

AGREEMENT

**PUEBLO TRANSIT
AND
AMALGAMATED TRANSIT UNION
DIVISION NO. 662**

TERM: 01/01/2025-12/31/2027



350 Alan Hamel Avenue

Pueblo, CO 81003

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ATU OFFICERS

Jerry Ballard, President
31 Hampton Court
Pueblo, CO 81001
(719) 248-0176

Denise Escareno, Vice President
2144 Hellbeck Dr.
Pueblo, CO 81005
(719) 994-7261

Rebecca Ballard, Financial Secretary
31 Hampton Ct.
Pueblo, CO 81001
(719) 569-2046 C

Kriyah Smith, Operator/CSR Steward
2011 Wyoming
Pueblo, CO 81004
(719) 406-9541

Franky Reyes, Maintenance Steward
5254 Blazer Court
Colorado Springs, CO 80911
(719) 321-2903

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**AGREEMENT
PUEBLO TRANSIT
AND
AMALGAMATED TRANSIT UNION
DIVISION NO. 662
TERM: 1/1/2020 – 12/31/2022**

PREAMBLE

THIS AGREEMENT is made and entered into by and between Pueblo Transit, Pueblo, Colorado, its successors and assigns, hereinafter called the "Company" and the Amalgamated Transit Union, Division Number 662, hereinafter called the "Union". The Company and the Union recognize that in the Public Utility Business it is necessary and important that cordial and friendly relations be maintained between the Company, all employees, and the public, and in consideration of the terms of this agreement, the Company and the Union agree to work to maintain and advance such harmonious relationships.

SCOPE OF AGREEMENT

Separability

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement, which are not affected by such decision.

NONDISCRIMINATION

Equal Opportunity

The parties understand and agree that the Company, its successors and assigns, and the Union are subject to laws, regulations and requirements proscribing discrimination of various types and that these laws, regulations and requirements may change from time to time during the term of this Agreement. Furthermore, the Union understands and agrees that the Company, its successors and assigns had and, in the future, will have various programs governing its affirmative action and equal opportunity efforts regarding all facets of employment involving, for example, race, color, religion, ancestry, sex, age, national origin, political preference, sexual orientation, disability.

Affirmative Action and Job Accommodation

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation.

Union

There shall be no discrimination by either party because of membership in any labor organization and neither party shall exert any pressure on or discriminate against any employee with regard to such membership. There shall be no discrimination against any employee acting as a Union representative.

Gender Terms

Throughout this Agreement, the use of the gender pronouns and terms shall be construed to include both male and female.

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining representative for all operators, maintenance employees and customer service employees and agrees to treat with it on behalf of all employees of the Company who now are, or who may hereinafter become, members of the Union. The Company agrees to recognize fully and meet with the Union on all questions, grievances, and complaints that may arise. For purposes of this Article and as otherwise reference in the Agreement, "customer service employees" means the classification of Customer Service Representative and Lead Customer Service Representative.

ARTICLE 2 - MANAGEMENT RIGHTS

The management of the system and the direction of the working forces is vested exclusively in the Company and the Company shall continue to have all rights customarily reserved to management, including, but not limited to, the right to hire, promote, suspend, discipline, or discharge for proper cause subject to the grievance procedure; the right to relieve employees from duty because of reduction in work force or other proper reasons; the right to schedule hours and require overtime work; the right to assign work to locations; the right to determine the number of classifications and manning of classifications; and the right to establish rules pertaining to the operation of the System. The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type or rights, which belong to and are inherent in management. It is understood that any of the rights, power, or authority the Company has prior to the signing of this Agreement are retained by the Company, unless otherwise provided by this agreement and/or the Section 13(c) arrangements between the parties.

ARTICLE 3 - RECOGNITION OF UNION AND OF UNION SHOP

SECTION 1. Union Certification

The Company and the Union respectively hereby declare that the National Labor Relations Board has duly certified under date of June 8, 1949, that the Union has qualified itself under the Labor-Management Relations Act of 1947 to bargain for and enter into a Union Security Agreement with the Company as said Agreement is defined and permitted by the Act.

SECTION 2. Union Membership Notification

The Company shall inform each new employee, at the time of their employment, of the existence of this Agreement and provide them with a copy of this Agreement.

ARTICLE 4 - Drug and Alcohol Testing

SECTION 1.

a) Random Testing

All safety sensitive employees at Pueblo Transit are subject to random drug and alcohol testing. An employee who tests positive for drug use under random testing will be immediately relieved, without pay, by management. The employee will be afforded ten (10) working days to provide management with evidence that they have entered themselves in a recognized drug or alcohol rehabilitation program for the purpose of curing themselves from drug or alcohol abuse.

The cost associated with the drug rehabilitation program shall be born solely by the employee. If this occurs, all available leave shall be exhausted, and the employee may request leave without pay (LWOP). Should the LWOP request be denied, upon the employee's successful completion of the rehabilitation program and fulfillment of the requirements of employee retention contract, the employee will be reinstated to the Pueblo Transit rolls when the first available position that the employee is qualified for (according to management) becomes open. The employee will not lose their seniority position during the rehabilitation program.

Continued medical, dental, life and other types of insurance will be the responsibility of the employee to maintain while under the rehabilitation program. The employee will not accrue sick leave, vacation leave, and personal holiday leave while under treatment.

Pueblo Transit will require the Drug or Alcohol Rehabilitation Program Administrators to report to the Transit Director or her/his designee, on a weekly basis, concerning the employee's progress and whether or not the employee has quit the program before the rehabilitation was accomplished. If the employee quits the rehabilitation program before a cure is achieved or before they are officially discharged, that employee will be automatically terminated by the Pueblo Transit, and Article 26 of the Pueblo Transit Amalgamated Transit Union Collective Bargaining Agreement shall apply to accrued benefits. The expected duration of the rehabilitation program will be one year or less from

the date the employee enters into it. If the rehabilitation program takes longer, management will give consideration to removing the employee from the employment roll.

If the employee does not avail himself or herself of the ten (10) day period to enter a drug rehabilitation program, they will be immediately terminated.

If the employee completes the drug rehabilitation program and is recommended by the SAP for return to duty at Pueblo Transit, the employee will be required to complete and satisfactorily pass a return to duty drug test and subsequent unannounced drug tests for a period of 60 months.

b) Post accident drug testing

If an employee is administered a post-accident drug test and Pueblo Transit management is informed by the MRO that the drug test is positive, the employee will be immediately relieved from duty without pay.

Since post-accident drug testing will only take place when a fatality has occurred, an individual(s) has been transported to a medical treatment facility, one or more vehicles require a tow, an employee receives a citation, and/or the employee's performance cannot be discounted as a contributing factor, an employee who tests positive for drugs in this case will be considered for immediate termination.

In the event an employee is required to have a post-accident drug/alcohol test the employee will be placed on paid administrative leave pending the results of such test.

c) Reasonable suspicion testing

If an employee is administered a drug test under the provisions of reasonable suspicion, and Pueblo Transit management is informed by the MRO that the drug test is positive, the employee will be immediately relieved from duty without pay. Discipline measures will then apply.

In the event an employee is required to have a reasonable suspicion drug/alcohol test, the employee will be placed on paid administrative leave pending the results of such test.

d) Employee voluntary disclosure of use of a controlled substance

Any Pueblo Transit employee who comes to Pueblo Transit management and voluntarily discloses that they are using a controlled substance as defined in this plan will be:

- 1) Referred immediately to Pueblo Transit's Substance Abuse Professional (SAP) for consultation and/or drug test.
- 2) Relieved from safety sensitive duties pending the recommendation of Pueblo Transit's SAP as to what rehabilitation program should be followed to affect the cure of the employee.
- 3) If the drug test is positive, the employee will be required to enter the rehabilitation program recommended by the SAP. The employee will be placed on leave using their accrued time off (sick leave, etc.). Once accrued time off

benefits are exhausted, Leave Without Pay will take effect. The employee and Pueblo Transit will agree to a contract in which the employee consents to complete the rehabilitation program. They shall also submit to all subsequent return to duty tests.

e) **Refusal to submit to a drug test**

An employee who refuses to take a drug test, for whatever reason, will be immediately relieved from duty without pay.

Management will deem such refusal sufficient grounds for termination.

f) **Return to duty**

An employee who, after having successfully completed a rehabilitation program, passed a return to duty test and has been reinstated in the work force, subsequently tests positive for a controlled substance during the subsequent 60-month period will be immediately relieved from duty without pay upon notification to Pueblo Transit management of the positive test results by the MRO. Management will consider this second positive test for use of a controlled substance as sufficient reason to immediately terminate the employee.

g) **Procedures**

All testing procedures and controls will be performed in strict compliance with U.S. D.O.T. Regulations at 49 CFR, Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

ARTICLE 5 - NEW HIRE AND VACANCIES

SECTION 1. Probation Employees

- a) The term "probationary employees," as used herein, shall mean those who have not completed the probationary period. All probationary periods shall be ninety (90) complete calendar days and shall commence on the first day of employment. No employee shall be allowed to bid a job during their probationary period.
- b) Probationary Periods may be extended on a day-for-day basis equivalent to actual workdays lost.
- c) During the first thirty (30) days of probation, the employee shall not have access to the grievance procedure. During the remaining sixty (60) days, the employee shall have access to the first three (3) steps of the grievance procedure. At no time during the probationary period shall the employee have access to the arbitration procedure.

SECTION 2. Vacation

Any employee hired prior to May 1, shall be entitled to choose vacation time for the ensuing year provided that such time is shown after the anniversary date of their employment. In the event there is

no vacancy in vacation period after anniversary date, arrangements shall be made between the Company and the operator so affected.

