2022-2025	Effective 2023-2026	Effective 2024-2027
Part Time Storeroom Group			
Partsperson			
0-90 Days	\$15.17	\$15.62	\$16.09
91+ Days PT Regular	\$19.54	\$19.93	\$20.53
Part Time Buildings and Grounds			
Buildings and Grounds			
0-90 Days	\$15.05	\$15.50	\$15.96
91+ Days PT Regular	\$18.82	\$19.20	\$19.77

For fixed route and mobility services operators hired on July 1, 2025 or after, the wage scale is as follows:

Fixed Route and Mobility Services

Student	\$20.00	\$20.40	\$21.01
Year 1	\$24.75		
Year 2	\$25.25		
Year 3	\$26.00		
Year 4	\$26.78		
Year 5	\$27.59		
Year 6	\$28.41		

All other positions follow the table above.

NOTES:

- Operators who serve as instructors for students shall receive an additional one dollar and fifty cents (\$1.50) per hour.
- Building/Maintenance employees will receive an additional twenty-five cents (.25¢) per hour for each city fireman and city engineer license.
- Journey Level Technicians and Master Technicians who serve as instructors at the direction of the Company shall receive an additional one dollar **and fifty cents** (~~\$1.00~~) **(\$1.50)** per hour.
- Lead persons and fill in Lead persons in the Technician and Service Groups shall receive an additional ~~one dollar and fifty cents~~ **two dollars** (~~\$1.50~~) **(\$2.00)** per hour above their normal rate of pay. Fill in lead persons will receive this ~~dollar amount~~ **amount** when the designated lead is absent.
- All Maintenance Department Technicians and Parts Person(s) who bid other than a day shift will receive ~~sixty cents~~ **one dollar** (~~.60¢~~) **\$1.00** per hour shift differential premium pay. Day shift is defined as scheduled work beginning between 4:00 a.m. and Noon. Part-time or temporary employees are not eligible for shift differential.

6. All pay rates go into effect at the beginning of the first pay period after the dates shown.
- 7.
8. Operators who are used as part-time supervisors or dispatchers shall receive an additional one dollar (\$1.00) per hour for all hours worked as a part-time supervisor or dispatcher.
9. No more than five part-time employees of the Technician Group will be paid at the hourly wage rate of the Technician Level they are classified in.
10. All high-voltage maintenance employees shall receive an additional two dollars and fifty cents (\$2.50) per hour when doing high-voltage work.
- 11. Building/Maintenance employees will receive additional amounts per hour for the following industry endorsements: (i) electrical \$1.50 per hour, (ii) plumbing \$1.00 per hour**

ARTICLE 12

ESCALATOR COST-OF-LIVING AGREEMENT

12.1 General

All employees covered by this Agreement shall be covered by a cost-of-living allowance as herein provided. The amounts of the cost-of-living allowance shall be determined and predetermined as provided herein on the basis of Consumer Price Index for Urban Wage Earners and Clerical Workers (1967-100) as published by the U. S. Department of Labor. The base Index for changes as provided herein is May, 1984.

- a) The first reading of the Index shall be as of May Index 1985.
- b) Cost-of-living shall be identified on the basis of one cent (1 ¢) per hour increase for each .4-point increase in the Index.
- c) The cost-of-living allowance shall not be added to the basic rates during the term of this agreement.

ARTICLE 13

UNIFORMS AND TOOL ALLOWANCE

13.1 Uniform Code

Employees covered by this Agreement will comply with the uniform code as established by the Company. The Union will be consulted on any proposed uniform code changes. In the event of any additions to the existing uniform implemented by the Company during the duration of this contract, the cost of those additions shall be borne by the Company.

13.2 Uniform Allowance

Full time **fixed-route** operators will receive a uniform allowance of up to ~~\$325~~ **\$357.50** per year, **part-time mobility service operators will receive a uniform allowance of up to \$330.00 per year, full time mobility service operators will receive a uniform allowance of up to \$385.00 per year,** and maintenance personnel will receive a uniform and shoe allowance of up to ~~\$525~~ **\$577.50** per year. The shoes to be purchased must be approved by the Company. Maintenance personnel shall receive safety glasses according to the Company's Eyewear-Safety Glasses Program. The Company will pay up to a maximum of one hundred thirty dollars (\$130) every two years for prescription safety glasses for maintenance personnel.

Employees who have not completed their probationary period will be required to reimburse the Company for any used portion of the uniform allowance. Employees who leave the employ of the Company after completing their probationary period and within twelve (12) months of their Company seniority date will have the cost of the uniforms purchased deducted from the employee's final paycheck on a pro-rated basis. Proof of purchase and cost of uniforms purchased are required to establish allowance entitlement.

13.3 Tool Allowance

Technicians who have completed their probationary period, both full-time and part-time technicians, will receive a tool allowance of up to ~~\$600~~ **\$800** per year.

Any tool purchased must be appropriate for use in the Technician's job for the Company. Technicians will be required to reimburse the Company for any used portion of the tool allowance who have not completed an additional ninety (90) day period from the end of their probationary period. Technicians who leave the employ of the Company after completing the additional ninety (90) day period and within twelve (12) months of their date of hire will have the cost of the tools purchased deducted from the employee's final paycheck on a pro-rated basis. Proof of purchase and receipts for tools bought are required to establish allowance entitlement.

ARTICLE 14

TRANSFERRING OF EMPLOYEES

14.1 Classification Pay Rate in Case of Transfer

If an employee is transferred to other classifications for one (1) hour or more, they will receive pay rate of that classification for all hours worked in that classification, providing they shall not receive less than their own classification.

14.2 Transfers Undesirable

The Transit Union agrees that it is undesirable to transfer employees, and the Company agrees not to transfer employees except in cases of emergency.

14.3 Eligibility for Transfer

In order to be eligible to transfer to another union or administrative position, the employee shall have no current written discipline, with the exception of driving-related discipline that would not be relevant in the new role.

Progressive discipline is considered current for a rolling 12-months from the date of signature on the discipline document.

ARTICLE 15

PICKET LINE

15.1 Picket Line

Because of tradition that dates back many years, it is expressly agreed by the Company that no employee, a member of the Transit Union, will in any way be criticized or disciplined for their refusal to cross a "picket line." Nor will there be any action taken against Transit Union because of any of its members refusing to cross a "picket line."

~~TRANSPORTATION DEPARTMENT~~

FIXED ROUTE OPERATORS GROUP

ARTICLES 16-23

ARTICLE 16

SCHEDULE, NUMBER OF BUSES RUNNING, AND EMPLOYMENT LEVELS

16.1 Hours of Service

The Company shall make the hours of service as near as practicable to satisfactory service to the public and economical operation of the Company's buses.

16.2 Number of Buses Running

The Company shall have the right to fix the number of buses running at all hours and the length of time they shall be on the street, endeavoring at all times to make the work as agreeable to the operators as will be consistent with the safest and most economical operation of the Company's buses.

