

# Collective Bargaining Agreement (Union Contract)

between



and



Effective July 1, 2024 – June 30, 2027

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## **AGREEMENT**

This agreement made and entered into by and between the TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter referred to as the "AUTHORITY", and Division No. 639 of the AMALGAMATED TRANSIT UNION, AFL-CIO, hereinafter referred to as the "UNION".

### **WITNESSETH**

That the parties hereto contract and agree as follows:

## **ARTICLE 1 - RECOGNITION**

### **SECTION 1**

The AUTHORITY recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the UNION as the exclusive bargaining representative of all its employees covered by this Agreement.

As the appropriate unit for collective bargaining, the jurisdiction of the UNION shall be defined as embracing all Bus Operators, Mechanics, Service Workers and Utility Workers employed by the AUTHORITY.

### **SECTION 2**

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

### **SECTION 3**

When the term Operator is used in this Agreement, it shall mean Bus Operator coming within the scope of this Agreement.

When the term Maintenance Employee is used in this Agreement, it shall mean mechanics, service workers and/or utility workers coming within the scope to this Agreement.

## **ARTICLE 2 - REPRESENTATION**

### **SECTION 1**

It is mutually agreed that all business pertaining to this Agreement shall be transacted between the properly accredited officers or agents of the AUTHORITY and the regularly elected officers of the UNION or duly accredited committee thereof composed of employees of the AUTHORITY, or an international officer of the Amalgamated Transit Union, or an attorney duly licensed to practice as such, on all questions that may arise under and within the terms of this Agreement.

**SECTION 2**

The UNION agrees to furnish the AUTHORITY with an up-to-date list of all officers and committee members and immediately notify the AUTHORITY of any change thereto.

**ARTICLE 3 - EMPLOYEE COOPERATION**

**SECTION 1**

The employee shall work at all times to the best interest of the AUTHORITY: they shall perform efficient service in their work; they shall operate and handle the AUTHORITY'S vehicles carefully, safely, and with the utmost regard to the safety of the passengers, the general public, and the equipment entrusted to their care; they shall operate and handle the AUTHORITY'S vehicles at all times in full compliance with the rules of the AUTHORITY and all Federal and State Department of Transportation (DOT) Regulations; they shall give the riding public, their fellow employees, and the general public courteous and respectful treatment at all times to the end that the AUTHORITY'S services may improve and grow and they shall at all times use their influence and endeavor to preserve and protect the interest of the AUTHORITY and cooperate in the promotion and advancement of the AUTHORITY'S interest.

**ARTICLE 4 - MANAGEMENT**

**SECTION 1**

The UNION recognizes the right of the AUTHORITY to determine and enforce its policies, to conduct, manage and control the operation of its business in the light of experience and good business judgment; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of employees it will retain in its service at any time; to determine the type, kind, make and size of equipment used by it, including how, when, and where such equipment shall be operated and used; the amount of service to be furnished to the public and the determination of the number of bus schedules and changes therein shall be exclusively and solely a function and responsibility of the AUTHORITY. The AUTHORITY will keep posted on the bulletin board an up-to-date list of appointments of local supervisory personnel to whom the employee is subject to report.

**SECTION 2**

The AUTHORITY shall furnish the UNION with an up-to-date list of all members and committees of the AUTHORITY Board of Directors and notify the UNION of any changes thereto.

**SECTION 3**

The AUTHORITY agrees that no management personnel will operate equipment off Authority property unless engaged in the evaluation of vehicular mechanical defects with a member of the UNION aboard (if available) or in employee training or retraining activities, or to include an emergency situation provided Article 27 Section 2 of the current bargaining agreement is met and no Operator is available. If it is later determined an Operator was available and willing to work he/she shall be paid for work performed by a supervisor.

**SECTION 4**

The AUTHORITY will provide a list of all employees hired and/or transferred into the bargaining unit during the preceding month. The list will include each employee name, address, telephone number, date of hire, job title, and job status (full or part time).

The AUTHORITY will provide a list of all bargaining unit employees paying dues, terminated, placed on leave of absence, or transferred out of the bargaining unit. The list will include the date of leave/transfer/termination, and the expected date of return from leave of absence, if known.

The list will be provided in a Microsoft Excel format and sent via email to the President, Business Agent, and Financial Secretary.

The data regarding employee personal information will not be shared with any person, media or entity outside the UNION.

#### **SECTION 5**

The AUTHORITY may employ new technology, including video systems, global positioning systems (GPS), mobile data terminals/computers and other present and future technologies for the transit industry in order to help ensure efficiencies in operations, safety of the driver and passengers, and compliance with federal, state and local driving rules and regulations by both the driver and motoring or pedestrian public.