ARTICLE 6 - GRIEVANCE PROCEDURE

SECTION 1. Definition

- a) For the purposes of this Agreement, a grievance shall be defined as a difference or dispute between the Company and the Union concerning the interpretation or application of the provisions of this Agreement or suspension or discharge that may arise during the term of this Agreement.
- b) All grievances shall be submitted in writing and shall provide the following information.
 - 1) Name and signature of the aggrieved employee and/or Union representative.
 - 2) Specific contract article, section and paragraph, if any, alleged to have been violated.
 - 3) Date and location of alleged violation.
 - 4) Complete statement of the issue.
 - 5) Name of individual, if any, alleged to have violated the Agreement.
 - 6) Name of management representative to whom grievance is presented.
 - 7) The Specific remedy desired.
- c) Any disciplinary action, other than written reprimand, shall not be served until the grievance is acted upon by the Transit Director. Disciplinary material over one (1) year, which does not exceed one (1) day off without pay, will not be utilized in the administration of current disciplinary action.

SECTION 2. Investigations and Declining Union Representation

- a) The Company and the Union shall each have the right and authority to investigate all circumstances relating to any grievance and shall assist each other in the conduct of any such investigation.
- b) In the event that an employee decides to decline union representation the employee will be required to do so in writing prior to the commencement of each step of the grievance procedure.

SECTION 3. Grievance Process Steps

Step 1

A grievance may be initiated either by an aggrieved employee or by the Union acting on behalf of one or more employees. Unless the grievance arises at a higher administrative level (please see sub section F below), it shall be presented by the employee and a Union representative to the immediate supervisor of the employee within fourteen (14) days after the date on which the employee or the Union knew or reasonably should have known the facts giving rise to the grievance. The supervisor shall meet with the employee and Union representative within seven (7) days after receipt of the grievance and shall

respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Step 2

If the grievance is not resolved under Step 1 above, it shall be presented to the Transit Manager by a Union representative and the grievant within seven (7) days after the supervisor's response was due. The Transit Manager shall meet with a Union representative and the grievant within seven (7) days after the grievance is presented and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Step 3

If the grievance is not resolved under Step 2 above, a Union representative shall present it to the President of the Pueblo Transit Board within seven (7) days after the response of the Transit Manager under Step 2 was due. The President of the Pueblo Transit Board shall meet with a Union representative and the grievant within ten (10) days after the grievance is presented and shall respond to the Union representative within ten (10) days after the meeting is concluded.

Step 4

In the event this procedure does not satisfactorily resolve the grievance, the Union may demand arbitration of any and all grievances which have been fully processed in compliance with the grievance procedure of this Agreement, provided a request for arbitration is filed with the Company no later than within thirty-five (35) days after the date of the Company's answer to the grievance.

SECTION 4. Grievance Involving Discharge or Termination

Any grievance challenging the discharge or termination of an employee may be commenced at as addressed in Step 2 above of the grievance procedure provided it is not filed later than seven (7) days after the date of the action taken by the Company.

SECTION 5. Grievance/Arbitration Time Limits

In the event the Union fails to timely file a grievance or to request arbitration within the time limits set forth in this Agreement, said grievance shall be considered settled and closed on the basis of the Company's last action or answer to said grievance. In the event the Company fails to comply with the above time limits, the grievance shall automatically be considered as denied on the last day the Company answer was due.

SECTION 6. Discipline

Any Notice of Consideration of Disciplinary Action shall be issued within fourteen business days of the date the Company discovered the violation unless the investigation has not concluded within such period; in which case, the Union and employee shall be notified of the pendency of the investigation within such period unless such notice would jeopardize the investigation. The same time requirements shall apply when a notice of discipline is issued without a Notice of Consideration of Disciplinary Action.

ARTICLE 7 – ARBITRATION

SECTION 1. Arbitrator Sourcing

- a) Any arbitration under this contract shall be conducted consistent with the then current rules of the American Arbitration Association. The parties by mutual consent may use the Federal Mediation and Conciliation Service (FMCS instead of the American Arbitration Association).

- b) *Selection of the Arbitrator*
Within ten (10) days after receipt by the Company of a timely demand for arbitration, the parties shall attempt to mutually agree upon an arbitrator to hear the dispute. If the Company and the Union fail to agree upon an arbitrator within ten (10) days, either party may submit a demand for arbitration to the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) (if mutually agreed to) to be processed in accordance with their rules. The American Arbitration Association or the FMCS shall provide to both parties a list of seven (7) names of individuals qualified to serve as arbitrators in labor disputes. Within ten (10) days after the receipt of such list, the parties shall alternately strike names from the list until one name remains. The remaining person on the list shall be the arbitrator.

- c) The party to strike first shall be determined by lot. The arbitrator, upon appointment shall conduct such hearings as are appropriate on notice to both parties.

- d) The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of the hearing

- e) The decision of the arbitrator shall be final and binding on all parties.

- f) The arbitrator's fee and the expenses incurred by the arbitrator shall be shared equally by the parties. Each side shall be responsible for the costs of its own representation. Each party will pay an equal share of the AAA or the FMCS administrative cost.

- g) The following stipulation shall be applicable to the grievance and arbitration provisions of this Agreement:
 - 1) The time limits set forth for the processing of grievances shall be strictly adhered to. Extensions of time may, however, be requested by either party. Any extension of time must be set forth in writing and approved by both parties.
 - 2) The arbitrator has no authority to change or modify this Agreement. Discharge of a probationary employee shall not be subject to arbitration.

ARTICLE 8 - SENIORITY, TRANSFER AND PROMOTION

SECTION 1. Definitions

For the purposes of this article, the following definitions apply:

Transfers Defined: A transfer is a change in an employee's job classification which does not result in a change in the transferred employee's rate of pay.

Promotions Defined: A promotion is a change in an employee's job classification which results in an increase in the promoted employee's rate of pay.

Demotions Defined: A demotion is a change in an employee's job classification which results in a decrease in the demoted employee's rate of pay.

SECTION 2. Seniority

a) Operators

- 1) Straight seniority for Operators shall prevail at all times, providing the operator is qualified.
- 2) The seniority date of an Operator shall start the day they have been approved and their name is placed on the board.

b) Maintenance Employees

- 1) Straight seniority for Maintenance employees shall prevail at all times, providing the employee is qualified.
- 2) The seniority date of a Maintenance employee shall start the day they are hired.

c) Customer Service Representatives

- 1) Straight seniority for Customer Service Representatives shall prevail at all times, providing the employee is qualified.
- 2) The seniority date for a Customer Service Representative shall start the day they are hired as a full-time employee.

d) Lead Customer Service Representatives

- 1) Straight seniority for Lead Customer Service Representatives shall prevail at all times, providing the employee is qualified.
- 2) The seniority date for a Lead Customer Service Representative shall start the day they are hired full time in the position.

e) Employees shall not be permitted to accumulate seniority in more than one Seniority Classification at a time.

SECTION 3. Seniority of persons going to or from Non-Represented Positions

- a) Employees transferring, promoting or demoting to positions not represented by the Union shall have thirty (30) calendar days to return to their seniority classification without loss of seniority.
- b) Employees transferring, promoting or demoting to non-represented positions and who stay in the position for more than a total of thirty (30) calendar days shall have their seniority frozen as of the date prior to the first day worked in the non-represented position. They shall retain their frozen seniority in the Seniority Classification in which they have established their seniority.
- c) In the event that an employee seeks to return to their seniority classification after thirty (30) calendar days they;
 - 1) Shall be entitled to such position in their Seniority Classification as their frozen seniority permits provided they can qualify.
 - 2) Shall be allowed to take an open job and cannot bump any other employee in order to return to their Seniority Classification.
 - 3) Shall be allowed at the time of the next general bid or job selection to utilize their frozen seniority to bid as all other employees providing it does not cause a lay off.
- d) Employees returning from non-represented positions will be credited with all other benefits and allowances as defined in this agreement (by way of example) as their total work years of service with the employer provides.

SECTION 4. Vacancy

- a) When vacancies occur or new positions are created or when desirable to train an employee for any position up to, but not including, working foreman, employees shall be notified by bulletin, and allowed a period of five (5) days to bid on a position. Only bids from employees who meet the minimum qualifications of the position as determined by the Company will be accepted.
- b) Ability being sufficient, in the judgment of the Company, the position will be filled with the understanding that the ability precedes seniority.
- c) With respect to transfers, promotions or demotions to all classifications other than maintenance, the following provisions shall be applicable. If after a reasonable trial period, the employee is found incapable of holding the position, they shall then revert to their former positions, without loss of seniority. After an existing employee has held the bid position for thirty (30) calendar days they shall be considered qualified. When an employee bids for and is awarded a permanent position,

their former job will be declared vacant and bulletin posted within ten (10) working days from the date on which the vacancy occurred.

- d) With respect to transfer to maintenance positions, the employee shall serve a qualifying period of thirty (30) days, which period may be extended up to an additional sixty (60) days at the discretion of the Company. If the employee is found incapable of holding the position, the employee shall then revert to the former positions, without loss of seniority. When an employee bids for and is awarded a permanent position, their former job will be declared vacant and a bulletin posted within ten (10) working days from the date on which the vacancy occurred

SECTION-5. Preference for Vacancies and New Jobs

When a job vacancy occurs or when a new job is created, bargaining unit employees and employees with frozen seniority who volunteer to return to the bargaining unit, will be given preference for employment. It is understood that employees making either one of the above changes shall:

- 1) Start their seniority in the department they change to the day they start work in that department or,
- 2) If returning to a previously held classification, continue from their frozen classification seniority.
- 3) Ability precedes seniority.