16.3 Employment Levels

The Company has the exclusive right to establish the number of full-time and part-time employees in any department, to the extent that it does not violate any section of this agreement.

It is in the interest of the Company to maintain maximum full-time

employment levels as long as practicable. To that extent, the Company will not fall below sixty-six (66) full-time operators unless as a result of service cuts or contracting certain parts of the operation. Before such cuts occur, the Company will meet with the Union representatives to examine other means of achieving the same savings.

ARTICLE 17

RUNS

17.1 Hours

The purpose of this section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week except where expressly granted. The normal workweek shall consist of ~~five (5) days~~ **forty (40 hours)** within a ~~seven (7)~~ **four (4) or five (5)** day period from Sunday through Saturday.

With the exception of night service, any AM and PM trippers, when combined to total more than seven (7) hours and 42 minutes platform time, must be coupled to form a run. No split shall report or relieve more than twice in any one day. Any tripper not connected with a school run consisting of five (5) or more hours of platform time shall not pay less than seven hours and 42 minutes unless it is coupled with another tripper and worked as a run.

- a) The Employer will be allowed to have up to a maximum of ~~five (5)~~ **seven (7)** runs, **two (2) of which will not have a spread of more than ten (10) hours.** ~~that have three-way splits. Three-way splits are exempt from the minimum split of two (2) hours.~~
- b) The Employer will try to maintain an equal blend of full-time and part-time night service runs.

17.2 Guarantee

All regular full-time operators (including Extra Board) shall be guaranteed thirty-eight and one half (38½) hours of work or pay per week, **except that the Company can create up to twenty (20) bids of less than 35 hours of work per week, in which case such employee shall be guaranteed thirty (30) hours of work or pay per week during the academic year,** except in the case of a natural disaster and paid holidays, which fall on weekends. Any bid work not performed will be deducted from the guarantee. When extra work is attached to the front of or back of any assignment and the pay is continuous, the employee will be paid actual time worked.

Show up, trippers and special services work assignments will pay a

minimum of three (3) hours. Schoolwork assignments will pay a minimum of two (2) hours.

An employee called in on their day off or an employee called back to work after they have been dismissed by the dispatcher and has left the property shall be guaranteed a minimum of three (3) hours unless it is a school run, in which case the employee shall be guaranteed a minimum of two hours.

17.3 Overtime

Overtime shall be paid for at the rate of time and one-half (1½) the employee's straight hourly rate for all hours worked in excess of eight (8) hours in one (1) workday or forty (40) hours in a workweek.

17.4 Spread

Spread time will be paid at the rate of time and one-half for time worked after the 13th hour **over 13 hours, as determined from the start and stop of that day's shift.**

17.5 Must Notify Dispatcher Before Nine O'clock A.M.

All **employee** notifications to the dispatcher that will affect the mark up must be made **timestamped** before nine o'clock a.m., **three (3) calendar days before the affected work day. For example, requests which impact the Wednesday schedule must be made by Sunday at 9 a.m.** or they will be considered as having been made the following day. **Dispatch shall not post the markup more than three (3) calendar days ahead of the affected work day.**

17.6 Special Work

Operators who are taken off their runs to do extra work shall not receive less pay for such work than their run called for.

17.7 Sign-Up and Turn-In

All operators will be allowed ten (10) minutes sign-up time and five (5) minutes turn-in time **for each piece of work. A second pull-out on split runs will receive ten (10) minutes restarting time in addition to sign up and turn-in time per day.** Sign-up, turn in, and restarting time will be considered time worked.

17.8 Missing Runs - Loseouts

When an employee misses a run and thereby loses out on a run, the employee will be subject to progressive discipline as described in Section 3.9 of this Agreement. Employees having a loseout for the day may elect to remain on the property to protect other runs and will be assigned other work if it is available, but the employee will still be given a loseout and the appropriate discipline will be invoked. Such employees will not receive any "show-up" pay for protecting other runs and will have broken their weekly guarantee.

17.9 Double Assignments

If two operators are assigned the same work as the result of a Company error, both employees will be paid.

- a) If the double assignment is given to the regular operator who owns the run and an extra, the regular man will work the run.
- b) If two extra operators are assigned the same run, the extra operator with the highest board seniority for the day will work the run.
- c) In both cases above, the operator who does not work the run will automatically be given three (3) hours pay and will be reassigned to other open work by the dispatcher to complete their days work. In the event there is no other open work, the operator will be guaranteed eight (8) hours' pay for the day unless they are working their day off, in which case they will be guaranteed a minimum three (3) hours at time and one-half (1½).

17.10 Performance History

Upon request, an employee will be entitled to a computer printout of their performance history.

17.11 Pay

Daily pay for runs will include the total of **any hours worked**, the following as applicable: platform time, sign-up, turn-in, restarting time, and spread time.

17.12 Contracted/Special Services

Contracted/Special Services will pay platform time plus sign-up and turn-in. Minimum pullouts and overtime provisions will apply.

17.13 Partial Run Worked - Pay Time

When an operator works part of a run and for any reason another operator works the other part of the same run, the operator who lays off shall receive pay for the actual time worked; and the operator working the other part of the run shall receive the remaining total pay time in the run. Operators laying off for personal reasons other than an emergency as defined by the Transportation Manager and in cases where pay for the other half of the run would not leave at least four (4) hours for the second operator, the operator requesting to be off must accept a deduction for an amount sufficient to give the operator working the other half a minimum of four (4) hours.

ARTICLE 18

HOLIDAY WORK

18.1 Holiday Runs

All holiday runs shall be bid off two (2) weeks prior to the holiday. Runs not bid will be assigned to the Extra Board from the bottom up. Operators working will be paid time and one-half (1½) for all time worked and sign-up and turn-in time in addition to holiday pay.

ARTICLE 19

DEFINITIONS

19.1 Definitions.

- a) Call-In: Any time a regular full-time operator is asked to pull out their regular run ahead of their regular pull out time. (Early school pullouts are covered under Section 17.)
- b) Call-Back: Any work performed by a regular full-time operator after they have completed their regular work schedule and has been relieved or has taken the bus to the garage, whether they are still on the premises of the Company or called from home.
- c) Hold-Out: Any time a regular full-time operator performs work that extends beyond their regular relief time or pull-in time but has not been relieved or taken the bus to the garage.

ARTICLE 20

FULL-TIME EXTRA BOARD

20.1 Extra Board Work

The full-time Extra Board may consist of any open work that is not assigned to part-time operators. The Extra Board shall be rotated on a daily basis.

20.2 Extra Board Size

The full-time Extra Board shall not exceed twenty-five percent (25%) of the number of full-time operators.

20.3 Minimum Pay

All work assigned from the full-time Extra Board shall have minimum pay as

follows: Any pieces of work consisting of less than three (3) hours platform time shall pay three (3) hours. With the exception of school work which shall pay a two (2) hour minimum.

20.4 Show Up Assignments

Show-up assignments for regular full-time operators shall pay a minimum of three (3) hours straight time except when the operator on show-up receives an assignment, in which event the operator will receive only the time from the beginning of show-up to the beginning of the assignment.