The AUTHORITY and the UNION agree that any recording resulting from said may be used as evidence in the investigation of any incident, accident or event involving an AUTHORITY facility, another employee, an employee while operating an Authority vehicle, or while operating any vehicle while on AUTHORITY property. Technology equipment shall not be used by the Authority in a random, retaliatory or discriminatory manner. The AUTHORITY may review the recordings for a bona fide reason. A bona fide reason is any work related accident or event which warrants further investigation and possible action by the AUTHORITY. In the event any data or recording is used as evidence for purposes of disciplinary action, the UNION will be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of technology for disciplinary purposes as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein.

The AUTHORITY shall meet with the UNION before implementation of new technology in order to explain and clarify the use and effects of said technology. The UNION maintains all rights to the grievance procedure contained in this AGREEMENT in the case of disagreement concerning any implementation of new technology as stated in this Section.

#### **SECTION 6**

Absent exigent circumstances, upon implementation of any new rules or regulations, the AUTHORITY shall give a thirty (30) day notice to the UNION in advance of the effective date of such rule or regulation. The AUTHORITY will meet with the UNION to discuss proposed rule changes prior to implementation of any new rule or regulation. New or modified rules to the Code of Conduct are not a subject of bargaining. But no rule will be made that is in conflict with the terms of this Agreement. The UNION maintains all rights to the grievance procedure contained in this AGREEMENT should it determine that a new or modified rule in the Code of Conduct conflicts with the terms of this Agreement.

All new rules or regulation changes will be posted on the appropriate bulletin board.

## **ARTICLE 5 - PROBATIONARY PERIOD**

### **SECTION 1**

The probationary period as herein established is to provide a trial period during which the AUTHORITY may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which they are employed. Such probationary period for all unit employees shall start on their Seniority Date and conclude the first full working day after the Seven Hundred and twentieth (720) working hour following the completion of training, unless extended.

An extension of additional thirty (30) calendar days may be required at the AUTHORITY'S option with written notice to the UNION. During such probationary period, the AUTHORITY may discipline, discharge, or extend the probationary period of any probationary employee at its discretion.

### **SECTION 2**

During the probationary period including any extension thereof, the UNION shall not assert or present any grievance on behalf of such employee, under any circumstances, nor during the same 90 days, give the AUTHORITY false information which, in the opinion of the AUTHORITY, would affect their employment.

### **SECTION 3**

The AUTHORITY shall give the UNION the right to participate in the AUTHORITY'S orientation process for new employees within the training period at a time and place mutually agreed upon. The AUTHORITY will pay trainees up to thirty (30) minutes but will allow up to sixty (60) minutes (30 minutes unpaid). The purpose of the meeting is to provide new employees with information regarding this Agreement and the benefit programs under this Agreement. The AUTHORITY shall provide a list of trainees participating in the training. The list shall include the name and title being hired into. The AUTHORITY shall not make any negative references to the UNION during its interviewing, hiring and orientation process. Nor shall the UNION make any negative references concerning the AUTHORITY.

## **ARTICLE 6 - UNION SECURITY**

### **SECTION 1**

This article shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of this article becomes permissible by virtue of a change in the applicable law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply. In the event any provision of this article is found to be unlawful the union will fully indemnify the AUTHORITY for liability and attorney fees incurred in defense of this article.

It is understood and agreed by and between the parties hereto that as a condition of continuous employment, all persons who are hereafter employed by the AUTHORITY in the unit which is the subject of the Agreement shall become members of the UNION or declare themselves in the appropriate manner to be fee objectors not later than thirty (30) days following their initial date of hire or the execution date of this Agreement, whichever is the later; that the continued employment by the

AUTHORITY in said unit of persons who are already members in good standing of the UNION shall be conditioned upon those persons continuing their payment of the monthly dues, fees and assessments of the UNION; and in the case of a current member who becomes a fee objector the payment of the monthly fees and that the continued employment of persons who are not members of the UNION shall be conditioned upon those employees becoming members of the UNION or declaring themselves in the appropriate manner to be a fee objector not later than thirty (30) days following the execution date of this Agreement.

The failure of any person to become a member of the UNION or to appropriately declare themselves to be a fee objector at such required time shall obligate the AUTHORITY upon written notice from the UNION to such, to forthwith discharge such person. Further, the failure of any person to maintain their UNION membership in good standing as required herein or to appropriately declare themselves to be a fee objector shall, upon written notice to the AUTHORITY by the UNION to such effect, obligate the AUTHORITY to discharge such person; and, further provided, this Article shall be applied in conformity with the provisions of the Labor-Management Relations Act, as amended to date, and the UNION shall not cause or attempt to cause the AUTHORITY to discriminate against any employee in violation of said act.