SECTION 6. Layoffs of Employees

- a) When it becomes necessary to lay off employees, such layoffs shall be made in the inverse order of the seniority held by such employees in their respective Seniority Classifications. When it becomes necessary to put additional employees to work, the employees so laid off will be returned to service in their respective Seniority Classifications in the inverse order in which laid off. Employees refusing a job in their classification through recall from lay-off shall be deemed to have resigned from the service of the Company.
- b) All employees laid off by reason of a force reduction may retain their seniority by serving notice to the Company via registered mail, annually before the anniversary date of their reduction, stating they wish to remain on recall status.
- e) Failure to report for duty ten (10) days after notice of recall has been sent by registered mail to the last recorded address shall automatically cancel seniority and sever relations with the Company. It is understood that if an employee is recalled for temporary work, they shall not lose their seniority or sever relations with the Company if they do not report for duty.
- d) In the event of a force reduction, an employee laid off shall have bumping rights in the following order:

- 1) The employee may elect to be on lay off status in lieu of displacing another employee. Laid off employees shall be recalled as provided in the preceding paragraph of this section.
- 2) Laid off employees may be permitted to return to any job for which they are qualified in any classification from which they may have voluntarily transferred and by exercising only the seniority they had in that classification at the time they voluntarily transferred.
- 3) The employee may bump a junior employee in another classification providing that the laid off employee has a greater amount of seniority in their current classification and, at the discretion of the company, is qualified in that other classification. If an employee selects this option, their seniority in their current classification shall be frozen as of the date prior to bumping into the other classification.
- 4) If the laid off employee cannot bump a junior employee in another classification, then the laid off employee may bump a senior employee within their current seniority classification provided the laid off employee has a greater amount of total company seniority.

SECTION 7. Transfers, Promotions and Demotions

When an employee with six (6) months or more total seniority permanently transfers promotes from a lower classification to a higher classification their wages shall be computed in the following manner:

- a) Upon promotion, the employee shall be paid at the entry wage rate for the promoted position. Upon successful completion of 30 days of service in the higher class, the employee's wage rate shall be increased to the rate for the wage progression equivalent to their total service time with Pueblo Transit.
- b) An employee with less than six (6) months total seniority who permanently-transfers promotes from a lower classification to a higher classification shall begin their wage progression at the lowest level of the then existing wage progression for that classification.
- c) An employee who either voluntarily or involuntarily transfers or demotes from a higher classification to a lower classification shall be paid at the same level of wage progression for the lower classification as they were in the higher classification wage progression (e.g.: An operator transfers or demotes to a Utility. The operator was, at the time of the transfer, demotion, being paid at the 2nd (six months) level of the operator's wage progression. Upon transferring, demoting, they would be paid at the then existing rate for the 2nd (six-months) level of a Utility employee. From this point forward, normal wage progression would continue for the employee with the wage rates established for the Utility classification.

ARTICLE 9 - BARGAINING UNIT WORK

- a) Unless mutually agreed upon by the Company and Union Executive Board, non-bargaining employees shall not, except for the initial, advanced and/or remedial training of employees, operate buses, nor perform maintenance work.
- b) Management may operate buses for non-revenue generating, planning and or training purposes. It is agreed that “non-revenue” does not include operation of buses for charitable or other similar services.

ARTICLE 10 - EXTRA BOARD

SECTION 1. Line Up-and Extra Board Posting

The Company agrees to maintain an adequate extra board needed for service requirements. The extra board shall be lined-up according to seniority on the first Sunday of each pay period. Each extra board operator may select their run according to their seniority. Any operator on the extra board may decline a run on line-up day without losing their place on the board except for the conditions outlined in Article 10, Section 2. All other days they must take whatever work is assigned to them.

The Board will be posted on the bulletin board by 3:00 p.m. each day. The availability of the operators at 11:00 a.m. each day will be that which is used for posting. Any Employee calling off or being sent home after 11:00 a.m. will automatically be scheduled off for the following day.

SECTION 2. Full Week Vacancy Assignment

- a) On Friday prior to line-up day when circumstances create work in full week durations, the work will be offered to the senior extra board operator first. If the senior operator declines the assignment the work will be offered in descending order to each of the other extra board operators until either the work is accepted, or all extra board operators reject the full work. If the latter occurs, the full run will be assigned per Section 3 of this Article.
- b) If the senior operator has not indicated to the dispatcher if they accept or declines the available work prior to the Friday before line-up day, the dispatcher must attempt to contact them for their decision. Should they decline, or should the dispatcher be unable to contact the senior operator, attempts will be made to contact other operators in descending seniority order.
- c) If extra-board operator claims full run for full week, they will be allowed to claim that RDO for that week on the condition they specify the day off when offered the full week by CSR on Friday prior to line up day. Extra board operator will still be available for the draft procedures before regular operators are drafted. No two extra board operators can take the same RDO off and extra board

operator is prohibited from calling off sick during the week.

SECTION 3. Assignment Distribution

Each day, extra board work assignments will be distributed as follows:

- a) Completed runs (if available) will be assigned according to total pay hours, in descending order from the extra board operator with the lowest accumulated hours to the extra board operator with the highest accumulated hours.
- b) After assignment of complete runs, any remaining pieces shall be assigned to the remaining extra board operators until either all available work has been assigned or else until each extra board operator has received a minimum of one work assignment for that day. These pieces shall be assigned according to the total pay time contained in each piece as shown on the run schedule.
- c) In the event work has been assigned in accordance with Article 10, Section 3, Paragraphs (a) and (b), and there still remains pieces of available work, then those extra board operators holding complete runs shall have additional work assigned to them provided these extra pieces do not conflict with their complete run assignment.

SECTION 4. Extra Board Operator Check-in

Extra board operators will not be required to check-in. If an extra board operator is needed before 6:00 a.m., the Company's dispatcher will contact them.

SECTION 5. Extra Board Operator Run Claim

Any extra board operator may claim and hold a run until the regular operator returns to work or until line-up day. The claiming of runs will be governed by the seniority of the extra board operators.

SECTION 6. Extra Board Operator Reporting Late

An extra board operator holding a run who reports for work late two (2) days in succession, shall forfeit that run for one (1) day and shall be placed at the foot of the extra board for the day of the forfeiture.

SECTION 7. Trippers and Special Runs

All trippers and specials shall be assigned according to their total pay time rather than their departure time.

SECTION 8. Reduction to Guaranteed time

- a) For pay purposes, eight (8) hours will be deducted from the weekly guaranteed time for each day the extra board operator fails to work with the exception of line-up day. For scheduling purposes, an extra board operator will receive credit hours equal to daily work assignment for each day they are unavailable for work. Furthermore, when the unavailable extra board operator returns to work, they will be placed at the foot of the extra board for the first day, thereafter, the affected extra board operator will be placed according to total hours.
- b) All time will be split if any work hours are affected.

SECTION 9. Changes to Extra Board Rules and Procedures

The Company and Union may make change to the Extra Board Rules and Procedures at any time there is mutual agreement to do so.

ARTICLE 11 - MINIMUM GUARANTEE EXTRA BOARD OPERATORS

SECTION 1. Minimum Guarantee

- a) Beginning with the first day of each pay period following the completion of the probationary period, each employee on the extra board shall be guaranteed forty (40) hours per week including show-up and travel time provided they fill the assignments offered on their scheduled workdays during the pay period. No operator will be required to perform non-driving duties unless their weekly normal duty hours are less than 37.5.
- b) Time and one-half shall be paid for all work performed in excess of forty (40) hours per week, including show-up time and travel time. Time and one-half will be paid for all time in excess of eleven (11) hours spread per day.

SECTION 2. Spread Time

- a) Spread time is defined as the total number of elapsed hours from the first reporting time until the completion of all assigned work. Assigned work shall include Company required meetings. For pay purposes, spread time premium pay shall be paid in the following manner:
 - 1) All hours and minutes worked during an elapsed period of eleven hours shall be paid at the regular rate of pay. All hours and minutes worked beyond an elapsed period of eleven hours shall be paid at the regular rate of pay, plus one-half times the regular pay for only that time worked over the eleven hours spread time.

- b) An extra board operator's maximum spread time shall be twenty (20) hours on any calendar day. Extra board operators shall be permitted to drive a maximum of ten (10) hours on any calendar day unless the Company receives an exception for special events by the Colorado Department of Public Safety. Under no circumstances will an extra board operator be allowed to drive more than sixteen (16) hours on any calendar day. In the event an extra board operator exceeds either the maximum allowable spread time or driving time on any calendar day, they will be required to take eight (8) consecutive hours off duty before being allowed to return to work.
- c) Probationary employees shall be paid straight time for all work up to forty (40) hours per week. All time in excess of forty (40) hours per week shall be paid at the rate of time and one-half.

ARTICLE 12 – RUNS

SECTION 1. Run Specifics

- a) Swing runs shall be made of the excess days and signed for as regular runs.
- b) In the event it is necessary to make a run less than the minimum running time in hours per week or over the maximum spread, such run shall not be considered a regular run shall fall to the extra board unless an operator prefers taking said run.
- c) An operator eligible to sign for a regular run shall be allowed to work the extra board in preference to signing for a regular run and shall come under all laws governing extra board operators.
- d) A regular operator shall not be permitted to work other than their regular run when an extra board operator is available.
- e) Any changes of runs shall be on the beginning of the pay period and at the regular quarterly sign-up. The sign-up shall take effect at the nearest date to the new pay period as of January 1, and every quarter thereafter.
 - 1) There shall also be a sign-up of runs whenever there is a change in runs and also from the operator affected down whenever an operator leaves the employment of the Company.
 - 2) The sign-up shall be posted a minimum of five (5) days prior to the effective date, excluding Saturdays and Sundays. Once posted, operators shall begin selecting runs 24-hours after the sign-up is posted.
 - 3) Once operators have started selecting runs each operator will have one hour after end of shift to sign for a run. If the one-hour expires or if the operator is unavailable or cannot be located, the President of Local 662 or their designee shall sign said operator to the same run or the next run which most closely resembles the current run held by the operator.

- f) Any operator losing time by a schedule change shall be paid the time of their run unless shown on their run at the time it was signed for
- g) Runs may be traded for a period of ten (10) days or less by securing the consent of the Company. To trade runs for periods of more than ten (10) days, the consent of the Company and every operator between the two wishing to trade must be secured. In order for operators to trade runs for a second ten (10) day period, they must work their regular signed run for at least a period of ten (10) days.

SECTION 2. Run Reviews

When excessive speed has to be used to keep a schedule in balance on any run, that run shall be reviewed as soon as possible and shall be immediately negotiated.

SECTION 3. Maximum Driving Time

No regular operator will be allowed to drive for more than a maximum of ten (10) hours on any calendar day.