Operators on show-up may be assigned work by the dispatcher for work such as plugs, schedule delays, schedule information, and other transportation related duties. Transportation duties do not include cleaning, building and ground, maintenance nor janitorial duties.

- a) Operators on show-up may be used for a plug that will operate no more than from one end of the line to the other and direct to the garage to complete show-up. When used as a plug, the operator will receive the minimum three (3) hour show-up time plus any time past the termination of their three (3) hour show-up, whichever is greater.
- b) Plugs will be used only for breakdowns or schedule delays. Any plugs working more than two (2) hours will be paid for time shown up prior to the plug plus three (3) hours.

20.5 Extra Work to the Full-time Extra Board

No regular full-time or part-time operator shall be assigned extra work when an extra board operator is available for that work on their regular workday.

ARTICLE 21

OPERATOR SENIORITY

21.1 Order of all Bids

In the selection of runs, vacations, **paid time off**, etc., seniority rights shall prevail. The person who has accumulated the most continuous service with the Company as an operator shall have first choice, and so on down through the entire seniority list.

ARTICLE 22

BIDDING OF RUNS, VACATIONS **PAID TIME OFF,**

HOLDING RUNS, AND BUMPING

22.1 General Run Bid

- a) Posting of Bids: General run bids for full time and part time operators shall be held at least twice each year. Runs showing platform time, pay time, and extra board places will be posted at least ten (10) days before bidding is started.
- b) General Run Bid Process: The Union and the Company will mutually agree on a procedure to complete the bidding process in no longer than two (2) working days. Each operator must bid, either in person or by furnishing their choices to the dispatcher on a bid slip. Any operator who fails to bid will be assigned a run as near like the one they are holding, as possible, or the extra board if applicable. An operator will be considered available if they are working during the week runs are posted. Any operator who is not available to bid shall be placed on the extra board and will have bumping rights as provided in Section 22.3 upon their return. There will be no bumping during the general bid.
- c) During the general bid, each operator shall select the run of their choice, or the extra board, and their day(s) off if applicable.
- d) Each operator shall indicate their availability for extra work at the time of the general bid. The overtime lists will be organized in seniority order and each day rotated. Procedures for overtime distribution shall be posted at each general bid.

22.2 General Vacation Paid Time Off Bid.

- a) On November 1 of each year, the vacation paid time off periods to be bid shall be posted, and the operators shall have a minimum of ten (10) days to study the periods before being required to bid. At the end of the study period, approximately twenty percent (20%) of the operators will be required to bid within each forty-eight (48) hour period until bidding is completed. Operators failing to leave sufficient choices with the dispatcher and not present at time of bidding shall be placed by the dispatcher. The dispatcher will give preference to seniority in placing such operators.
- b) Vacations Paid time off that comes open because of operators leaving the company service, vacation paid time off slots that are not filled during the vacation paid time off general bid, and vacations paid time off left open because of bidding for the above will be posted and bid during each bid period.

22.3 Bumping Rights

- a) An operator can obtain bumping rights under the following circumstances:
 - 1) When the platform time in any run is changed ten (10) minutes or more, such change shall give the operator affected bumping rights. The operator affected will be given the opportunity to keep their run. If he decides not to keep the run, it will be placed on the board for all operators to bid upon. If a tramp is affected by the run change, it also will be posted to bid if the operator decides not to keep it.
 - 2) When an operator is unavailable for a general run bid.
 - 3) When returning to work after their run has been bid off.
 - 4) When an operator with bumping rights bumps another.
- b) Rules governing the use of bumping rights:
 - 1) The dispatcher will be required to notify any operator who has been bumped as soon as they can reasonably be notified, and a record of notification will be made by the dispatcher.
 - 2) An operator will have twenty-four (24) hours to bump after the time of notification.
 - 3) Operators can exercise their bumping rights in the following ways:
 - (a) They can bump any operator below them in seniority.
 - (b) They can hold an open run until the next bidding.
 - 4) Operators failing to exercise their bumping rights within the prescribed time limits will be placed on an open run by the dispatcher. If there are no open runs, the operator will be placed on the Extra Board.
 - 5) When an operator with bumping rights selects an open run, or bumps an operator who is on vacation **paid time**

off or on sick leave, they shall be placed on the run the next day. The displaced operator shall be notified when they report to work following vacation **paid time off** or sickness.

- (a) The first day of notification, the returning operator shall continue their run.
- (b) On the second day, the returning operator shall be marked on a run as nearly like the run they formerly worked as is possible and will continue to be marked on a run for the length of time that is necessary to notify the operator that they were displaced and allowing them the same rights as herein set forth.
- (c) Operators taking an open run will be on it the following day except if it is being held, in which case it will be treated as set forth in Section 22.3(b).

22.4 To Hold an Open Run, Operators Must Have Bumping Rights

No operator shall be permitted to hold an open run unless he has bumping rights. In the event an operator with bumping rights takes an open run to hold, it is understood that they must take such run if it comes down to them unless other runs have come open in the meantime and are posted for bid. In this case, the operator will be allowed to bid for one of these open runs according to seniority. If the open run that is being held does not come down to the operator on bidding day, that operator must either bid an open run in that bidding period or use their bumping rights within twenty-four (24) hours. Said operator shall not be allowed to hold a second open run unless they have been bumped from the one they were holding. Operators failing to exercise their seniority will be assigned to an unbid run or placed on the Extra Board.

22.5 Open Runs Must Be Bid

- a) Provided there are any open runs, there shall be at least one (1) bidding each pay period, at which time all open runs shall be posted for all operators to bid. Immediately after each bidding day, a list of all new open runs will be posted as they come open. All runs coming open on bidding day shall be placed on the bid sheet and worked from the Extra Board until the next bidding.

~~b) Any open runs not taken during the bid will be assigned to the operator on the Extra Board with the least seniority.~~

- c) Operators cannot turn in their runs and hold open runs.
- d) There shall be no bidding on Saturdays, Sundays, or holidays.

ARTICLE 23

SPECIAL WORK

23.1 Not Less Than Regular Pay

Operators temporarily transferred from one department or job to another shall receive the rate of pay of the department or job to which they have been transferred. The new rate of pay shall not be less than that received in their regular employment.

23.2 Continuity Pay

Continuity pay shall be provided to any employee of the Operations Department who achieves each of the following: (i) 15 or more continuous years of service; (ii) no discipline within the last rolling 12 months or safety incidents with the last rolling 24 months; and (iii) committing to at least 20 working hours per week or 20 working hours per week during the Iowa State Fair. If the employee satisfies each requirement, they will receive their regular full-time rate of pay for each hour worked.