## **ARTICLE 7 - CHECK OFF OF MEMBERSHIP DUES**

### **SECTION 1**

The AUTHORITY shall, upon receipt of a signed authorization card from a new employee, deduct from the wages of any employee included in the bargaining unit the regularly monthly membership dues, fees and assessments of the UNION. Membership dues will be deducted from the first pay period of each month and direct deposited to the financial institution of the UNION'S choice. Fees, assessments, and back dues will be deducted from the second pay period of each month and direct deposited to the financial institution of the UNION'S choice. A list of such deduction shall be provided to the Financial Secretary within five (5) days after the date of such deductions. Whenever such list furnished each month to the AUTHORITY by the Financial Secretary of the UNION indicates that amount of the regular monthly membership dues has been changed, it will be accompanied by a statement of the Financial Secretary of the UNION to that effect.

### **SECTION 2**

The individual authorizations or directives for the deduction of requested monthly membership dues, fees and/or assessments shall be in conformity with Section 302 (C) (4) of the National Labor Relations Act, as amended. The UNION agrees to indemnify and hold the Authority safe and harmless from any and all claims, suits, or other forms of liability arising out of the administration of Article 7, and from any and all costs and expenses arising out of any such claims.

## **ARTICLE 8 - DISCIPLINE / WRITTEN CHARGES / FARE IRREGULARITIES**

### **SECTION 1**

The right of the AUTHORITY is recognized to make, modify, and enforce reasonable rules, regulations, and Code of Conduct governing the operation of its business, but no rule, regulation, or

Code of Conduct will be made that is in conflict with the terms of this Agreement.

Should the discipline be challenged by a grievance, the AUTHORITY shall provide the UNION, upon request, all information used in making the decision to issue discipline.

## **SECTION 2**

The AUTHORITY reserves the right to place an employee on unpaid administrative leave pending an investigation without the need for a UNION representative for any major accident or terminable offense. However, the AUTHORITY must complete the investigation within ten (10) days, after which time a disciplinary meeting must occur or the employee shall be placed on paid administrative leave during the pendency of the investigation. Should discipline not be warranted the employee will be brought back with back pay.

## **SECTION 3**

The AUTHORITY will begin an investigation of all minor, major, or immediate termination work rule violation(s), as defined in the Code of Conduct, within five (5) days, excluding Saturday and Sunday, of its knowledge of such violation or offense. Pending such investigation made at the discretion of the AUTHORITY, the employee will not be pulled out of service except in cases of serious nature.

The AUTHORITY will begin an investigation of all attendance violations or miss-outs that could result in a suspension or termination, as defined in the Code of Conduct, within five (5) days, excluding Saturday and Sunday, of its knowledge of such violation or offense. Pending such investigation, the employee will not be pulled out of service.

## **SECTION 4**

An employee is entitled to have a UNION representative present at any pre-disciplinary meeting in which the AUTHORITY discusses potential disciplinary action, is investigating alleged or potential misconduct, and during an interview that an employee believes may lead to discipline. The AUTHORITY will notify the UNION of any such meeting and will provide the UNION a reasonable amount of time to arrange for a UNION representative to attend any such meeting and meet with the employee beforehand. The UNION may be at all disciplinary meetings to ensure the collective bargaining agreement is being adhered to. This section does not apply to the issuance of miss outs or attendance violations that will not result in a suspension or termination pursuant to the Code of Conduct.

If any employee is charged with an offense involving fare irregularities, drunkenness, or misappropriation of the AUTHORITY'S funds or property, neither such charge nor discipline meted out in connection therewith shall be subject to the grievance and arbitration procedures provided for in this Agreement, unless and until the grievance or demand for arbitration is accompanied by a signed authorization from the employee involved, authorizing the AUTHORITY and the UNION to submit any and all information and facts pertaining to the case to whomever they may concern.

## **SECTION 5**

Anonymous complaints and reports will not be used a basis for discipline but may be used as reason to investigate the alleged infraction.

## **SECTION 6**

If an employee on suspension is called back to work by the AUTHORITY prior to having served their full suspension, the balance of the penalty days shall be withdrawn by the AUTHORITY. The employee may utilize accrued time off to cover the suspension however, if the employee chooses to utilize this option, he/she will no longer be able to grieve the discipline and the suspension will remain.

## **SECTION 7**

Except as specified below all disciplinary actions for work rules will remain on an employee's record for twelve (12) months. Disciplinary actions for major work rules will remain on an employee's record and can be considered for eighteen (18) months. Disciplinary actions involving preventable accidents will remain on an employee's record and can be considered for thirty-six (36) months.