SECTION 4. Overtime Assignments

Overtime assignments will be distributed as follows:

1. Vacancies will be offered to regular operators, in seniority order, according to total pay hours. Senior operator will have the option to accept the complete run or part of the run so long as that portion is not less than 2 hours. If a three (3) hour run is available, it will be split into a two- and one-hour piece to prevent day off operators from being called in on their day off. Vacant runs cannot be split creating a piece of less than 2 hours, unless no one is available to work, or all pieces less than two hours are assigned to extra board operators.
2. For purposes of offering overtime, operators who are on-duty shall be contacted by Ranger or radio and operators who are off-duty shall be contacted by phone. When the Ranger is used for in-bus notice the CSR will verify the selection by use of two-way radio.
3. The following procedure for offering overtime by phone shall be followed and shall satisfy the requirements of this Section:
 - a.) When filling a vacant piece of work after 4:00 p.m. for the next business day or for the same day that the assignment is made, one phone call shall be made to the off-duty operator, and if not answered, Company shall immediately proceed to the next available operator in seniority order; and
 - b.) When filling a vacant piece of work before 4:00 p.m. for the next business day or otherwise, one phone call shall be made to the off-duty operator, and if not answered,

a voicemail will be left, and the operator shall have five (5) minutes to respond and accept. If no voicemail is available when called or if no timely response is received, Company shall immediately proceed to the next available operator in seniority order.

ARTICLE 13 - CHARTER SERVICE

Charter Service as this Article shall pertain to, covers all special buses to points beyond the City limits as defined in the Company's PUC Authority or other authorities whereby the Company receives revenues. In the event the Company applies for, and receives Colorado PUC Authority, then this Section shall be reopened, and negotiations concluded concerning wages and work rules as they apply to Charter Service.

ARTICLE 14 - WORKING HOURS

SECTION 1. Work Week

- a) The workweek for bargaining unit employees shall begin at midnight Saturday/Sunday and shall extend for seven (7) consecutive twenty-four (24) hour period ending at the following midnight occurring on Saturday/Sunday. Driving employees will work the schedule consisting of approximately forty (40) hours.
- b) All drivers who properly sign-up for a regular run will be paid on a forty (40) hour minimum basis, except where a run has been cut at the request of the operator and such cut has been agreed upon by the Company, thus constituting a "light duty" run. Sixty-five percent (65%) of all runs are to be straight runs.
- c) All maintenance employee shifts shall be defined as an eight (8) hour workday, not including a thirty (30) minute lunch period.

SECTION 2. Off Duty, 30 Days or More

When an operator has been off duty for a period of thirty (30) days, their run shall be filled and a sign-up from that operator down to become effective on the nearest Sunday of a new pay period. When the off-duty operator returns to work, there will be a sign up from that operator down, to become effective on the nearest Sunday of a new pay period.

SECTION 3. Laying Off, 30 Days or More

When an operator will be laying off for a period of thirty (30) days or longer, or indefinitely, there shall be a sign-up from that operator down to become effective on the nearest Sunday which begins a new pay period. When the off-duty operator returns to work, there will be a sign up from that operator down, to become effective on the nearest Sunday of a new pay period.

ARTICLE 15 - DEDUCTIONS

The employer shall make available a Section 125 plan (the current AFLAC Plan) for employees. All deductions listed in this Article (permissible by law and the design of the plan) may be made through the Section 125 Plan.

SECTION 1. Credit Union

The Company agrees to deduct monthly, from the paycheck of each member, any sums requested to be deducted and paid to the Pueblo City Employees Federal Credit Union, as evidenced by a voluntarily signed deduction slip authorizing such deduction. Any money so deducted will be paid to the Pueblo City Employees Federal Credit Union promptly.

SECTION 2. Colorado Public Employee's Retirement Association (P.E.R.A.)

- a) All employees will participate in the Colorado Public Employee's Retirement Association (P.E.R.A.) in accordance with the requirements of Colorado law.
- b) Employees will only be subject to the medical portion of F.I.C.A.
- c) The Company agrees to deduct P.E.R.A. contributions from member paychecks, inclusive of member's voluntary P.E.R.A. 401-K contributions.

SECTION 3. Union Dues Check off

- a) The Company agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees, regular monthly dues and assessments uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form that conforms with applicable law. The Company shall supply to the Union the name, address, classification and date of hire of each newly hired employee on a monthly basis. Employees terminating Union membership shall notify the Union Financial Secretary Treasurer. The Union Financial Secretary Treasurer shall submit all employee signed authorization and dues revocation forms to the Company upon receipt.
- b) The Company shall notify the Union in writing notice of any employee entering or leaving service. The Company shall also provide the Union written notice of any bargaining unit employee on leave of absence for a period of thirty (30) days or more. An employee seniority list shall be provided showing name, date of hire, rate of pay, address, phone and email. Such seniority lists shall be provided on a quarterly basis, unless reasonably requested otherwise.

SECTION 4. Hold Harmless

The Union agrees to indemnify and hold harmless the Company from any and all liability, actions, claims and demands of any kind by reason of any deduction withheld from any employee's pay or actions taken as required under the provisions of Section 3 of this Article.

SECTION 5. Disability Plan

The Company agrees to deduct monthly from the paycheck of each employee an amount requested for the disability insurance plan.

ARTICLE 16 - INSURANCE

The employer shall make available a Section 125 plan (the current AFLAC Plan) for employees. All employee premiums, co-pays and deductibles applicable in this Article (permissible by law and the design of the plan) may be made through the Section 125 Plan.

SECTION 1. Life Insurance

The Company agrees to continue in force and affect a group life insurance program on the following terms and conditions:

- a) Each full-time employee, with six or more months service with the Company will have written on their life a group life insurance policy in the amount of \$10,000.00 within a reputable life insurance company. The entire cost of same to be paid for by the Company.
- b) Active employees of the Company hired prior to January 1, 2004, over the age of sixty-five (65) or who have had twelve (12) or more continuous years of service and terminate employment because of disability or health conditions and all retired employees will be insured in the amount of \$2,500.00, which insurance is to be paid for by the Company. Any employee hired prior to January 1, 2004, who has twenty (20) years of continuous service with the Company and leaves prior to retirement shall receive all the benefits of a retired person as far as life insurance is concerned, provided they do not secure work as a full-time employee. Any employee hired on or after January 1, 2004, will not be covered by this provision.

SECTION 2. Health Insurance

A Self-Funded Health Benefit Plan shall be made available subject to and conditioned upon the terms and conditions of the November 14, 2019, amendment to the Collective Bargaining Agreement and same shall supersede any conflicting or inconsistent provision of this Agreement.

SECTION 3. Felonious Assault Insurance

The Company agrees to carry a Felonious Assault Insurance on employees, which is commonly carried in the transit industry.

SECTION 4. Dental Insurance

The Company shall pay \$65.00 toward the actual premium for a family policy per month. The Company shall pay \$65.00 toward the actual premium for a single employee policy per month. All full-time employees are eligible for dental insurance the 1st of the month after their hire date.

SECTION 5. Insurance Carrier Liability

The failure of an insurance carrier to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Company or the Union, nor shall such failure be considered a breach by either of them for any obligations under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Company and the carrier(s).

SECTION 6. Continued Coverage for Relatives

If an employee dies, his or her surviving relatives, which are covered under the health insurance plan provided by the Company, shall continue to be covered by said insurance for the remainder of the current contract year or for a six (6) month period, whichever is greater.

SECTION 7. Guaranteed Level of Coverage

The Company agrees that the overall level of benefits provided by these insurances shall not diminish during the term of this Agreement.

SECTION 8. Declining Insurance Coverage

Any employee hired after January 1, 1995, who elects not to have insurance coverage, shall not be compensated by the Company for the premium amount of the coverage.

SECTION 9. Dropping Insurance Coverage

Any employee hired prior to January 1, 1995, who after January 1, 1998, elects not to have Company provided insurance coverage, shall not be compensated by the Company for the premium amount.

SECTION 10. Disability Insurance

- a) The Company will provide \$25.00 per month to a disability insurance fund for all full-time employees that elect to participate. The Company and the Union will select the disability insurance provider. All costs associated with the plan will be borne by the participating employees. Those not participating in the plan will not receive the \$25.00 per month contribution.
- b) The plan shall be a jointly trusted plan with two (2) union trustees and two (2) company trustees. The plan must be in effect by January 1, 1998.

ARTICLE 17 - WAGES

- 1. Effective January 1, 2025, adjust the wage schedule to provide a 5% wage increase to all classifications. Except for the CSR classification wage schedule which shall be increased to match all wage rates of the Transit Parts Technician classification.
- 2. Effective January 2, 2026, adjust the wage schedule to provide a 5% wage increase to all existing classifications.
- 3. Effective January 1, 2027, adjust the wage schedule to provide a 5% wage increase to all existing classifications.

<u>Operator Full Time/Part Time</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$22.68	\$23.81	\$25.00
Six Months	\$23.85	\$25.04	\$26.29
18 Months	\$25.12	\$26.37	\$27.69
30 Months	\$26.47	\$27.79	\$29.18

<u>Mechanic "A"</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$27.32	\$28.69	\$30.12
Six Months	\$28.68	\$30.11	\$31.61
One Year	\$31.00	\$32.55	\$34.17

<u>Mechanic "B"</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$26.50	\$27.83	\$29.22
Six Months	\$27.79	\$29.18	\$30.64
One Year	\$30.07	\$31.58	\$33.15

<u>Utility</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$21.40	\$22.47	\$23.59
Six Months	\$22.51	\$23.64	\$24.82
18 Months	\$23.71	\$24.89	\$26.14
30 Months	\$24.96	\$26.21	\$27.52

<u>Parts Technician</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$20.96	\$22.01	\$23.11
Six Months	\$22.06	\$23.16	\$24.32
18 Months	\$23.18	\$24.34	\$25.56
30 Months	\$24.35	\$25.57	\$26.85

<u>Custodian</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$15.62	\$16.41	\$17.23
Six Months	\$16.25	\$17.07	\$17.92
18 Months	\$17.14	\$17.99	\$18.89
30 Months	\$18.05	\$18.95	\$19.90

<u>C.S. R Full/Part Time</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$20.96	\$22.01	\$23.11
Six Months	\$22.06	\$23.16	\$24.32
18 Months	\$23.18	\$24.34	\$25.56
30 Months	\$24.35	\$25.57	\$26.85

<u>Lead C.S.R</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$22.41	\$23.53	\$24.70
Six Months	\$23.30	\$24.46	\$25.69
18 Months	\$24.32	\$25.54	\$26.82
30 Months	\$25.25	\$26.52	\$27.84

<u>Shop Foreman</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Entry Level	\$30.73	\$32.27	\$33.88
Six Months	\$32.09	\$33.69	\$35.38
One Year	\$34.36	\$36.07	\$37.88

ARTICLE 18 – HOLIDAYS AND VACATION

SECTION 1. Holidays

a) The following shall be regarded as paid holidays for all employees.

