#### **AGREEMENT**

This Agreement is entered into this <u>24<sup>th</sup></u> of <u>September</u> 2001, between the CITY OF GAINESVILLE (City) and the AMALGAMATED TRANSIT UNION, LOCAL NO. 1579.\*

Article 31
Wages

The parties agree to the language contained in the City's August 6, 2001, proposal.

Article 39
Maintenance

The parties agree to the language contained in the City's August 6, 2001, proposal.

This language shall become effective on October 1, 2001, or the date of final ratification, whichever is later, unless otherwise specified in the agreed upon articles.

THE CITY OF GAINESVILLE, FLORIDA

AMALGAMATED TRANSIT UNION, LOCAL NO. 1579

Wayne Bowers
City Manager

Eric Williams President

Charlie Hauck Senior Assistant City Attorney As to Form and Legality

<sup>\*</sup> Date ratified by last party.

1 WAGES

Effective the first full payroll period beginning next after in October 2001, which is October 1, 20002001, there shall be an across-the-board three percent (3%) general wage increase of \$0.45 per hour and at the same time the top of each salary range shall be increased by \$0.50 per hour. Effective the first full payroll period in October 2002, which is October 14, 2002, there shall be an across-the-board general wage increase of \$0.45 per hour and at the same time the top of each salary range shall be increased by \$0.50 per hour.

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Deferred Retirement Option Plan (DROP) participants are not eligible for increases beyond the top of their individual salary ranges as they existed at the time of their entry into the DROP unless otherwise provided for in their Application for Deferred Retirement Option Plan document.

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A. Promotion.

When an employee is promoted, his/her salary shall enly be advanced to the step range in the new pay range to a rate that which would provide at least a five percent (5%) increase in pay or to the beginning of the new range, whichever is greater. The effective date of the promotion becomes the employee's new evaluation date. An employee's evaluation date shall be the date of the last salary adjustment.

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B. Transfer.

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There shall be no immediate change in the salary rate of an employee who is transferred. If an employee is transferred to a position in a class having a higher pay grade, such change is a promotion.

C. Temporary Assignments.

When an employee is assigned to perform work for a position in a job classification with a lower pay grade on a temporary basis, the employee shall not suffer a decrease in pay.

D. Demotion.

When an employee is demoted to a position in a job classification with a lower pay grade, the employee shall be paid within the approved pay grade of the classification with the lower pay grade.

The rate of pay shall be set by the Human Resources Director.

Employees who have attained one year of service and have not reached the maximum of their pay range, and have received a satisfactory or better performance evaluation, shall receive an annual two and one half (2.5%) merit pay increase of \$0.25 per hour. The merit pay will be effective the payroll period beginning one (1) year after their last salary adjustment; or the date of hire for new hires. No employee will receive any portion of a two and one half (2.5%)\$0.25 per hour increase which would place him or her at a rate in excess of the maximum of the range. There shall be no merit increases after expiration of this agreement unless and until there is a new agreement in effect providing for such increases.

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i		No DROP participant will receive any portion of a \$0.25 per hour increase
2	na e	that would place him or her at a rate in excess of the maximum of his/her
3		salary range as it existed at the time he/she entered the DROP unless
4		otherwise provided for in his/her Application for Deferred Retirement Option
5	23	Plan document.



## City of Gainesville 2000-2001 Pay Plan Regional Transit Effective 10/2/2000

				Minimum	Midpoint	Maximum
Grade	R1C	Annual Salary Hourly		\$14,653.81 \$7.0451	\$17,291.46 \$8.3132	\$19,929.10 \$9.5813
		5014	Custodial Worker RTS			
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~ .				Minimum	Midpoint	Maximum
Grade	R1	Annual Salary Hourly		\$16,723.20 \$8.0400	\$19,736.29 \$9.4886	\$22,749.17 \$10.9371
		5037	Maintenance Worker I, RTS			
		1117	Office Assistant, RTS	927		
				Minimum	Midpoint	Maximum
Grade	R2	Annual Salary		\$18,435.87	\$21,571.26	\$24,706.66
		Hourly		\$8.8634	\$10.3708	\$11.8782
		3009	Account Clerk II RTS			
				Minimum	Midpoint	Maximum
Grade	R2f	Annual Salary		\$18,525.73	\$21,676.51	\$24,827.30
		Hourly		\$8.9066	\$10.4214	\$11.9362
		9627	Vehicle Service Attendant, R	rs		
				) <i>(</i> ' '		
Grade	R3	Annual Salary		Minimum \$19,961.76	Midpoint \$23,569.10	Maximum \$27,176.45
Taue	W	Hourly		\$9.5970	\$11.3313	\$13.0656
		9501	Transit Operator			
		5042	Maintenance Worker III, RTS	S		
		3211	Parts Specialist, RTS			

## City of Gainesville 2000-2001 Pay Plan Regional Transit Effective 10/2/2000

Grade	R4	Annual Salary Hourly		Minimum \$20,325.97 \$9.7721	Midpoint \$23,999.87 \$11.5384	Maximum \$27,673.57 \$13.3046
		1131	Staff Assistant I, RTS	y		
Grade	R6f	Annual Salary Hourly		Minimum \$23,644.82 \$11.3677	Midpoint \$27,927.33 \$13.4266	Maximum \$32,209.42 \$15.4853
		9605	Fleet Mechanic I, RTS			
Grade	R8f	Annual Salary Hourly		Minimum \$26,068.02 \$12.5327	Midpoint \$30,795.44 \$14.8055	Maximum \$35,522.66 \$17.0782
		9609 9623	Fleet Mechanic II, RTS Paint and Body Mechanic, R	ΓS		
Grade	R9f	Annual Salary Hourly		Minimum \$27,371.76 \$13.1595	Midpoint \$32,338.38 \$15.5473	Maximum \$37,305.01 \$17.9351
		9613	Fleet Mechanic, Lead, RTS			