# **ARTICLE 9 - GRIEVANCE AND GRIEVANCE PROCEDURES**

## **SECTION 1**

A grievance is defined as any dispute between the AUTHORITY and the UNION over the interpretation, application or conditions of this Agreement and shall include the challenge of any discipline of non-probationary bargaining unit members for just cause. All grievances must include the following information: the nature of the grievance, the date of the alleged violation, the Collective Bargaining Agreement Article allegedly violated.

## **SECTION 2**

In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed:

**STEP ONE:** All grievances must be filed within seven (7) days of when the alleged violation became known to the affected employee or the UNION. In the event a grievance needs to be filed, it will be submitted to the Department Director, or his/her designee; who shall schedule a meeting within ten (10) days after receipt of the written grievance with the UNION and the affected employee; and respond in writing no more than seven (7) days after the meeting.

**STEP TWO:** In the event a grievance is not resolved at STEP ONE it will be submitted to the Assistant General Manager, or his/her designee within seven (7) days; who shall schedule a meeting within ten (10) days after receipt of the written request to advance the grievance to STEP TWO with the UNION and the affected employee; and respond in writing no more than seven (7) days after the meeting.

**STEP THREE:** In the event a grievance is not resolved at STEP TWO it will be submitted to the General Manager, or his/her designee within seven (7) days; who shall schedule a meeting within ten (10) days after receipt of the written request to advance the grievance to STEP THREE with the UNION and the affected employee; and respond in writing no more than seven (7) days after the meeting.

**STEP FOUR:** In the event the grievance is not resolved in STEP ONE, STEP TWO, or STEP THREE, the UNION may refer the Grievance to arbitration by written notice to the General

Manager within forty-five (45) days following the date of receipt of the General Manager's response in STEP THREE.

**SECTION 3**

Saturdays, Sundays, and holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended by Agreement between the parties.

**SECTION 4**

If the grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the AUTHORITY'S answer.

**ARTICLE 10 - ARBITRATION AND ARBITRATION PROCEDURE**

**SECTION 1**

In the event either the AUTHORITY or the UNION shall have made a timely demand that a grievance be submitted to arbitration as provided, the following procedure shall be observed:

Within five (5) days after one party shall have duly served a written demand for arbitration upon the other party, the parties shall forthwith jointly apply to and request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) disinterested persons, qualified and willing to act as the impartial arbitrator. From such list, the parties, within six (6) days, shall alternately strike one (1) name until four (4) names have been eliminated. The person whose name remains on the list shall become the arbitrator. A flip of a coin will determine which party shall strike first.

**SECTION 2**

The arbitrator shall meet, organize, and conduct all of its proceedings in the City of Lexington, Kentucky, at such time as may be mutually agreed upon between the parties, and shall thereafter continue to meet on every day that is practical for them to meet, until all evidence and arguments have been received and heard. The arbitrator shall establish their own rules of procedure, not inconsistent with the terms of this Agreement.

**SECTION 3**

The decision of the arbitrator shall become final and binding on the parties to this Agreement when delivered to them in writing. The Arbitrator shall not have the power to add to, subtract from, alter, supplement or modify the terms of this Agreement.

**SECTION 4**

The fees and expenses of the arbitrator incidental to the arbitration shall be borne equally by the parties. Fees for panels from Federal Mediation Conciliation Services shall be borne equally by both parties. The parties are individually responsible for the cost associated with the arbitration transcript, if ordered.

**SECTION 5**

In the event of the failure of either party to act within the time limits provided within this Article, or as

may be extended by agreement between the parties in writing, the party so failing to do so shall forfeit its case.

#### **SECTION 6**

Saturdays, Sundays, and Holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits may be extended, in writing, by agreement between the parties.

#### **SECTION 7**

The AUTHORITY and Union may agree, in writing, to submit the grievance to an expedited arbitration process subject to the following conditions:

- a) By mutual agreement, the parties can agree to mediation through the FMCS prior to the arbitration hearing. Mediation will be entered into without legal counsel or an attorney present and may not be used as a tactic for either party to extend the grievance process. Both parties will participate in the mediation process in good faith.
- b) Both parties agree to an expedited arbitration to resolve a specific grievance. The parties agree to meet and discuss the selection of an arbitrator.
- c) Legal counsel will not be present during the expedited arbitration process.
- d) Grievances involving terminations will not be subject to the expedited arbitration.
- e) The hearing will be formal.
- f) No briefs will be filed.
- g) Formal rules of evidence will not be strictly followed.
- h) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing.
- i) The arbitrator's decision will be based on the record before the arbitrator and shall include a brief written explanation of the basis for such conclusion.
- j) The arbitrator's decision will be final and binding upon the parties. The Arbitrator shall not have the power to add to, subtract from, alter, supplement or modify the terms of this Agreement. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within 48 hours of the close of the hearing.
- k) No decision by an arbitrator in this expedited process will be deemed to establish practice or precedent for future proceedings.
- l) The fees of the arbitrator will be borne equally by both parties.