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

b) An employee must work their regularly scheduled day immediately preceding a holiday and their regularly scheduled day immediately following a holiday unless they have been previously excused from such work by the Company, or due to sickness or injury as verified by a doctor in order to receive holiday pay.

c) All employees who are not assigned to work on any of the foregoing holidays, shall receive holiday pay whether or not the day was one on which they were scheduled to work, on the following basis:

- 1) Regular Operators shall receive the pay of their run.
- 2) Extra Board Operators shall receive eight (8) hours pay at their regular hourly rate.
- 3) Maintenance employees shall receive eight (8) hours pay at their regular hourly rate.
- 4) If a holiday occurs on an employee's regular day off, then the affected employee shall be paid eight (8) hours at straight time in addition to their total weekly hours.

d) Any employee who is assigned to work on a paid holiday shall receive the foregoing holiday pay, and in addition shall be paid at the rate of time and one-half for all work performed.

e) All employees who have completed the ninety (90) day probationary period shall receive seven (7) personal holidays to be used by the end of each calendar year. Personal holidays shall be pro-rated the first year.

g) Personal holidays may be bid at the time of vacation bidding, Article 19, Section 3. Except in emergency situations, any unbid days may be taken on a first come first approved basis with a 5-day request notice from the employee, with the Company's approval.

h) Two vacation periods will be available for bid during any week part-time operators are available with the exception of the duration of the Colorado State Fair; no operators will be off.

SECTION 2. Vacation

a) *Accrued Vacation*

Every full-time employee covered by this Agreement will be allowed vacation according to the following

schedule.

One Year of Service	One-week vacation
Two Years of Service	Two weeks' vacation
Five Years of Service	Three weeks' vacation
Ten Years of Service	Four weeks' vacation

Vacation will be accrued monthly.

b) Rate of Pay on Vacation

For each week of vacation to which the employee is entitled the employee shall be paid on the following basis:

- 1) Regular operators will be paid the same amount they would have earned had they worked their regular assignment for that week.
- 2) Maintenance employees and Customer Service employees will be paid forty (40) hours at their regular hourly rate.
- 3) Vacation for Extra Board Only. Five (5) days, forty (40) hours pay shall constitute one (1) week vacation for pay purposes. One (1) additional day without pay will be included in one (1) week of vacation. To be taken in one (1) week increments. Extra board vacation week shall begin on Sunday and end on Saturday, seven (7) days.

c) Pay in Lieu of Vacation

Any employee may cash up to eighty (80) hours of accrued, unused vacation leave one time annually. Such request for sale must be made by January 15th of each year. A form to make the request shall be provided by the Company. The number of hours of vacation leave sold shall be deducted from the employee's accrued balance.

SECTION 3. Vacation Selection

a) The Company will post the vacation sign-up sheet. Employees within each unit will be given a reasonable opportunity to initially select vacations in seniority order. If an employee fails to sign-up to take any or all of their vacation, the employee may subsequently choose from among available openings. Any employee failing to sign-up within a reasonable time will not be permitted to bump another employee from a previously selected vacation.

b) Initial Selection

Initial selection for vacations shall be for full week(s) only, which can be either personal holidays, vacation days or combination thereof. Employees will only be permitted to select full weeks up to the amount accrued for the current year, in accordance with Section 2 (a). After all employees have been afforded an opportunity to sign up for a full week(s) vacation, single ~~or~~ and multiple days,

along with any additional full week's sign-up will take place in seniority order. Initial selection of all vacations shall be concluded within sixty (60) days of posting. The Company and the Union will agree upon a schedule for selection of vacations within the sixty (60) day sign-up period.

1. The vacation and Personal holiday sign-up sheet shall be kept in the Pueblo Transit mailboxes and is not permitted to be taken home.
 2. Employees will have a maximum of 48 hours to complete their selection. If an employee has not made their selections within 48 hours of receiving the sign-up sheet, they will forfeit their selection, and the sign-up sheet will move to the next employee in seniority order for them to make their selections.
- c) Two operator vacation periods will be available for selection during any week- No employees will be permitted off for vacation during the Colorado State Fair. Once vacation/personal holiday calendar has been accomplished and subsequently accepted by the Company, the employee is obligated to take their vacation period as selected. Cancellations or rescheduling will only be considered for emergencies and on a case-by-case basis.

Management shall post all vacation/personal holidays vacancies for selection within 24 hours if subsequently cancelled by the employee.

- d) One Maintenance mechanic employee vacation period will be available for selection during any week. One Maintenance Utility employee vacation period will be available for selection during any week. No employees will be permitted off for vacation during the Colorado State Fair. Once vacation/personal holiday calendar has been accomplished and subsequently accepted by the Company, the employee is obligated to take their vacation period as selected. Cancellations or rescheduling will only be considered for emergencies and on a case-by-case basis.
- e) One Customer Service Representative employee vacation period will be available for selection during any week. No employees will be permitted off for vacation during the Colorado State Fair. Once vacation/personal holiday calendar has been accomplished and subsequently accepted by the Company, the employee is obligated to take their vacation period as selected. Cancellations or rescheduling will only be considered for emergencies and on a case-by-case basis.
- f) All paid leave requests made after the vacation/personal holiday selection process has been completed and the vacation/personal holiday calendar has been accepted by the Company, will be at the discretion of the Company. Such leave requests will be made at least 48 hours in advance.
- g) When two or more employees submit leave requests for the same time, employee seniority precedence will determine the employee receiving leave approval.

SECTION 4. Vacation Accrual

Accrued vacation may be accumulated to a maximum of twice the amount accrued annually by the particular employee at any one time. Any employee who exceeds the maximum accrual on January 1, 1998, will be capped at their accrued amount on January 1, 1998. Any employee who has exceeded the maximum accrual amount and utilizes vacation that drops below the cap, a new cap will be set based on the accrued amount after the vacation is used.

ARTICLE 19 - LEAVE AND OTHER ABSENCES

SECTION 1. Relief from Duty

Employees may be relieved from duty for the following reasons provided an employee is available to take their place:

- a) When necessary to transact Union business, provided party(ies) wishing to be relieved is (are) an official of the Executive Board, and proper notification has been given to the Company.
- b) To attend a funeral other than those situations covered by Article 19 Section 8e.

Any extra board operator relieving as above shall be paid according to normal overtime provisions in Article 11, Section 1b.

Employees relieved as above shall receive no pay while off duty except while meeting with Company officials for Union work, or the benefit of the Company or mutual benefit of contract negotiations and considerations of proposals.

SECTION 2. Outside Position

No employee can lay off and work at another position unless satisfactory arrangements are made between the Company and the Executive Board of the Union. Political offices (where full time is required) for one term, other positions in the Company, working for the Union, in the United States Government Service for the prosecution of war, and sickness (physically unfit for bus service) are accepted.

SECTION 3. Military Duty

Any member of the Union who may be drafted or called to active military service by the United States Government, upon completion of such service shall be allowed to return to their former position with the Company with all seniority rights the same as though they have been continuously employed by the Company, provided they make application to return to work within ninety (90) days after being discharged from the Government Service, is physically fit and that circumstances of the Company make

it possible to do so, or in compliance with Government Regulations.

SECTION 4. Leave Without Pay

- a) Leave Without Pay (LWOP) may be authorized by the General Manager subject to:
- 1) Sufficient manpower is available to fill all work shifts.
 - 2) Another employee is willing to work the shift(s).
 - 3) To fill the work shift(s) will not require overtime pay; and
 - 4) Except in cases of personal emergency.
- b) Employees will be notified forty-eight (48) hours in advance that the day(s) off have been approved, provided such request was submitted to the Company a minimum of ninety-six (96) hours in advance of the requested day(s) off.

SECTION 5. Return to Work

An operator wishing to return to work must report no later than 11:00 a.m. on the day preceding the day they wished to return to work. Any operator who, for any reason, cannot be to work at their appointed time shall report that absence a minimum of one (1) hour prior to the beginning of their shift. If the notification of the absence occurs 60 minutes or less prior to the beginning of the shift, then such absence may be considered unexcused and subject to discipline.

SECTION 6. Injury Leave

- a) Each permanent, full-time employee who sustains an injury in the course of employment for which temporary disability benefits are paid or payable under the Worker's Compensation Act of Colorado shall be paid injury leave benefits in an amount equal to eight hours straight time pay for each workday, or 40 hours straight time pay for each work week, during the period of covered disability.
- b) An employee who on the date of injury is voluntarily working less than a 40-hour week shall be paid such benefits in an amount prorated to equal straight time pay for the number of hours actually worked.
- c) Such benefits shall accrue from the first day of absence from work due to such injury and shall continue for the entire period of covered disability but not to exceed one calendar year from the date of injury.
- d) Worker's Compensation temporary disability benefits otherwise payable to an employee shall be payable to the Company under the provisions of Section 8-42-124 of the Worker's Compensation Act of Colorado.
- e) The Company shall not be liable for payment of any benefits hereunder for any injury for which

benefits are denied under the Worker's Compensation Act of Colorado.