MAINTENANCE TECHNICIAN, BODY SHOP, SERVICE, STOREROOM AND BUILDING/GROUNDS GROUPS

ARTICLE 24

HOURS OF SERVICE

24.1 Work Day

Eight (8) hours or ten (10) hours will be considered as one day's work in the Technician/ Body Shop, Service, Storeroom, and Building/Grounds Groups. Each bid for the Technician, Body Shop and Service Groups will have a minimum of five (5) ten (10) hour shifts total. Employees in these departments will be allowed a lunch period of thirty (30) minutes minimum, without pay. Lunch period will be as near the fourth (4th) hour in eight (8) hour shifts and the fifth (5th) hour in ten (10) hour shifts as possible. Employees will have a break in their work of fifteen (15) minutes between starting time and their lunchtime, and another fifteen (15) minutes break in their work between lunchtime and their regular quitting time. Employees will be allowed ten (10) minutes' time for cleaning of personal tools and personal wash-up at the end of their workday.

24.2 Work Week

The hours of service for employees in the Technician, Body Shop, Service, Storeroom and Building/Grounds Groups will be forty (40) hours per week. The workweek shall consist of five (5) days at eight (8) hours per day or four (4) days of ten (10) hours per day. Days off shall be **at least two (2)** consecutive **days** and picked in accordance with seniority. As far as is practicable, the Company will schedule days off on Saturdays and Sundays for as many employees as can be spared. Holiday work will be rotated, and the employee(s) to work will be scheduled reasonably in advance.

ARTICLE 25

OVERTIME

25.1 Continuous Overtime Defined

- a) Continuous overtime will be all time worked not preceded by a minimum break of four (4) hours.

- b) Regular overtime rates of pay shall be paid for continuous overtime.

25.2 Call-In Defined

A call-in is work performed by an employee who is asked to report before their regular work schedule wherein such extra time is in addition to their regular work schedule, except when emergencies dictate a change in scheduled hours.

25.3 Call-Back Defined

A callback is any work performed by an employee after they have completed their work schedule and left the property.

25.4 Time and One-Half After Forty (40) Hours

All work performed by employees in the Technician/Body Shop, Service, Storeroom, and Building/Grounds Group on the employee's day off that is in excess of forty (40) hours for that week will be paid at a rate of time and one-half (1½).

25.5 Time and One-Half Paid

All employees in the Technician/Body Shop, Service, Storeroom, and Building/Grounds Groups will receive time and one-half (1½) in the following cases:

- a) Any work performed on an employee's regular day off, minimum six (6) hours pay time.

- b) Call-backs shall pay a minimum of six (6) hours straight time. Employees called for work on their day off will receive a minimum pay time of six (6) hours at straight time.

- c) Call-ins shall be paid at the rate of time and one-half (1½) for actual time worked when an employee receives notice of six (6) hours or more to report to work early.

- d) Work performed in excess of regular work hours through the twelfth (12th) hour.
- e) If lunch is delayed beyond a fourth (4th) or fifth (5th) hour, or any part of lunch is worked, employees will receive forty-five (45) minutes' straight time. Such pay will not be in addition to a normal thirty (30) minute lunch period.

25.6 Double Time Paid

Double time shall be paid to the employees of the Technician/Body Shop, Service, Storeroom, and Building/Grounds Groups in the following cases:

- a) Any work in excess of twelve (12) continuous hours.
- b) Call-in time which is before the beginning of employee's regular assignment, and when such "call-in" is in addition to the regular assignment, the rate of pay shall be double time for the actual time worked prior to the beginning of the employee's regular assignment. It is clearly understood that no travel time or report time shall be allowed under this provision. The pay shall begin simultaneously with the beginning of work. This provision shall in no way alter the applicable rates of pay due an employee following regular shift assignments, nor shall the "double time" provisions be construed to be applicable on "call-in" on any days that the affected employee is not scheduled to work their regular shift as established in paragraph 25.5(b) of Section XXV, or when the affected employee has received prior notice as established in paragraph 25.5 (c) of Section XXV.

25.7 Distribution of Overtime

Overtime in the Maintenance Department shall be made available equally among all employees within a particular Group according to seniority. Overtime will be posted and all employees desiring available overtime shall sign their name. Those not signing will not be considered for overtime. Overtime will be rotated to equally distribute extra work among those employees who have signed the overtime list. Seniority within each Group will prevail in assigning overtime for those employees who have signed the overtime list. If work remains after exhausting this procedure, the most junior available employee within the needed group will be required to take the work.

25.8 Employee Not Required to Remain

It is also understood that in cases where an employee has completed the job for which they were called, they will not arbitrarily be required to remain on the Company's premises in order to complete four (4) hours, but will be

allowed to leave the job upon the completion of same-and be paid the six (6) hours minimum straight time.

ARTICLE 26

JURISDICTION AND SENIORITY

26.1 Jurisdiction

In a competitive bidding situation, (other than directed by the city or county) jurisdiction over runs, contracted services such as schools, charters, and special events, runs will remain with the Transit Union if the cost is within 10% of other options at the disposal of the Company.

26.2 Job Bidding During Probationary Period

A new employee cannot bid on another job opening in the Maintenance Department for a three (3) month period after the completion of the ninety (90) day probationary period.

26.3 Classification

- a) **Technician Group** - This group includes Technician Apprentice I, II, III, IV, Journey Level Technician, and Master Technician.
- b) **Service Group** - This group includes servicepersons, Tire Persons, Utility Persons and interior cleaners.
- c) **Storeroom Group** - This group is limited to Parts person.
- d) **Building/Grounds-Group** - This group is limited to buildings and grounds persons.
- e) **Body Shop Group**- This group is limited to Collision and Body Shop repair Persons

26.4 Seniority

The seniority list of employees in the Mechanical, Service, Storeroom, and Building/Maintenance departments show:

- a) The date of employment.
- b) The date of entry into a particular group.

- c) Seniority Groups means seniority accumulated in the Technician/Body Shop Group, Service Group, Storeroom Group, and Building/Maintenance Group. Employees bidding (or bumping) into the Storeroom Group cannot bid directly into the Mechanics Group, but may bid into the Service Group.
- d) All other regular, full-time employees will accrue only within their job classification. Seniority for the groups shall be defined as an employee's length of continuous full-time service since their most recent date of hire in that classification. Regular, part-time employees will only accrue seniority in their part-time job classification.

ARTICLE 27

BIDDING OF JOBS AND VACATIONS PAID TIME OFF

27.1 General Bids

The general shift bid of all the Technician, Body Shop, Service, Storeroom, and Building/Grounds Groups will be at least once each year. The posting of the shifts of the various classifications shall be November 1 to November 16 of each year, and the bid shall be effective the first pay period of the calendar year as determined by the DART Finance Department **January 1 of the calendar year.**

27.2 Vacations Paid Time Off

Vacation **paid time off** bidding in the Technician/Body Shop, Service, Storeroom, and Building/Grounds Groups shall be completed November 1 and November 16 of each year, and vacations **paid time off** shall be effective the first pay period of the calendar year as determined by the DART Finance Department **January 1 of the calendar year.** Employees who split vacations **paid time off** will bid first split in the order of seniority, and then wait until all other employees have completed bidding. Then, seniority shall again prevail for bidding second part of split. The Company will set the number of vacations **paid time off** to be taken during any one week, with a minimum of one (1) bid per week.