### **ARTICLE 11 - STRIKES AND LOCK-OUTS**

#### **SECTION 1**

During the term of this Agreement, the UNION agrees there shall be no strike. The Union also agrees it will not instigate, promote or engage in any work stoppage or slowdown or any other interruption of service or production.

#### **SECTION 2**

During the term of this Agreement, the AUTHORITY shall not cause or permit any lock-out of any of the employees covered by this Agreement.

### **SECTION 3**

The primary purpose of this Article rests in the mutual desire of the parties to this Agreement to provide uninterrupted transportation service to the citizens and residents served by the AUTHORITY.

## **ARTICLE 12 - GENERAL SENIORITY**

### **SECTION 1**

The Seniority Date of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

- A. At the start of a new class, the Commercial Driver's License (CDL) status of each Bus Operator is determined;
- B. If a new Bus Operator possesses the appropriate CDL at the start of class, that Bus Operator is given the highest class seniority position;
- C. If multiple Bus Operators possess the appropriate CDL at the start of class, a random selection or draw is conducted amongst those operators to assign the highest class seniority positions;
- D. Bus operators without a CDL then are assigned class seniority positions based on a random draw or selection;
- E. The random selection or draw order is used to schedule the CDL testing;
- F. If an operator fails to successfully complete the CDL test, the operator shall drop to the bottom of the class seniority list;
- G. The random selection or draw order is then used to schedule the Route Review;
- H. If an operator fails to successfully complete the Route Review, the operator shall drop to the bottom of the class seniority list.
- I. At the successful completion of the Route Review, the Bus Operator's seniority date is then established in accordance with Section 2 below.

### **SECTION 2**

For the purposes of AUTHORITY benefits and eligibility for AUTHORITY benefits, the Hire Date shall be used in applicable computations for all full-time employees. For purposes relating to seniority, two (2) departments of the AUTHORITY shall be recognized; namely, Operations Department and Maintenance Department. Within these departments, there are the following classifications: within the Operations Department are Full-Time Bus Operators, Van Operators, and Part-Time Bus Operators, and within the Maintenance Departments are Mechanics, Service Workers, and Utility Workers.

Full-Time Bus Operators, Van Operators, and Part-Time Bus Operator seniority shall be established from the date and time an employee completes the Operator Training Program. If two or more Full-

Time Bus Operators, or Part- Time Bus Operators or Van Operators complete the Operator Training Program at the same time, seniority will be established by selecting names out of a hat.

Mechanics, Service Workers, and Utility Workers seniority shall be established from the date and time of day an employee is hire date. Classification seniority shall be determined by the length of continuous service in the same classification. Employees may not hold seniority in more than one (1) classification of the AUTHORITY.

Unit employees moving to a lower paid job classification will be credited their seniority for the purposes of the wage scale.

### **SECTION 3**

The AUTHORITY agrees to keep posted in an accessible place an up-to-date and revised seniority monthly roster showing the name and seniority date of all employees coming within the scope of this agreement.

## **ARTICLE 13 - LEAVE OF ABSENCE**

### **SECTION 1**

The AUTHORITY agrees that upon request, the officers, and committees of the UNION shall be granted a leave of absence to transact business with the condition that it will not interfere or disrupt the operation of the AUTHORITY. Whenever possible, the UNION shall give 48-hour notice to the AUTHORITY when requesting leave for UNION business. Their seniority and all other rights with the AUTHORITY shall not be affected due to their absence, provided, such leave of absence shall not exceed a period in excess of two (2) years.

### **SECTION 2**

- A. Leaves of absence for purposes other than those set forth in Section 1 may be granted by the AUTHORITY solely at its option, for periods not to exceed thirty (30) days. Such leaves shall be without pay and without loss of seniority.
- B. Leaves of absence from the service of the AUTHORITY due to bona fide illness of the employee shall be without pay and without loss of seniority rights. Such leave of absence shall terminate upon written notification from a medical doctor that the disabled employee is at maximum medical improvement and can or cannot return to work or after eighteen (18) months, whichever is first. The employee must secure from the AUTHORITY a letter showing the leave is permitted, and such letter shall, except leave on disability, show the termination date of such leave of absence. A copy of such letter shall be furnished to the UNION. In the case of disability leave of absence, it is the employee's responsibility to report to the AUTHORITY concerning their medical status on a monthly basis.

### **SECTION 3**

Employees applying for reinstatement after a leave of absence of thirty (30) days or more must be able to qualify for the job under the existing qualifying standards of the AUTHORITY, which includes a release to return to work from a physician selected by the Authority, and their compensation shall be at

the then prevailing rate for their job and length of service, if applicable.