- f) If benefits are reduced by 50% under the provisions of that Act due to willful failure to use safety devices, willful failure to obey safety rules or intoxication of the employee, injury leave benefits otherwise payable under this section shall be denied.
- g) The Company shall not be required to pay injury leave benefits for any injury not compensable as a temporary disability under the Worker's Compensation Act of Colorado, nor to pay such benefits for any period after temporary disability compensation under the Act has been terminated.
- h) Injury leave benefits set forth herein are maximum benefits for each injury. Employees on injury leave shall be granted all employee benefits the same as if they were in active service of the Company.
- i) Any benefits paid hereunder for an injury which is subsequently determined not compensable, or subject to a reduced award, under the Worker's Compensation Act of Colorado, shall be refunded to the Company by the involved employee.
- j) Receipt of injury leave benefits hereunder shall operate as and be an assignment by the employee to the Company of the employee's cause of action against such other person or persons as provided in Section 8-41-203 of the Worker's Compensation Act of Colorado, limited to the amount of injury leave benefits paid or payable hereunder by the Company to the employee.
- k) During such time as the employee is receiving injury leave benefits and for sixty (60) days after receipt of the last payment hereunder, such employee shall have the right to retain an attorney to represent their interests but shall not prosecute or compromise such cause of action without the written approval of the Company. If such employee retains an attorney, the Company shall not be liable for any costs or attorney fees incurred therewith; in consideration thereof, the Company hereby limits its subrogation rights in any recovery so obtained to seventy-five (75%) of injury leave benefits paid or payable to the employee hereunder.
- l) If such employee fails to retain an attorney, the Company may take action it deems advisable to recover any and all injury leave benefits paid or payable to such employee, and such employee shall cooperate with the Company in any action it may take and shall make available any and all documentation or information in their possession or under their control deemed by the Company to be material thereto.
- m) No injury leave benefits shall be payable hereunder to any employee injured while in the employ of any employer other than the Company.
- n) The Company reserves the right to deny payment of injury leave benefits if the involved employee refuses to submit to a medical examination by any physician chosen by the Company.

SECTION 7. Absence

Vacation credit will accrue to an employee for the first forty-five (45) consecutive days absence from work. Employees who request and are granted a leave of absence by the Company shall not accrue vacation credit after the effective date of their leave of absence. Any employee laid off due to a reduction in force shall accrue vacation credit for only the first forty-five (45) consecutive days of laid off status. The laid off employee will be paid or credited for accrued vacation upon returning to work.

SECTION 8. Sick Leave

a) Pay

All employees hired prior to January 1, 2003, who have completed their probationary period will be credited with one and one-half (1-1/2) day sick leave for each full month of continuous service. Employees hired on or after January 1, 2003, who have completed their probationary period, will be credited with one (1) day sick leave for each full month of continuous service. Sick leave, if not used in whole or in part, shall be accumulated not to exceed 1,600 hours. Any employee who exceeds 1,600 hours on January 1, 1992, shall be capped at their sick leave hours accrued on January 1, 1992, plus 18 days when accrued. Sick leave shall be used, and paid, computed to the nearest one-half hour of straight time pay. All sick leave will be paid according to the employee's regular hours pay for each day sick at a minimum rate of 8 hours per day.

b) Accrued

- 1) Sick leave shall be accrued by the employee to the last full month in the event of termination of services for any reason whatsoever and if such employee is rehired at a later date, such employee must again serve the necessary qualifying period in order to become eligible for sick benefits. An employee who is discharged and later reinstated shall not have to serve such qualifying period providing they have served their ninety (90) day probationary period of service with the Company. An employee on leave of absence for thirty (30) days or more shall not accrue sick leave during the period off.
- 2) No employee will receive payment for accrued sick leave during regular days off, during annual vacation periods or during leave of absence.
- 3) No sick leave credit will accrue to an employee for any month in which less than three fourths (3/4) of their normally scheduled working hours are actually worked except during their annual vacation period.
- 4) Sick leave shall continue to accrue, but no sick leave benefits shall be paid to any employee during any period of time in which the employee is receiving either Worker's Compensation, temporary disability benefits or injury benefits under Article 19, Section 6 of this Agreement.

C) Medical Certificate

A medical certificate subscribed by the employee's physician on forms supplied by the Company shall be required for any absence for which sick leave, either paid or unpaid, is claimed by the employee which exceeds four (4) consecutive working days when such leave is covered and designated under the HFWA and three (3) consecutive working days once any leave under the HFWA has been exhausted.

d) Misuse

Any use or attempted use of sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the Company and shall be sufficient grounds for discharge or disciplinary action. The Board of Directors in any case of suspected abuse of sick leave privileges may require a medical certificate prescribed by the employee's physician on forms supplied by the Company for any absence for which paid sick leave is claimed by the employee.

e) Funeral Leave

In addition to all leave benefits authorized under the terms of this Agreement, employees shall be entitled to funeral leave benefits pursuant to the terms of this Article.

- a. **Parent, spouse, spousal equivalent, child, brother, sister, and grandchild** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be a special administrative leave, which is not accrued, not subject to any maximum, and not charged against any other accrued leave benefits.
- b. **Immediate family defined as grandparent, mother-in-law, father-in-law, or other relative residing in the same household as the employee** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.
- c. **Person not a member of immediate family** - Each employee shall be entitled to paid leave for a period of one (1) calendar day per year in order to attend the funeral of a person other than a member of the immediate family. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.
- d. **Co-worker** – In the event of death of a departmental employee, employees of said department may be granted one-half (1/2) day's funeral leave, not to exceed 4 hours, for attendance of the

funeral provided that the work schedule can be arranged by the Company so as not to materially impair the ability of the department to perform its public duties.

	<u>RELATIONSHIP</u>	<u>LEAVE AMOUNT</u>	<u>LEAVE TYPE</u>
Section A	Parent	10 days	Administrative Leave (paid)
	Spouse	10 days	Administrative Leave (paid)
	Child	10 days	Administrative Leave (paid)
	Brother / Sister	10 days	Administrative Leave (paid)
	Grandchild	10 days	Administrative Leave (paid)
Section B	Mother-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Father-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Other Relative Residing in Same Household as Employee	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section C	Person other than Immediate Family Member	1 day	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section D	Co-Worker	4 hours	Sick Leave or Vacation provided employee has sufficient amount of leave accrued

f) Other

Employees may receive leave with pay for a maximum of three (3) workdays in each consecutive twelve (12) month period for an illness of the employee's spouse or child, subject to verification thereof. *NOTE: Time taken will be deducted from annual sick leave.

ARTICLE 20 - SPECIAL PAYMENTS

SECTION 1. Operators

- a) Any regular operator called to work shall be paid a minimum of two (2) hours straight time, including show-up and travel time each time out or time and one-half for actual time worked, including show-up and travel whichever is greater.
- b) Any time worked by a regular operator other than the signed time of their regular signed run shall be paid for at the rate of time and one-half, provided the operator has worked all assigned hours in their scheduled work week.
- c) Each operator taking the bus from the garage shall be required to report to the official in charge fifteen (15) minutes before scheduled starting time for the purpose of procuring the necessary forms and completing the vehicle pre-trip inspection and shall be paid for the reporting time in addition to the time of their run. Each operator who brings a bus or company vehicle back to the garage at the end of the operator's work assignment shall be paid five (5) minutes turn in time.
- d) When an operator is breaking in a student, they shall be allowed one (1) hour per day per student

in addition to the regular time of their run.

- e) Fifteen (15) minutes of work shall be paid to employees for completed accident/incident reports.
- f) Any employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification. Any employee placed on a temporary assignment to a lower classification shall receive their regular rate of pay.
- g) For all operators the pay time shall be continuous whenever the span between ending one assignment and commencing another is thirty (30) minutes or less
 - 1) Regular operators will be paid at time and one-half for all time in excess of eleven (11) hours spread per day.
 - 2) Spread time is defined as the total number of elapsed hours from the first reporting time until the completion of all assigned work. Assigned work shall include Company required meetings. For all pay purposes, spread time premium pay shall be paid in the following manner:

All hours and minutes worked during an elapsed period of eleven hours shall be paid at the regular rate of pay. All hours and minutes worked beyond an elapsed period of eleven (11) hours shall be at the regular rate of pay, plus one-half times the regular pay for only that time worked over the eleven hours spread time.
- h) No more than one premium may be applied to any hours worked or paid for regular operators.

SECTION 2. Maintenance

- a) Any maintenance employee called to work for any period less than two (2) hours shall be paid a minimum of two (2) hours straight time or time and one-half for actual time worked, whichever is greater.
- b) Within each eight (8) hours worked, maintenance employees shall be allowed ten (10) minutes to wash up. Two (2) fifteen-minute breaks per shift. Not to be carried over or paid if not taken.
- c) A revolving overtime schedule shall be kept by garage management. The list of employees shall be by seniority. Any time a maintenance employee receives overtime or is asked and refuses overtime, their name will automatically go to the bottom of the list.
- d) Employees assigned to train newly hired Utility Workers shall be paid training pay in the amount equivalent to one hour of straight time pay of said employee for each day of training. Training pay shall only be paid during the first month of employment of the newly hired Utility Worker. If training more than one Utility Worker, then one hour of straight time pay for each day of training shall be

applied for each additional Utility Worker being trained.

SECTION 3. Customer Service Employees

- a) Any customer service employee called to work shall be paid a minimum of two (2) hours straight time or time and one-half for actual time worked, whichever is greater.
- b) Any time worked by a customer service employee other than the assigned time of their regular scheduled hours shall be paid for at the rate of time and one-half, provided the customer service employee has worked all assigned hours in their scheduled work week.
- c) If the company determines that overtime would be required in the Customer Service Representative position, staffing selection will be made on a rotating basis from all full-time customer service employees based on seniority. For purposes of this Section, seniority for Lead Customer Service Representatives shall include seniority in such classification plus any previously accumulated seniority in the Customer Service Representative classification.
- d) *Bilingual Compensation*
The full-time Customer Service Representative position may be required to be filled by an employee who possesses bilingual capabilities. Pueblo Transit reserves the right to determine the number of positions, competency levels, and the second language required for each. Employees that hold these positions will be paid an additional fifty dollars (\$50.00) per month for their capabilities. This compensation is subject to employee successfully completing competency test. This incentive plan shall not be construed to eliminate any of the current Customer Service Representatives from their jobs.