27.3 Other Bids

- a) No later than five (5) days after vacancies occur or new positions are created, employees in the Technician, Body Shop, Service, Storeroom, and Building/Grounds Groups shall be notified by posting a bulletin that such position is open for bid, and such bulletin shall remain posted for three (3) consecutive days. In

awarding bids, the controlling criterion will be the employee's ability to do the job in question. The employee's skills must meet job description qualifications, but seniority shall be given due consideration.

- b) ~~Vacations~~ **Paid time off** coming open after General Bid will be held in accordance with Section 27.2.
- c) An employee cannot bid on another job opening for a three (3) month period after completion of the probationary period.
- d) Positions that become open due to retirement will be posted once the notice of retirement is received.**

27.4 Qualifications

- a) In the event of failure to qualify for a position, employees shall revert to their former position and seniority group, and employees they displace shall be demoted accordingly.
- b) Any employee of a particular group can choose a shift in a lower group according to their seniority in the elected lower group without relinquishing seniority of their former group if qualifications are met and there is an opening.

MOBILITY SERVICES OPERATORS GROUP

ARTICLES 28-35

ARTICLE 28

SCHEDULE, NUMBER OF BUSES RUNNING, AND EMPLOYMENT LEVELS

28.1 Hours of Service

The Company shall make the hours of service as near as practicable to satisfactory service to the public and economical operation of the Company's buses.

28.2 Number of Buses Running

The Company shall have the right to fix the number of buses running at all hours and the length of time they shall be on the street, endeavoring at all

times to make the work as agreeable to the operators as will be consistent with the safest and most economical operation of the Company's buses.

28.3 Employment Levels

The Company has the exclusive right to establish the number of full-time and part-time employees in any department, to the extent that it does not violate any section of this agreement.

It is in the interest of the Company to maintain maximum full-time employment levels as long as practicable. To that extent, the Company will not fall below ~~sixty-six (66)~~ **twenty-two (22)** full-time operators unless as a result of service cuts or contracting certain parts of the operation. Before such cuts occur, the Company will meet with the Union representatives to examine other means of achieving the same savings.

The Company may employ a class of operators for new hires and/or retirees which do not require a CDL. DART shall be required to employ a minimum of 40 Mobility Services Operators with a CDL before hiring any non-CDL operators. The number of non-CDL operators shall be capped at 10 employees or 10%, whichever is higher.

ARTICLE 29

RUNS

29.1 Hours

The purpose of this section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week except where expressly granted. The normal workweek shall consist of ~~five (5) days~~ **forty (40 hours)** within a ~~seven (7)~~ **four (4) or five (5)** day period from Sunday through Saturday.

With the exception of night service, any AM and PM trippers, when combined to total more than ~~seven (7) hours and 42 minutes platform time,~~ must be coupled to form a run. No split shall report or relieve more than twice in any one day. Any tripper not connected with a school run consisting of five (5) or more hours of platform time shall not pay less than ~~seven hours and 42 minutes unless it is coupled with another tripper and worked as a run.~~ **To the extent practical to satisfactory service to the public and economical operation, available work will be structured to maximize full-time positions over part-time.**

- a) The Employer will be allowed to have up to a maximum of five (5) runs that have three-way splits. Three-way splits are exempt from the minimum split of two (2) hours. **Employer will be allowed to have a maximum of twenty percent (20%) of full-time shifts be**

split shifts.

- b) The Employer will try to maintain an equal blend of full-time and part-time night service runs.

29.2 Guarantee

~~All regular full-time operators (including Extra Board) shall be guaranteed thirty eight and one half (38½) hours of work or pay per week, except in the case of a natural disaster and paid holidays, which fall on weekends. Any bid work not performed will be deducted from the guarantee. When extra work is attached to the front of or back of any assignment and the pay is continuous, the employee will be paid actual time worked.~~

~~Show up, trippers and special services work assignments, and will pay a minimum of three (3) hours. Schoolwork assignments will pay a minimum of two (2) hours.~~

~~An employee called in on their day off or an employee called back to work after they have been dismissed by the dispatcher and has left the property shall be guaranteed a minimum of three (3) hours unless it is a school run, in which case the employee shall be guaranteed a minimum of two hours.~~

All regular full-time operators (including Extra Board) shall be guaranteed minimum thirty-eight and one half (38 ½) hours work or pay per week, except in case of natural disaster and paid holidays, which fall on weekends. All work assignments will pay a minimum of three (3) hours.

29.3 Overtime

Overtime shall be paid for at the rate of time and one-half (1½) the employee's straight hourly rate for all hours worked in excess of eight (8) hours in one (1) workday or forty (40) hours in a workweek.

The company will make one retired Rideshare van available for ATU to operate to alleviate travel time concerns. An agreement pertaining to usage care and maintenance will be drafted between the company and ATU.

29.4 Spread

Spread time will be paid at the rate of time and one-half for time worked ~~after the 13th hour~~ **over 13 hours, as determined from the start and stop of that day's shift.**

29.5 Must Notify Dispatcher Before Nine O'clock A.M.

All notifications to the dispatcher that will affect the mark up must be made before nine o'clock a.m., or they will be considered as having been made the following day.

29.6 Special Work

Operators who are taken off their runs to do extra work shall not receive less pay for such work than their run called for.

29.7 Sign-Up and Turn-In

All operators will be allowed ten (10) minutes sign-up time and five (5) minutes turn-in time **for each piece of work, which will be reflected in platform time. Sign-up, turn in, and restarting time will be considered time worked.** ~~A second pull-out on split runs will receive ten (10) minutes restarting time in addition to sign up and turn in time per day.~~ Sign-up, turn in, and restarting time will be considered time worked.

29.8 Missing Runs - Loseouts

When an employee misses a run and thereby loses out on a run, the employee will be subject to progressive discipline as described in Section 3.9 of this Agreement. Employees having a loseout for the day may elect to remain on the property to protect other runs and will be assigned other work if it is available, but the employee will still be given a loseout and the appropriate discipline will be invoked. Such employees will not receive any "show-up" pay for protecting other runs and will have broken their weekly guarantee.

29.9 Double Assignments

If two operators are assigned the same work as the result of a Company error, both employees will be paid.

- a) If the double assignment is given to the regular operator who owns the run and an extra, the regular man will work the run.
- b) If two extra operators are assigned the same run, the extra operator with the highest board seniority for the day will work the run.
- c) In both cases above, the operator who does not work the run will automatically be given three (3) hours pay and will be reassigned to other open work by the dispatcher to complete their days work. In the event there is no other open work, the operator will be guaranteed eight (8) hours' pay for the day unless they are working their day off, in which case they will be guaranteed a minimum three (3) hours at time and one-half (1½).

29.10 Performance History

Upon request, an employee will be entitled to a computer printout of their performance history.

29.11 Pay

Daily pay for runs will include the total of **any hours worked**, the following as applicable: platform time, sign up, turn in, restarting time, and spread time.