#### **SECTION 4**

The AUTHORITY has no obligation to continue funding any employee benefits plans on behalf of any employee who has taken a leave of absence of thirty (30) days or more.

#### **SECTION 5**

If any employee loses their commercial driver's license, said employee will be granted a leave of absence not to exceed one (1) year. Upon regaining their license, the employee must be able to qualify for the job under the existing qualifying standards of the AUTHORITY.

#### **SECTION 6**

All employees shall be granted bereavement leave not to exceed four (4) consecutive days, of which three (3) will be paid for death in the employee's immediate family. Four days will be paid in the event that the funeral is two hundred (200) miles or more away from the City of Lexington, KY. The immediate family for this purpose shall be deemed to include the parents, stepparents, adopted parents, legal guardian, spouse, children, brothers, sisters, grandparents, grandchildren, mother-in-law, and father-in-law and domestic partners (as defined by the Lexington-Fayette Urban County Government). This allowance to be the employee's regularly scheduled pay for the regularly scheduled work days, only.

#### **SECTION 7**

Employees serving on jury duty will be entitled to a subsidy pay equal to that of their regular work assignment when evidence of time served, and monies received is presented to the AUTHORITY. Employees failing to report to the AUTHORITY or a work assignment on the days they are not selected for active jury duty will lose the subsidy for that day.

#### **SECTION 8**

Employees serving on military active duty (Reserves or Guard) will be entitled to the difference between pay received from the Military service and pay lost from the AUTHORITY for up to a two week period each contract year when evidence of monies received is presented to the AUTHORITY.

#### **SECTION 9**

The AUTHORITY will create a form and provide it to employees for the purpose of requesting any type of Leave of Absence covered herein and the employee will be given a copy of such form.

### **ARTICLE 14 - REDUCTION IN PERSONNEL / RE-EMPLOYMENT**

#### **SECTION 1**

When it is necessary to reduce the regular forces of the Departmental employees, lay-offs will be in the reverse order of seniority in each classification, except for the executive board of the bargaining unit, will be laid off last. The executive board shall be laid off in reverse order of power. Employees so laid off will retain and accumulate seniority rights during such lay-offs.

## **SECTION 2**

When the regular forces of Bus Operators or maintenance employees is increased, former employees of the AUTHORITY who were laid off in accordance with SECTION 1 of this Article, shall be offered re-employment in the reverse order in which they were laid off, by classification; provided, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than five (5) years have elapsed since their last lay-off.

## **SECTION 3**

In the re-employment of persons in accordance with SECTION 2 above, the following procedure shall be followed:

First, the AUTHORITY will attempt to notify each person to be re-employed to report for work by registered U. S. Mail (return receipt requested) or email. Such communication shall be directed to the last known address of such person, and the employee's email on file with the AUTHORITY and a copy thereof shall be furnished to the UNION. By so doing, the AUTHORITY shall have discharged its notice obligations under this Article. Employees who were laid off must keep the AUTHORITY and the UNION supplied with a correct and up-to-date mailing address and email list or forfeit their seniority and re-employment rights hereunder.

Second, persons so notified to report for work must report for work within fourteen (14) calendar days after date of mailing of registered letter or lose their seniority and re-employment rights hereunder.

## **SECTION 4**

Employees applying for reinstatement after a lay-off of thirty (30) calendar days or more must be able to qualify for the job under the existing qualifying standards of the AUTHORITY, and their compensation shall be at the prevailing rate for their job and length of service, if applicable.

## **SECTION 5**

Employees who are terminated for cause or quit without fulfilling a two-weeks' working notice, and are reemployed at a later date, shall not be reinstated at the prior rate of pay or wage rate, and shall lose all prior seniority. Notwithstanding this Section, the AUTHORITY is under no obligation to reemploy.

## **SECTION 6**

Employees who resign and fulfils the two-weeks' working notice, and are reemployed within one (1) year, can return in the progressive scale they occupied when they left, but will still lose all prior seniority. Notwithstanding this Section, the AUTHORITY is under no obligation to reemploy.

# **ARTICLE 15 - DISCRETIONARY LEAVE TIME BANK**

## **SECTION 1**

All employees shall maintain a Discretionary Leave Time Bank. New employees will receive eight (8) hours of discretionary leave from the AUTHORITY after successfully completing the probationary period, and any extension thereof. Thereafter, at the beginning of each contractual year all bargaining unit employees shall receive eight (8) hours of discretionary leave. The employee may deposit one

(1) week of annual vacation time, when picked, into the time bank but the employee may not deposit more than one hundred and twenty (120) hours of vacation into the time bank annually. The employee may also place his Birthday and/or Seniority Day in the time bank as described in Article 16, Section 2.