SECTION 4. Overtime

Time and one-half (1 ½) the regular rate of pay shall be paid an employee for all time worked in excess of forty (40) hours in the work week when such time is required to be worked by the Company. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

SECTION 5. Bi-Lingual Pay

Certain positions in the Company may be required to be filled by employees who possess bilingual capabilities. The Company reserves the right to determine the number of positions, where the positions are assigned, competency levels and the second language required for each. Employees that hold these positions shall be paid an additional fifty dollars (\$50.00) per month for their capabilities once certified.

ARTICLE 21 – ALLOWANCE

SECTION 1. Tools

The Company will replace all tools owned by the individual maintenance employees that are damaged while working on Company equipment.

- a) Mechanics “A” and “B” shall be allowed \$600.00 per year toward the purchase of tools.
- b) Utility workers shall be allowed \$200.00 per year toward the purchase of tools.
- c) Any mechanic hired after January, and upon completion of the probation period, shall receive a \$600.00 tool allowance. In January of the following year, that employee will receive the pro-rata tool allowance based on the number of months worked in the year they were hired.
- d) Employees shall be reimbursed, upon presentation of receipts, for the cost of tools up to the maximum allowable per year as outlined in this section.

SECTION 2. Uniforms

a) *Maintenance Employees*

- 1) The Company agrees to wash uniforms for maintenance employees and agrees to furnish uniforms consisting of shirts and pants, year-round. The Company agrees to furnish one (1) uniform per working day for all maintenance employees.
- 2) The Company agrees to furnish approved safety shoes for all Mechanics, Parts Technicians, Janitors, and the Shop Foreman. The Company shall contribute no more than-\$250.00 annually for approved safety shoes. All costs in excess of the \$250.00 annually will be borne by such employee
- 3) The Company agrees to furnish approved safety shoes for all Utility Maintenance employees. The Company shall contribute no more than \$300.00 annually for approved safety shoes. All costs in excess of the \$300.00 annually will be borne by such employee.

b) *Operators*

In January of each year, the sum of three hundred dollars (\$300.00) shall be paid to full-time operators as a uniform allowance, new operators shall receive Three Hundred dollars (\$300.00) on his/her payroll period of hire. All allowances shall be in a separate deposit from payroll.

In the event any employee leaves the service of Pueblo Transit during the ensuing year, the sum of Twenty-Five Dollars (\$25.00) shall be deducted from each employee’s final salary for each month

remaining in that calendar year. Such operator initially appointed during a year shall receive a pro-rata uniform allowance of \$25.00 for each month remaining in the year with their initial paycheck.

Uniforms will be, Shirt - Tricolor 100% Cotton Pique Polo Shirt with Pueblo Transit Logo, various colors as approved by the Company. Trouser, walking shorts (at the knee) shall be dark blue, black, or khaki, or other mutually agreed upon color pant approved by the Company. Lightweight jacket with liner and Pueblo Transit logo, Shoes/Belt/Socks - Medium brown or black, must match. Hat to be determined. Uniforms will, at all times, meet standards of cleanliness and appearance as set forth by the Company. Should the current uniform be replaced, the Company shall provide two years advance notice; provided, however, the Company may require replacement without advance notice if the Company provides each employee three (3) shirts in addition to his/her uniform allowance.

SECTION 3. Safety Glasses

For employees assigned to the following classifications: Utility, Mechanic A, Mechanic B and Parts Technician who are required to wear prescription safety glasses in the performance of their duties, the Company shall reimburse the employee up to a maximum of \$250.00 upon presentation of a receipt of purchase for prescription safety glasses. Such reimbursement will be available one time per calendar year for eligible employees.

ARTICLE 22 - SAFETY AWARD

SECTION 1. Safety Award – Operators

- a) A fifteen-cent (.15) safety award, per accident-free driver hour will be paid to all operators during the contract period.
- b) A chargeable accident any time biannually will terminate the safety award payment for that operator for the remainder of that half. Biannually is defined as December through May and June through November. An Accident Review Board consisting of one (1) impartial representative selected by the Union, one (1) impartial representative selected by the Company and one (1) impartial representative selected by the Union and the Company shall review all accidents at the end of the twelve (12) month period ending November 30th. The safety award payments will be disbursed by December 15th of each year. The Board's decision as to the chargeability of accidents shall govern awards and their decision shall be final.
- c) Rules governing safety program shall remain in force and effect.

SECTION 2. Safety Award – Maintenance

A safety award will be paid to all full-time maintenance employees during the contract period at a rate

of one-half (1/2) the average awards given to operators during the contract period in which there were no accidents attributable to mechanical failure. If such an accident occurs, no safety awards will be presented to any maintenance employee.

SECTION 3. Safety Award – Customer Service Employees

A safety award will be paid to all full-time customer service employees at a rate of one-fourth (1/4) the average awards given to operators during the contract period.

SECTION 4. Safety Award – Part-Time Customer Service Representative and Part-Time Custodian

A safety award will be paid to all Part-Time Customer Service Representatives and Part Time Custodians at a rate of one-fifth (1/5) the average awards given to operators during the contract period.

ARTICLE 23 - MAINTENANCE CLASSIFICATION

SECTION 1. Classification Descriptions

a) *Mechanic "A"*

- 1) A Mechanic "A" and is defined as one who can meet all requirements and standards of any lower maintenance classification and, in addition, have the required knowledge and ability necessary in a particular specialized field. These specialized fields include, but are not limited to, (1) machine shop work, (2) engine rebuild, (3) transmission rebuild, and (4) differential rebuild or welding.
- 2) In addition, a Mechanic "A" must possess the added understanding of the use of special tools, equipment and instruments necessary to perform duties within any special repair area.
- 3) A Mechanic "A" will have participated in those training courses deemed relevant by the Company which are offered either on-site or at a technical training site selected by the Company.

Employees in this classification will have a generous assortment of tools required to perform any assigned task with the understanding that specialty tools will be provided by the Company. These employees must be able to complete any assigned task with a minimal amount of instruction and supervision.

b) *Mechanic "B"*

- 1) A Mechanic "B" is defined as one who is capable of performing most mechanical tasks including servicing and preventative maintenance service of the Company's equipment. Employees in this classification are capable of most tasks except the following specialized fields unless they are under the supervision of or have been

determined to be qualified by the Shop Foreman or Maintenance Supervisor. Those specialized fields are: (1) Machine shop work, (2) engine Rebuild, (3) Transmission Rebuild, and (4) differential rebuild or welding.

To adequately prepare themselves to become an "A" Mechanic, a "B" Mechanic, have participated in those training courses deemed relevant by the Company which were offered either on-site or at a technical training site selected by the Company.

Employees in this classification will have an assortment of tools required to perform their assigned tasks with the understanding that specialty tools will be provided by the Company. These employees must be able to complete their assigned tasks with a limited amount of instruction and supervision.

c) *Parts Technician*

- 1) A Parts Technician controls and maintains a parts inventory system. Enters alphabetic and numeric data from a variety of source documents, such as invoices, inventory control cards, fuel data, etc., into a computer. May require selecting, sorting and sequencing of information prior to entry following established procedures and sequences.
- 2) Lubricates and changes oil on buses; supplies buses with fuel and water; changes and makes repairs to tires, services batteries, oil and air filters; does sweeping, washing and cleaning of buses (inside and outside); performs minor repairs and road calls; parks buses in shop or parking area; does sweeping and cleaning of shop.

d) *Utility*

A Utility person is defined as one who is capable of driving equipment safely, fueling, oiling, watering, cleaning, lubricating, changing oil, making road calls, minor repairs and unit changes under supervision, performing utility duties as assigned, and otherwise servicing and caring for equipment, buildings and grounds, as required. Tire care to include checking, repair and replacement as directed. Employees in this classification will have a small assortment of tools required to perform their assigned tasks with the understanding that specialty tools will be provided by the Company.

e) *Part-Time Custodian*

Under general supervision, custodian performs routine tasks in the cleaning and maintenance of Pueblo Transit buildings, immediate grounds and vehicles, performs duties of similar or lower class assigned. Dusts, sweeps, mops, vacuums, replaces light bulbs, empties and cleans ash trays, buff floors, moves furniture; cleans glass, mirrors, walls and restrooms using industrial cleaners; removes snow and ice from walks and steps; picks up trash from grounds, rakes and waters lawns and shrubbery; occasional lifting of objects weighing over 60 lbs., may provide limited guidance to other persons engaged in custodial tasks; and may clean around computers, sensitive communications equipment, or sensitive/confidential documents. May perform minor repairs to buildings, furniture and equipment using basic hand tools; may use company vehicles to perform routine errands; cleaning company vehicles as directed; and performs related duties as required.

f) *Maintenance*

All Mechanics A and B and Utility classification shift selections shall be by seniority and classification and take place once per year or as otherwise directed by the Company. The annual bid shall occur each December and take effect January 1st. Other bids as determined by the Company shall take place one month after notice by the Company.

g) Shop Foreman

1) A Shop Foreman is defined as one who can meet all requirements and standards of any lower maintenance classification and, in addition, have the required knowledge and ability necessary to assist the Maintenance Supervisor in the day-to-day operations. These tasks include but are not limited to: (1) Perform administrative tasks such as updating and filing equipment orders, stock receipts, and staff schedules. (2) Supervise employees and check for the quality of repairs/work completed. (3) Diagnose, repair, and install the various bus support systems Pueblo Transit uses.

Employees in this classification will have a generous assortment of tools required to perform any assigned task with the understanding that specialty tools will be provided by the Company. These employees must be able to complete any assigned task with a minimal amount of instruction and zero supervision.