29.12 Contracted/Special Services

Contracted/Special Services will pay platform time plus sign-up and turn-in. Minimum pullouts and overtime provisions will apply.

29.13 Partial Run Worked - Pay Time

When an operator works part of a run and for any reason another operator works the other part of the same run, the operator who lays off shall receive pay for the actual time worked; and the operator working the other part of the run shall receive the remaining total pay time in the run. Operators laying off for personal reasons other than an emergency as defined by the Transportation Manager and in cases where pay for the other half of the run would not leave at least four (4) hours for the second operator, the operator requesting to be off must accept a deduction for an amount sufficient to give the operator working the other half a minimum of four (4) hours.

ARTICLE 30

HOLIDAY WORK

30.1 Holiday Runs

All holiday runs shall be bid off two (2) weeks prior to the holiday. Runs not bid will be assigned to the Extra Board from the bottom up. Operators working will be paid time and one-half (1½) for all time worked and sign-up and turn-in time in addition to holiday pay.

ARTICLE 31

DEFINITIONS

31.1 Definitions.

- a) Call-In: Any time a regular full-time operator is asked to pull out their regular run ahead of their regular pull out time. (Early school pullouts are covered under Section 17.)

- b) Call-Back: Any work performed by a regular full-time operator after they have completed their regular work schedule and has been relieved or has taken the bus to the garage, whether they are still on the premises of the Company or called from home.

- c) Hold-Out: Any time a regular full-time operator performs work that extends beyond their regular relief time or pull-in time but has not been relieved or taken the bus to the garage.

ARTICLE 32

FULL-TIME EXTRA BOARD

32.1 Extra Board Work

The full-time Extra Board may consist of any open work that is not assigned to part-time operators. The Extra Board shall be rotated on a daily basis.

32.2 Extra Board Size

The full-time Extra Board shall not exceed twenty-five percent (25%) of the number of full-time operators.

32.3 Minimum Pay

All work assigned from the full-time Extra Board shall have minimum pay as follows: Any pieces of work consisting of less than three (3) hours platform time shall pay three (3) hours. With the exception of school work which shall pay a two (2) hour minimum.

32.4 Show Up Assignments

Show-up assignments for regular full-time operators shall pay a minimum of three (3) hours straight time except when the operator on show-up receives an assignment, in which event the operator will receive only the time from the beginning of show-up to the beginning of the assignment.

Operators on show-up may be assigned work by the dispatcher for work such as plugs, schedule delays, schedule information, and other transportation related duties. Transportation duties do not include cleaning, building and ground, maintenance nor janitorial duties.

- a) Operators on show-up may be used for a plug that will operate no more than from one end of the line to the other and direct to the garage to complete show-up. When used as a plug, the operator will receive the minimum three (3) hour show-up time plus any time past the termination of their three (3) hour show-up, whichever is greater.
- b) Plugs will be used only for breakdowns or schedule delays. Any plugs working more than two (2) hours will be paid for time shown up prior to the plug plus three (3) hours.

ARTICLE 33

OPERATOR SENIORITY

33.1 Order of all Bids

In the selection of runs, ~~vacations~~ **paid time off**, etc., seniority rights shall prevail. The person who has accumulated the most continuous **full-time/part-time** service with the Company ~~department~~ as a **full-time/part-time** operator shall have first choice, and so on down through the entire seniority list. **There will be separate seniority lists for full-time and part-time mobility services operators.**

ARTICLE 34

BIDDING OF RUNS, **VACATIONS PAID TIME OFF**, HOLDING RUNS, AND BUMPING

34.1 General Run Bid

- a) Posting of Bids: General run bids for full time and part time operators shall be held at least twice each year. Runs showing platform time, pay time, and extra board places will be posted at least ten (10) days before bidding is started.
- b) General Run Bid Process: The Union and the Company will mutually agree on a procedure to complete the bidding process in no longer than two (2) working days. Each operator must bid, either in person or by furnishing their choices to the dispatcher on a bid slip. Any operator who fails to bid will be assigned a run as near like the one they are holding, as possible, or the extra board if applicable. An operator will be considered available if they are working during the week runs are posted. Any operator who is not available to bid shall be placed on the extra board and will have bumping rights as provided in Section 22.3 upon their return. There will be no bumping during the general bid.
- c) During the general bid, each operator shall select the run of their choice, or the extra board, and their day(s) off if applicable.
- d) Each operator shall indicate their availability for extra work at the time of the general bid. The overtime lists will be organized in seniority order and each day rotated. Procedures for overtime distribution shall be posted at each general bid.

34.2 General ~~Vacation~~ **Paid Time Off Bid.**

a) On November 1 of each year, the **vacation paid time off** periods to be bid shall be posted, and the operators shall have a minimum of ten (10) days to study the periods before being required to bid. At the end of the study period, approximately twenty percent (20%) of the operators will be required to bid within each forty-eight (48) hour period until bidding is completed. Operators failing to leave sufficient choices with the dispatcher and not present at time of bidding shall be placed by the dispatcher. The dispatcher will give preference to seniority in placing such operators. **Employees earning only one week paid time off will be permitted to use those days incrementally.**

a) Vacations **Paid time off** that come open because of operators leaving the company service, **vacation paid time off** slots that are not filled during the **vacation paid time off** general bid, and **vacations paid time off** left open because of bidding for the above will be posted and bid during each bid period.

34.3 Bumping Rights

a) An operator can obtain bumping rights under the following circumstances:

- 1) When the platform time in any run is changed ~~ten (10) minutes~~ **thirty (30) minutes** or more, such change shall give the operator affected bumping rights. The operator affected will be given the opportunity to keep their run. If he decides not to keep the run, it will be placed on the board for all operators to bid upon. If a tramp is affected by the run change, it also will be posted to bid if the operator decides not to keep it.
- 2) When an operator is unavailable for a general run bid.
- 3) When returning to work after their run has been bid off.
- 4) When an operator with bumping rights bumps another.

b) Rules governing the use of bumping rights:

- 1) The dispatcher will be required to notify any operator who has been bumped as soon as they can reasonably

be notified, and a record of notification will be made by the dispatcher.

- 2) An operator will have twenty-four (24) hours to bump after the time of notification.
- 3) Operators can exercise their bumping rights in the following ways:
 - a. They can bump any operator below them in seniority.
 - b. They can hold an open run until the next bidding.
- 4) Operators failing to exercise their bumping rights within the prescribed time limits will be placed on an open run by the dispatcher. If there are no open runs, the operator will be placed on the Extra Board.
- 5) When an operator with bumping rights selects an open run, or bumps an operator who is on ~~vacation~~ **paid time off** or on sick leave, they shall be placed on the run the next day. The displaced operator shall be notified when they report to work following ~~vacation~~ **paid time off** or sickness.
 - a. The first day of notification, the returning operator shall continue their run.
 - b. On the second day, the returning operator shall be marked on a run as nearly like the run they formerly worked as is possible and will continue to be marked on a run for the length of time that is necessary to notify the operator that they were displaced and allowing them the same rights as herein set forth.
 - c. Operators taking an open run will be on it the following day except if it is being held, in which case it will be treated as set forth in Section 22.3(b).