## **SECTION 2**

An employee may use days from the time bank for a single day off for any reason not to exceed five (5) days off per occurrence. Days off request must be submitted seventy-two (72) hours in advance and no more than thirty (30) calendar days in advance. The AUTHORITY retains the right to refuse the day(s) off for all employees except for the first person to make such request. Leave will be granted based on date and time such request is submitted. Seniority rights will be utilized when two (2) or more employees make a request on the same day for the same day off except where one employee has been granted the day off prior to the request. Employees requesting time off in advance will be notified within 48 hours of the submission of such request. These changes take effect for Maintenance Employees on January 1, 2025.

If an employee requests leave under this Article and said request is denied, the employee is prohibited from using sick leave on the day requested unless the employee presents a verifiable note from a Doctor.

Employees requesting time off will be provided information regarding discretionary leave/vacation upon request.

## **SECTION 3**

Discretionary leave must be taken in increments of at least two (2) hours or actual time lost exceeding two (2) hours. Discretionary leave time shall not be included in the computation of overtime.

## **SECTION 4**

Any time remaining in the Discretionary Leave Time Bank will be rolled over into the next year and can accumulate leave not to exceed two hundred forty (240) hours. An employee who retires or leaves the employment of the Authority shall be entitled to all time left in their Discretionary Leave Time Bank at the prevailing wage rate in effect.

## **SECTION 5**

Each calendar year an employee may donate up to sixteen (16) hours of their Discretionary Leave to another employee who is on medical leave because of a serious health condition and does not have any paid leave available. The employee donating the time must indicate their request in writing and submit it to Human Resources.

## **SECTION 6**

An employee may sell exactly forty (40) hours of Discretionary Leave back to the Authority the first pay period of December each year. An employee must indicate their request in writing and submit it to Human Resources no later than November 15 in order to be eligible to sell back discretionary leave.

# **ARTICLE 16 - VACATIONS**

**SECTION 1**

All employees coming within the scope of this Agreement shall be entitled to receive a vacation in accordance with the "Schedule of Vacations" (January 1 through December 31) and the eligibility provisions as provided in this Article.

**SCHEDULE OF VACATIONS**     *Effective 4/01/1990*

<b>Number of Full Years of Service</b>	<b>Maximum Vacation Period</b>
1	1 week
3	2 weeks
5	3 weeks
11	4 weeks
20	5 weeks

All vacation periods will start on Sunday.

**SECTION 2**

To be eligible for any of the vacations as provided herein, an employee must have completed no less than twelve (12) months of continuous service with the AUTHORITY subsequent to their last date of employment. Thereafter, such employee shall have established their first full year of service with the AUTHORITY and will be entitled to receive a vacation in accordance with the "Schedule of Vacations" provided, however, they are eligible under SECTION 3 and SECTION 4 of this working Agreement.

The vacation pick for Bus Operators shall be posted by the first Monday following Thanksgiving and shall be completed by December 20. Vacation selection shall be conducted as follows:

- A departmental seniority roster and calendar showing the available vacation slots for the following year will be posted.
- Selection begins with the most senior person and continues down the list until all employees eligible have selected at least one week of vacation.
- Persons selecting vacation must pick consecutive weeks or wait for the next round(s) to select balance of vacation. This applies to the first round selection as well as all subsequent rounds.

The vacation pick for Maintenance employees shall be posted by the first Monday following Thanksgiving and shall be completed by December 20. Vacation selection for maintenance employees is by classification and based on seniority.

**SECTION 3**

To be eligible for any of the annual vacation as provided herein, an employee must have not less than 1560 hours of paid time during a rolling twelve (12) months immediately preceding their anniversary date of any year, except that up to ninety (90) days of absence due to a bona fide illness or injury shall be counted as time worked in determining the eligibility and qualifications for vacations as herein established.

An employee not having worked in accordance with the provisions of this Article shall not be entitled to a vacation.

#### **SECTION 4**

Any employee coming within the scope of this Agreement leaving the service of the AUTHORITY for any reason, and having received their vacation prior to their anniversary date, will be charged with the vacation period not earned. In the determination of an earned vacation, any monthly period of the anniversary year in which the employee has not worked at least the number of allotted working days in accordance with Section 3 above will be deducted from their vacation allowance.

#### **SECTION 5**

Any employee leaving the service of the AUTHORITY for any reason prior to their first anniversary date is not eligible for vacation pay.