ARTICLE 24 - PART-TIME EMPLOYEE CLASSIFICATION

SECTION 1. Provisions

In addition to this section, part-time employees of the Company shall be covered under the following provisions:

- ❖ Article 1 – Recognition
- ❖ Article 2 – Management Rights
- ❖ Article 3 - Union Shop
- ❖ Article 4 - Discipline and Discharge
- ❖ Article 5 - Section 1 - Probation
- ❖ Article 6 - Grievance Procedures
- ❖ Article 8, Sections 2 - Seniority of persons going to or from non-represented positions, Section 3 - Vacancy, Section 4 - Preference, Section 5 - Layoffs
- ❖ Article 15 – Deductions
- ❖ Article 16, Section 3 – Felonious Assault Insurance
- ❖ Article 20, Section 1c and Section 1e.
- ❖ Article 21, Section 2 - Uniforms
- ❖ Article 22 - Safety Awards
- ❖ Article 25, Section 7 – License, Section 12 – Certificate of Service, Section 15 - Drafting and

Section 17 – Vehicle Maintenance

- a) Part-time operator position will be combined with a part-time Utility position and part-time Customer Service Representative position.
- b) Driving duties will take priority over all other assigned duties.
- c) Part-time operators will not work more than 10 hours per week as a Customer Service Representative unless no other Customer Service Representative is available.
- d) The maximum number of part-time Operators shall not exceed four (4). The term of this provision will be for the term of this Agreement. The maximum number of part-time Custodians shall not exceed one (1). The maximum number of Part-Time Customer Service Representatives shall not exceed one (1).
- e) No part-time Operators shall work more than eight (8) hours per day, nor more than thirty (30) driving hours per week. These hours can be exceeded should all regular operators available refuse overtime when it is offered.
- f) No part-time Customer Service Representative shall work more than eight (8) hours per day, nor more than thirty (30) hours per week. These hours can be exceeded should all regular Customer Service Representatives available refuse overtime when it is offered. No full-time Customer Service Representative will be laid off while a part-time Customer Service employee is employed. Per Article 2, The Company shall not reduce the number of full-time Customer Service Representative positions unless workload reduction or budget reduction warrants a manpower reduction and while the provisions of Article 24 are enacted.
- g) Part-time operators shall be assigned work; only after all extra-board operators over-time has been exhausted.
- h) Part-time operators shall be paid one hundred percent (100%) of the wage rate, which would apply to them if they were full-time operators.
- i) Part-Time operators shall be granted free transportation on the routes of the Company. This shall apply to employees only.
- j) Part-Time operators shall not be eligible for pay guarantees.
- k) Part-Time operators shall not be eligible for paid leave or other fringe benefits applicable to full-time operators, except as specifically provided in this section

and Article 22, Section 1, Safety Award.

- l) Part-Time operators shall not accrue seniority. A part-time operator who applies for and is accepted for employment, as a full-time operator shall, for all purposes, accrue seniority only from the date of his or her hire as a full-time operator.
- m) Part-time employees shall be promoted to full time position in part-time seniority order and shall have preference over non-bargaining persons. Ability and health precede seniority.
- n) No full-time operator shall be permitted to apply for a part-time position.
- o) No full-time operators will be laid off while part-time operators are employed.
- p) The Company shall not reduce the number of full-time operator positions while the provisions of this section are enacted.
- q) Two vacation periods will be available for bid during any week part-time operators are available with the exception of the duration of the Colorado State Fair, no operators will be off.
- r) During the life of the Agreement, the Executive Board and the Company may make a determination as to part-time maintenance positions.

ARTICLE 25 - SPECIAL CONDITIONS

SECTION 1. Special Meetings

For all night meetings of the Union Executive Committee called by the Company, the Company and Union will pay one-half of the hourly wages payable to the members of such Committee for attending said meetings.

SECTION 2. Jury Duty Service

Any employee summoned for jury service during their regularly scheduled working hours shall be granted leave at straight time pay for all such hours during the time of jury service. Any employee reporting for such jury service that is subsequently excused, dismissed or not selected shall report back to work.

Any employee subpoenaed to appear in court during their regularly scheduled working hours as a witness on behalf of the Company, or on behalf of the State or the City, shall be granted leave at straight

time pay for such hours during the time of attendance at Court.

In the event an employee fails to return to the Company, his or her jury duty check within 30 days after the completion of jury service, the Company shall deduct from the next regular paycheck all monies previously paid for jury service.

SECTION 3. Checks

The Company shall have paychecks ready for delivery on or before the beginning of the working day on Friday morning following the end of the pay period.

SECTION 4. Union Bulletin Boards

The Union shall have the right to post on the bulletin boards designated by the Company at all work locations where available, notices pertaining to Union matters, all of which pertain to the Company. No other posting will be allowed. Should the available boards be insufficient, the Union may erect suitable bulletin boards in locations mutually agreeable.

SECTION 5. Transit Passes – Employees

All employees of the Company who are members of the Union shall be allowed to ride the buses free of charge when in uniform or when presenting a pass. The spouse or dependent mother or dependent father of any employee shall be issued a pass for free transportation in Company buses. When an employee is legally married, all children living at home less than nineteen (19) years of age, not receiving outside assistance, and wholly dependent on an employee for support shall receive a bus pass. If there is a discrepancy about outside assistance, a committee consisting of management and the Union Executive Board will be formed to investigate said discrepancy.

SECTION 6. Passes-Life

Any member of the Union who has been an employee of the Company or its predecessors for ten (10) consecutive years or more shall be allowed to continue riding the buses of the Company free of charge upon presentation of a pass.

All retired employees who have retired after twelve (12) continuous years of service, whether on account of age or disability, shall receive lifetime passes on Company buses for themselves and their spouse. Any employee who enjoys any of these privileges on January 1, 1981, may continue to enjoy these privileges without regard to the provisions of this section.

SECTION 7. License

The Company agrees to pay for the Commercial Driver's License for all employees.

SECTION 8. Run Changes

When making any changes in the bus schedules, the Executive Board will be invited to present suggestions before all runs are finalized.

SECTION 9. Company Meetings

There shall be at least one (1) meeting a month between the Company and the Union within ten (10) days after scheduled Union Meeting.

SECTION 10. Negotiations Representation

The Mayor or appointed representative shall be present on all future negotiations in order to be better informed as to all conditions.

SECTION 11. Information

Upon request of a designated representative of Division 662, the Company will furnish such representative with evidence showing that there are no delinquent withholding and social security taxes.

SECTION 12. Certificate of Service

At the termination of service with the Company, employees will, upon request, be given a certificate showing term of service and capacity in which employed.

SECTION 13. Building

- a) The Company shall maintain the operator's restroom; towels and soap shall be furnished. A drinking fountain located at the Pueblo Transit office shall be in good working condition and available to the operators at all times

SECTION 14. Telephone

All employees covered under this Agreement are required to maintain an operable telephone and shall furnish the Company a current telephone number, address and changes thereto.

SECTION 15. Drafting

To protect the service or meet unusual demands, the Company shall have the right to draft employees

to work. When an insufficient number of operators or customer service employees volunteer to meet the overtime requirements of the Company then the available operator(s) or customer service employee(s) with the least seniority shall be drafted.

SECTION 16. Restrooms

The Company shall endeavor to have available restrooms on all scheduled bus routes.

SECTION 17. Vehicle Maintenance

It is understood and agreed that all repairs and maintenance of buses shall be done by employees of the Company Maintenance Department. In the event repairs develop that cannot be handled or performed by such employees, then such work may be referred to outside shops.

SECTION 18. Safety Review Board

In order to maintain high safety standards, a Joint Safety Committee, composed of equal representatives from ATU Division 662, and the Company, each selected by the group they represent will review all accidents to identify the probable cause and make recommendations to the Director of Transit regarding measures to increase safety awareness and avoid future accidents. Lost time to attend meetings of this committee will be paid by the Company.

SECTION 19. Review of Personnel Records

All employees covered by this agreement are encouraged to review their personnel file on an annual basis. Employees may request that disciplinary action in the form of a warning or reprimand be deleted from their personnel file if no subsequent warning or reprimand has been received in the last three years.

SECTION 20. Other Duties

When a Union employee is requested by the Company to perform work other than normal work, the employee shall be paid the same amount they would have earned on their normal assignment or the entry rate of pay for the requested work, whichever is greater.

ARTICLE 26 - SERVICE TERMINATION

- a) Upon separation due to retirement an employee hired prior to January 1, 2003, shall be paid at their regular rate of pay for all accumulated sick leave, but not to exceed one hundred twenty (120) days.
- b) Upon separation because of death an employee hired prior to January 1, 2003, shall be paid at their regular rate of pay for all accumulated sick leave, but not to exceed one hundred twenty (120) days.

- c) Upon separation due to resignation with 20 or more years continuous service an employee hired prior to January 1, 2003, shall be paid at their regular rate of pay for all accumulated sick leave, but not to exceed one hundred twenty (120) days.
- d) Upon separation due to resignation with less than 20 years continuous service an employee hired prior to January 1, 2003, shall be paid at their regular rate of pay for all accumulated sick leave, but not to exceed sixty (60) days.
- e) Employees terminated from the company shall not be compensated for any unused sick leave upon termination.
- f) Employees hired on or after January 1, 2003, shall not be paid for unused sick leave upon separation for any reason.
- g) Employees leaving the employment of the Company shall be paid for accrued vacation.

ARTICLE 27 - TERM OF AGREEMENT

SECTION 1. Agreement Term Statement

This Agreement shall be effective January 1, 2025, and all of its provisions shall remain fully effective through December 31, 2027. The decision to amend this Agreement shall be made jointly by the Pueblo Transit Board and Amalgamated Transit Union, Division 662. It is further understood this Agreement will automatically terminate whenever the Company ceases mass transportation operations in the City of Pueblo.

SECTION 2. Wage Law Change Statement

Should any law be enacted making mandatory payment of overtime other than that provided for in the existing Agreement, all Sections of said Agreement relating to overtime, rate of pay, hours of work, and other related provisions may at the option of either party, and upon written notice to the other party, be immediately reopened for negotiations anew, with results to become effective.

SECTION 3. Amendments Agreement Statement

Any amendment of this Agreement must be signed by the authorized officials of the Union and the Company in order to be effective.