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### **ARTICLE 39**

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RTS MAINTENANCE It is the general policy of the City, in accordance with its maintenance needs, 39.1 3 to use its Maintenance employees for work for which they may be qualified, 4 reserving to the City the right to judge qualifications and ability of the 5 employee. Maintenance employees will perform all work assignments to the 6 best of their ability and endeavor to acquire all knowledge possible to better 7 enable them to perform their assignments well and efficiently. The City will 8 work with the Union to provide training opportunities, training schedules, 9 training programs, safety guidelines, job development programs and other 10 such concerns to the mutual benefits of the City and its Maintenance 11 personnel. 12 Work assignment bidding. Maintenance employees will choose their work 13 39.2 shifts and established days off in accordance with the following procedure: 14 Bidding shall take place three times each fiscal year (October, Α. 15 January and May). 16 Bidding shall be done according to seniority in each job classification. B. 17 Work assignments shall be posted for bid at least one week prior to C. 18 the effective date of the bid. Bidding will commence on the day after 19 posting with the senior most person in each job classification and will 20 continue in seniority order until all personnel have bid. Bidding must 21 be completed by the close of business on the Thursday prior to the

effective date of the bid. Those employees not available to bid whenever it is their time to bid will leave their choices of work assignment with the Shop Steward who will enter their choice of work assignment on the bid shift in order to permit the bidding to continue. Once an employee bids his choice of work assignment, no employee may change his bid after the next employee has bid. All employees will remain on their bid work assignment until the next general bid unless another work assignment comes open because of an employee vacancy or a new assignment becomes available within the job classification in which the employee is qualified to bid.

- Bidding of work assignments in a job classification will be determined
   by seniority within the job classification.
- E. Except as provided herein when vacancies occur in a department, the Department Head may first consider those employees within his/her department or among existing City employees and the general public simultaneously for promotion or lateral transfer. Jobs will be posted for seven (7) consecutive days, beginning on Monday except in cases where Monday is a City observed holiday, on RTS and Maintenance bulletin boards. This procedure recognizes that the Transit Director is ultimately responsible for the efficient operation of the Regional Transit System.

1	39.3	The City reserves the right to determine and schedule the number of
2		Maintenance personnel needed in each classification on each work shift.
3	39.4	Days off for each shift shall be consecutive, provided operational
4		considerations permit.
5	39.5	Layoff: In the event of a reduction in the number of employees in any job
6		classification in the Maintenance Division due to lack of work, employees
7		shall be laid off in reverse order of their seniority within that classification.
8		Any employee affected will be given an opportunity to "bump" into a lower
9		job classification (seniority prevailing) to keep from being laid off, or may be
10		given an opportunity to cross-train for any vacant available position. In the
11		event of recall, such laid off employees shall be called back in reverse order
12		as they were laid off, and upon return, they shall assume the same position
13		of bidding seniority as they held at the time of layoff.
14	39.6	Overtime opportunities will be provided to each employee on a rotating basis
15		in each classification provided there is work available in the classification. In
16		the event the opportunity to work overtime is not accepted, then such
17		overtime may be assigned to the most junior employee in the classification.
18		It is understood by both management and the Union that an employee
19		assigned to a specific project may be permitted to complete the project
20		without being in violation of this section.
21	39.7	Employees shall not be required to take time off or change their day off in
22		order to prevent the payment of overtime.

Nothing in this Agreement shall be considered as to require the City to work 39.8 1 any employee at a rate of pay in excess of regular straight time pay by way 2 of offering overtime opportunities. All such overtime opportunities shall be 3 based on operational needs as determined by the City. 4 Employees within the Maintenance Division who are eligible for overtime, 39.9 5 after departing from his/her regularly scheduled shift, who are officially 6 ordered to and do report back to work, he/she shall receive compensation 7 for a minimum of two (2) hours at the applicable rate. The minimum time 8 provided herein does not apply if an early call-in period extends into the start 9 of the employee's regular work period. 10 Maintenance personnel shall be permitted two (2) scheduled fifteen (15) 39.10 11 minute breaks per work day as established by the City and one (1) unpaid 12 thirty (30) minute lunch break per work day as established by the City. 13 Maintenance personnel must be dressed and ready to work when their shift 14 39.11 begins. There shall be permitted a fifteen (15) minute wash-up period at the 15 end of their work day. 16 Regular Mechanics and Vehicle Service Attendants who are required 39.12 A. 17 to furnish their own tools and who have completed their initial 18 probationary period will be reimbursed up to \$475540.00 per fiscal 19 year for the cost of purchase and/or replacement of required tools by 20 submitting a valid receipt to the City. Mechanics and Vehicle Service 21 Attendants who are separated from the City prior to the end of the 22



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fiscal year shall have a pro rata portion of the cost of tools withheld from their last paycheck. It shall be the responsibility of each mechanic and vehicle service attendant to have the proper tools to perform work in his/her classification as established by the City due to the nature of their work. Employees must have their tools on the premises and at their work location during working hours.

B. The City shall provide uniforms and a laundry service for such uniforms to all maintenance personnel.