

Changes to the Labor Agreement between the City of Gainesville and the Amalgamated Transit Union (ATU), Local No. 1579
Effective October 1, 2018 – September 30, 2021

These changes to the ATU Agreement have been reached through negotiations between the ATU and the City of Gainesville, and were ratified by the ATU on September 5, 2018. Where necessary, dates, policy references, and article reference numbers were changed throughout the entire Agreement.

Article 6 – Union Stewards & Union Activity – 6.1: Added “Human Resources Director or designee.”

Article 8 – Grievance Procedure

- 8.3 (I) Step 1: Changed hours and days that employee may file a grievance from 7:00 am to 6:00 pm Monday through Thursday to 8:00 am to 5:00 pm Monday through Friday
- 8.4: Added “Human Resources Director or designee.”

Article 10 – Discharge and Discipline – 10.6: Reduced lookback window on safety violations from seven (7) years to five (5) years.

Article 11 – Designated Leave System – 11.13 (A): Deleted obsolete language and updated to read “For those with four (4) or more years of service sick leave shall be accrued on a bi-weekly basis in increments of three (3) hours, forty-two (42) minutes.”

Article 12 – Paid Time Off Leave (PTO) System

- 12.17 (A): Modified PTO cash-out eligibility to require a minimum 220 hours of PTO and/or PCLB.
- 12.17 (B): Deleted section and re-lettered remainder of paragraph.
- 12.18: Deleted language, “The only option available to an employee who has more than the allowable carryover cap on his/her anniversary date (leave progression date), but less than 240 hours in their PCLB, is to deposit excess hours first into the PCLB to meet the 240 hour requirement.”

Article 14 –Hours of Work and Overtime Payment

- 14.4: Added reopener language on computation of overtime.
- 14.5 (D): Changed time for overtime sign up and name removal from 12:00 pm to 10:00 am.
- 14.5 (E): Changed the time that the overtime schedule will be posted from 4:00 pm to 6:00 pm and added “Sunday and Monday” for posting the list.
- 14.5 (F): Deleted “am only, pm only” from the overtime sign-up form, and aligned language with revised form.
- 14.5 (G): Changed “Article” to “section” and “section” to “paragraph”. Deleted “(AM, PM, etc.)” and added sentence, “The full-time roster shall be exhausted prior to utilizing part-time staff to fill overtime assignments”. Also added, “This rule does not apply to special service”.

Article 17 – Hospitalization and Life Insurance – 17.1: Added language, “In the event all other City bargaining units agree that employees will pay semi-monthly for Health Insurance, the same shall become effective for all members covered by the Agreement, beginning with the next full plan year”.

Article 19 – Miscellaneous Employee Benefits

- 19.2: Updated to reflect current uniform allowance amount of \$280.

- 19.6: Added reopener to permit negotiating a fee relating to income deductions orders.

Article 21 – Leave of Absence with or without pay – 21.12: Added Domestic/Sexual Violence Leave provision.

Article 26 – Length of Service – 26.1 (H): Updated sentence to read, “An employee accepting another City position (within or outside the bargaining unit), may return to their prior bargaining unit position for up to six (6) months (180 calendar days) without loss of seniority. Deleted language, “Any employee who is out of the bargaining unit for more than six (6) months (180 calendar days) and later returns, shall retain his/her seniority for purposes of Bidding (runs, vacations and shifts) as of the date he/she accepted the promotion.”

Article 30 – Bidding

- 30.1 (A): Added to title “Full Time Bidding” and inserted “full-time” in front of operators throughout the paragraph and in front of “seniority roster.”
- 30.1 (B): Added paragraph title “Part-time Bidding” with language to read “The City may, at its discretion, schedule part-time runs, but in no event shall part-time runs comprise more than 15% of all available runs. Management further reserves the right to hold a separate bid process for part-time runs, or may elect to assign part-time operators to open part-time runs.”
- 30.2: Added language, “in accordance with their full-time or part-time status.”
- 30.3: Added “full-time” before work.
- 30.4: Added “full-time” in front of operator throughout the paragraph.

Article 31 – Wages

- 31.1 (A): Added language providing a 6½% increase to pay range maximums, effective October 8, 2018; providing an increase to the Transit Operator Trainee rate from \$12.75/hour to \$13.25/hour, effective January 14, 2019, and providing an increase to the Transit Operator minimum from \$12.75/hour to \$13.50/hour.
- 31.1 (B): Added language providing a 6 ½ % base rate increase to all employees – except those participating in the DROP and Transit Operator Trainees – effective October 8, 2018.
- 31.1 (C): Added, “There shall be no General Increases after October 2018, unless and until there is a new Agreement in effect providing for such increases.”
- 31.1 (D): Deleted, “Effective the beginning of the first full pay period in January 2018, the pay range maximum for the Transit Operator classification shall increase to \$18.9549/hour.” Changed paragraph to read, “Either party may, upon written notification to the other party, reopen this paragraph (31.1) for negotiation one time during the term of this Agreement (October 1, 2018 – September 30, 2021).”
- 31.1 (E): This article was formerly 31.1 (F).
- 31.2: Deleted “For each year of this Agreement (FY 2016, 2017, and 2018), employees classified as Transit Operators who, as of October 1 of each year of the Agreement, have not had a preventable accident for the number of consecutive years reflected in the chart below, shall receive base rate

increases as indicated in the chart.” Added, “There shall be no Performance Safety Incentives during the term of this Agreement, and no Performance Safety Incentives after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such increases.”

- 31.2 (B): Deleted entire paragraph and chart.
- 31.2 (C): Deleted entire paragraph.
- 31.4 (A): Updated contract dates to reflect 2018 to 2021 and deleted, “other than those provided in paragraph 31.2 (Performance Safety Incentives) above.”
- 31.4 (C): Added, “during the term of this Agreement and No merit or Performance Increases after the term of this Agreement” and deleted “September 30, 2018.”
- 31.4 (D): Deleted entire paragraph.
- 31.5: Changed Living Wage rate from \$12.75/hour to \$13.25/hour, effective January 14, 2019.

Article 39 – RTS Maintenance – 39.10: Increased 3rd shift mechanics supplemental pay from \$1/hour to \$2/hour; deleted “This supplement shall not be paid when leave is taken.”

Exhibit A – Updated Pay plan table to align with range movement language in Article 31 – Wages.