34.4 To Hold an Open Run, Operators Must Have Bumping Rights

No operator shall be permitted to hold an open run unless he has bumping rights. In the event an operator with bumping rights takes an open run to

hold, it is understood that they must take such run if it comes down to them unless other runs have come open in the meantime and are posted for bid. In this case, the operator will be allowed to bid for one of these open runs according to seniority. If the open run that is being held does not come down to the operator on bidding day, that operator must either bid an open run in that bidding period or use their bumping rights within twenty-four (24) hours. Said operator shall not be allowed to hold a second open run unless they have been bumped from the one they were holding. Operators failing to exercise their seniority will be assigned to an unbid run or placed on the Extra Board.

34.5 Open Runs Must Be Bid

- a) Provided there are any open runs, there shall be at least one (1) bidding each pay period, at which time all open runs shall be posted for all operators to bid. Immediately after each bidding day, a list of all new open runs will be posted as they come open. All runs coming open on bidding day shall be placed on the bid sheet and worked from the Extra Board until the next bidding.
- b) ~~Any open runs not taken during the bid will be assigned to the operator on the Extra Board with the least seniority.~~
- c) Operators cannot turn in their runs and hold open runs.
- d) There shall be no bidding on Saturdays, Sundays, or holidays.

ARTICLE 35

SPECIAL WORK

35.1 Not Less Than Regular Pay

Operators temporarily transferred from one department or job to another shall receive the rate of pay of the department or job to which they have been transferred. The new rate of pay shall not be less than that received in their regular employment.

ARTICLE 28 36

DEFERRED COMPENSATION

28.1 Deferred Compensation

The Company will match 50% of an employee's contribution to the DART

457 Plan up to a maximum of 6% of the employee's annual salary. The maximum DART will pay is 3%.

ARTICLE ~~29~~ 37

REOPENER CLAUSE

In the event of a change in any state, federal or local law that is directly related to any section of this contract, that section of the contract shall be reopened for negotiations, upon mutual consent of the Company and the Union.

ARTICLE 30 38

DURATION OF AGREEMENT

This agreement shall be effective July 1, ~~2012~~ 2025 and remain in effect through June 30, ~~2025~~ 2028. Either party wishing to terminate or modify this Agreement effective from and after July 1, ~~2025~~ 2028, shall notify the other party in writing no later than October 1, ~~2024~~ 2027, so that effective bargaining can take place prior to the budget certification dates of the community members of the Authority as provided in Chapter 20, 1975 Code of Iowa.

**DES MOINES AREA REGIONAL
TRANSIT AUTHORITY**

By _____
Chair, DART Commission

Chief Executive Officer

**AMALGAMATED TRANSIT
UNION LOCAL 441**

By _____
President/Business Agent

By _____
Vice President

APPENDIX I

NO FAULT ATTENDANCE CONTROL PROGRAM

[Insert Updated MOU Policy]

Applicability and Effective Date of Program

DART's attendance control program applies to all employees represented by ATU Local Union #441. This program supersedes all prior attendance control programs and is consistent with the collective bargaining agreement between the Company and the Union.

Nature of the Program

Employees who are excessively absent, late, or leave early negatively impact the Company's operations and create hardships for those employees who regularly and promptly report to work. The purpose of this program is to encourage and ensure good attendance and the orderly functioning of DART operations. Employees who fail to comply with the provisions of this attendance program will be subject to counseling and progressive discipline up to and including termination. Regular attendance is expected of all employees and is necessary for efficient operations. DART recognizes that there are times when employees will not be able to report for work due to personal or unforeseen problems. However, habitual absenteeism cannot be accepted if we are to meet the public's need for safe and reliable transportation services. DART cannot operate with employees who are chronically absent, even for good reasons. The obligations and responsibilities set forth in this program apply to all bargaining unit employees, regardless of full time, part time or temporary status; position or work assignment.

Definition of "Absence"

The term "absence" means every absence from work, regardless of the reason, except for the following:

- 1) — Vacations **Paid time off**
- 2) — Holidays
- 3) — Floating holidays
- 4) — Jury duty
- 5) — Court appearance for the Company
- 6) — Military leave
- 7) — Approved union business
- 8) — Approved bereavement
- 9) — Approved leave of absence

- ~~10) Absences protected by the Family and Medical Leave Act of 1993~~
- ~~11) Absent from assigned work for no more than sixty (60) minutes~~
- ~~12) Appearance as required by an enforceable subpoena~~
- ~~13) Leaving work, after reporting, for an illness or accident involving a family member~~
- ~~14) Absence approved by the Company in advance in accord with the advance notice requirements of the program~~

Occurrence

The term "occurrence" shall mean any continuous period of absence. An occurrence can be as short as one (1) hour but shall be no longer than ten (10) working days.

Habitual Absenteeism

Habitual absenteeism is defined as five or more occurrences of absence within a rolling 12 month period.

Loseout and Maintenance Late

A loseout is defined as:

- ~~1) arriving late (59 seconds after report time) for work for any reason, including arriving late for work after calling in; or~~
- ~~2) being absent from work without calling in thirty (30) minutes before sign time.~~

A maintenance late is defined as arriving late (59 seconds after report time) for work for any reason, including arriving late for work after calling.

Loseouts and maintenance lates are considered absence occurrences.

Advance Notice Requirements for Absence

When the need for being absent from work is known in advance, the employee shall obtain prior approval from the supervisor as far in advance as possible. At least three days' notice shall be given whenever possible.

Notice of Unexpected Absence

When the need for being absent from work is unexpected and not known in advance, the supervisor must be notified of the unexpected absence as soon as possible. Operators who fail to give notice at least thirty (30) minutes before report time shall be charged with a loseout.

Disciplinary Action for Absences

- a) ~~Verbal Warning~~
Employees accumulating five absence occurrences /or four loseouts or four Maintenance lates within a rolling 12 month period are habitually absent and will be issued a verbal warning.
- b) ~~Written Reprimand~~
Employees accumulating six absence occurrences or five loseouts or five Maintenance lates within a rolling 12 month period are habitually absent and will be issued a written warning.
- c) ~~Final Letter of Warning~~
Employees accumulating seven absence occurrences or six loseouts or six Maintenance lates within a rolling 12 month period are habitually absent and will be issued a final letter of warning.
- d) ~~Termination~~
Employees accumulating eight absence occurrences or seven loseouts or seven Maintenance lates within a rolling 12 month period will be subject to disciplinary action up to and including termination.

Company Actions

In applying this policy, DART reserves the rights to do the following:

- a) ~~To authorize, or refuse to authorize, the advance request of an employee for permission to be absent.~~
- b) ~~To require the employee to present written evidence verifying illness (doctor's statement) when they meet the definition of being habitually absent as defined above or a pattern seems to be forming.~~
- c) ~~To determine whether or not an absence is necessary or justifiable and to determine whether the employee's failure to follow the policy is excusable. To impose reasonable disciplinary penalties consistent with the contract upon employees who violate the policies with regard to absenteeism.~~
- d) ~~Employees who have a prognosis of a life threatening illness potentially leading to a terminal illness shall be entitled to a special medical leave under the following conditions. Any employee who has exhausted their FMLA leave in the twelve (12) months immediately prior to the first request for this leave shall not be eligible. The employee must apply for the leave at the~~

~~beginning of the illness by presenting a doctor's statement describing the illness and the anticipated length of absence. The Company will grant a leave for up to nine (9) months. If he is unable to return to work after nine (9) months the employee may apply for an extension of the leave for a maximum of three (3) additional months. The leave or any extension shall not count as an occurrence under the attendance control program. The employee shall not receive any progressive discipline under the attendance control program during the leave or any extension. Any employee who has had a special medical leave under these conditions shall not be eligible for another special medical leave until thirty six (36) months after the end of the previous special medical leave.~~

- ~~e) An employee who completes ninety (90) days without a chargeable absence occurrence shall have the absence occurrence that has been on their record the longest removed. An employee who completed ninety (90) days without a chargeable loseout or maintenance late shall have the loseout or maintenance late that has been on their record the longest removed.~~

APPENDIX II

OVERTIME DISTRIBUTION POLICY

Overtime will be distributed to employees in the Transportation Department based on overtime sign-up sheets that are posted. Operators will indicate a willingness to work overtime by signing the overtime sign-up sheet. The operators who sign these sheets will constitute the operators defined as "available" for overtime work.

Posting & Bidding Overtime

An overtime sheet will be posted for bid in the Transportation Department. The sign-up sheet will be posted along with each general bid, and they will be effective for the duration of that general bid. Operators wishing to work overtime will sign the list. Operators will also indicate whether they want to work A.M. or P.M. trippers only by indicating "A.M." or "P.M." behind their name. If "A.M." or "P.M." is not indicated, it will mean that the operator is available to work any time. Operators may not indicate a preference for work such as charter work, rather than regular route service.

Any operators who are on an authorized leave can leave their intention to be on the list with the dispatcher in writing. Their name will be added to the list in proper seniority order at the time that the general bid is completed. New employees may be added to the list at their option after completion of training.

Distribution of Overtime

The dispatcher will allocate overtime on a daily basis. On the first Monday of the general bid, the dispatcher will assign work from the top most senior operator of the overtime list down. On the second Monday of the general bid, the overtime will start with the first operator in seniority after the last operator used in the previous week. The dispatcher will continue rotating through the overtime list in this manner for the duration of the general bid. When all of the available operators for a given day are assigned the work they signed up for, the dispatcher will then contact other drivers on a voluntary basis. If volunteers from the general ranks of drivers cannot be found, the company will then assign work from the bottom of the part-time list upwards. The dispatcher will assign regular route services first, with the priority being the provision of regular route services, rather than charter or other services. The dispatcher will endeavor to allocate the best or longest work first but will make no guarantee of equal distribution of hours. The overtime distribution procedure is intended to provide equal opportunity for overtime, not the equal distribution of hours.

Records

An overtime log will be kept in the dispatch office. The dispatcher on duty will be responsible for recording the dates of work and whether or not work was assigned. Each month will have an overtime log by day, and the dispatchers will note on that log the dates that overtime was offered in the following manner:

“✓” - Work assigned

“R” - Work offered, but refused

“N/A” - Operator could not be contacted or work available did not fit schedule

It is the operator's responsibility to check the daily mark-up board or contact the dispatcher for overtime work assignments.

General

Existing regular work schedules will not be modified in order to allow drivers to have overtime. Signing the overtime list indicates a willingness to work overtime. It is assumed that all operators who sign the list will work any work that is assigned.

Operators may refuse overtime under the following conditions:

- 1) For any reason by providing notice to the dispatcher 48 hours prior to the day in question. If this occurs any more than three times per month, the employee will be removed from the list for the duration of the bid period.
- 2) For an emergency (The Company may require documentation in some cases. If documentation is not provided more than twice in a bid period, the employee will be removed from the list for the remainder of the bid period.)
- 3) An operator can remove themselves from the list for the duration of the bid.

An Operator will be removed from the overtime list under the following conditions:

- 1) By refusing overtime due to the type of work assigned more than one time per month.

This will not be done without consultation with the employee.

Operators will not be assigned overtime on their vacation, **paid time off**, floating holidays, military leave or other company-approved leave. If

additional drivers are needed beyond the names on the overtime list, the Company will first seek volunteers from the general ranks. If additional operators are needed, the Company will then assign work from the bottom of the part-time seniority list upwards.

Times when the Overtime Policy will not be followed:

- 1) When the full-time and part-time overtime lists are exhausted, and there remains work to be filled.
- 2) When a bus is due to pull out and there is no operator due to an unexpected absence; and when following the overtime procedure would result in the bus pullout being delayed or not done at all.
- 3) When emergencies occur, for example, early school dismissals because of bad weather or civil defense emergencies, or last-minute service/charter requests.
- 4) When there is a need to maintain service levels due to breakdowns, etc., that would be impossible to accomplish without significant delays.
- 5) When individual operators are requested for charters or special services.

Night Service Runs

This procedure change will only affect operators that bid "Night Service Runs". A night service run is defined as any weekday general bid run that is regularly scheduled to be in revenue service after 10:00 p.m. The change will only affect portions of Sections: "Distribution of Overtime" and "General" that defines how work assignments will be distributed after all operators on the Extra Board and Overtime List have been assigned work, and more work is available.

The company will make its best effort to assign an evening mandatory piece to an Operator other than a show up.

Policy

All operators that bid night service runs will not be scheduled overtime work until 8:00 a.m. on the morning of the following day. If there is no work available for 8:00 a.m. then they will not be assigned work until all other operators from the bottom of the part-time list upwards have been assigned. After all other operators have been assigned, then those operators that bid night service runs will be assigned overtime from the bottom of the part-time list upward.

The procedure change will only affect those operators that have elected not to be placed on the Overtime List. Any operator that elected to be on the Overtime List or the Extra Board selected that position with full knowledge that they will receive overtime and night service runs, and will not be affected by this change in procedure.

Iowa State Fair services will be exempt work from this procedure change.

It is impossible to foresee all possible ways or options overtime can affect or be affected by operators on night service runs. Therefore it will be at the discretion of the dispatcher to assign work not covered in this agreement.

The Labor/Management Team worked together to develop the above stated modification to Appendix II – Overtime Distribution Policy as specifies in the Labor Agreement effective June 1, 2007. The Union and the Company hereby mutually agree upon the above stated modification.

APPENDIX III

LETTER OF UNDERSTANDING BETWEEN THE DES MOINES AREA REGIONAL TRANSIT AUTHORITY AND THE AMALGAMATED TRANSIT UNION LOCAL 441

The parties agree the DART Journeyman Apprenticeship Program will be discussed at Labor Management Meetings effective July 1, 2019.

dart