#### **SECTION 6**

An employee may not accumulate their vacation from year to year, but must take any vacation to which they become entitled in accordance with the eligibility provisions as set forth herein; provided, however, the AUTHORITY may establish the periods of time for vacations and the number of employees that may be off at any one time in any department, provided such periods are established no later than the succeeding period of their anniversary year. Other than as provided in this section, the vacation eligibility of the employee shall be posted on the bulletin board and employees shall bid for vacations within the periods prescribed according to their general seniority.

Employees shall bid in the order of seniority, and if they fail to bid promptly or to authorize some person to act in their behalf, the AUTHORITY shall assign their vacation or permit other employees to sign around them, and the employees shall be allowed to choose any open remaining period available to them in accordance with their seniority. In the event of illness or an employee's leaving the service of the AUTHORITY, which may result in a vacation period selected by such employee to come open, then by mutual accord between the AUTHORITY and the UNION, any senior employee qualified for vacation, may select, by seniority, such open period.

#### **SECTION 7**

The AUTHORITY will post a minimum of five (5) Bus Operator spaces for vacation sign-up purposes during those portions of the year when low service levels are provided and a minimum of three (3) Bus Operator spaces for sign-up purposes during those portions of the year when the AUTHORITY is providing high levels of service.

The AUTHORITY will post a minimum of two (2) mechanics, two (2) service workers, and one (1) utility worker throughout the year for sign-up purposes. No more than 50% of the employees in any single classification on any individual shift may sign up for vacations which would be taken concurrently.

#### **SECTION 8**

At the time of the annual vacation pick each year an employee can sell back a week of vacation in the upcoming year. In order to sell back a week of vacation the employee must indicate their request at the time of the annual vacation pick. To receive payment for the week of vacation the employee must be employed on January 1 of the upcoming year.

Anyone who submits a timely request to sell back a week of vacation and who meets all other

qualifications under this Section will receive payment the second pay period in January.

## **ARTICLE 17 - HOLIDAY PAY**

### **SECTION 1**

All employees coming within the scope of this Agreement shall receive holiday pay for holidays in accordance with the provisions as set out in this Article, except those employees subject to the exclusions set out herein. Exclusions are described in Section 2, 3, and 4 of this Article.

#### **PAID HOLIDAYS**

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Juneteenth  
Independence Day--July 4  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
Employee's Birthday  
Seniority Date

### **SECTION 2**

An employee must work his or her entire scheduled shift prior to and after the holiday and if scheduled, on the holiday, to be entitled to holiday pay. An employee performing a work assignment on Paid Holidays shall, in addition to wages earned by such employee on said holiday, receive eight (8) hours of pay as holiday pay at their regular straight time hourly rate of pay. Holiday Pay will be 8 hours (10 hours for those working four day work weeks).

An employee who is scheduled to perform a work assignment on said holiday, but does not perform a work assignment on said holiday due to the Authority's schedule or an Authority-approved Vacation or Discretionary Leave day, shall receive eight (8) hours of pay as holiday pay at their regular straight time hourly rate of pay. Holiday Pay will be 8 hours (10 hours for those working four day work weeks).

Time and one half will be paid for all time actually worked on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Straight time will be paid for all hours worked on the remaining Paid holidays.

An employee who is not scheduled to perform a work assignment on said holiday and does not perform a work assignment on said holiday or, whose regularly scheduled day off falls on a holiday identified in Section 1 shall receive a minimum of eight (8) hours pay as holiday pay at their regular straight time hourly rate of pay.

### **SECTION 3**

The AUTHORITY shall not pay holiday pay to any employee coming within the scope of this Agreement when said holiday occurs while said employee is on leave of absence, scheduled to work

but fails to report for work, or is on furlough.

#### **SECTION 4**

To qualify for holiday pay, an employee must have worked his or her entire assigned work shift immediately preceding and immediately following the holiday and if scheduled on the holiday.

#### **SECTION 5**

If Birthday or Seniority Day falls on the employee's regular day off during the week or during a vacation period, the employee will have the preceding or next regularly scheduled work day off. The AUTHORITY reserves the right to request that an employee change their Birthday or Seniority Day in the event that granting such leave creates a disruption in service. Requests to voluntarily change these dates will be by seniority of the employees involved in the request. Employees shall have the option of placing their regularly scheduled hours (a minimum of eight (8) hours) credit for each of their Birthday and Seniority Day into the Discretionary Leave Time Bank in lieu of taking these two days as holidays. Such leave request shall take place during the vacation pick each year as described in Article 16, Section 2.

### **ARTICLE 18 - GROUP INSURANCE: MEDICAL / HOSPITAL / PENSION PLAN**

#### **SECTION 1**

Any employee coming within the scope of this Agreement shall be entitled to become a participant in the group insurance and group health and major medical insurance plan beginning the first day of the first full month following their "Hire Date."

- A. Group Life - \$20,000  
Accidental Death and Dismemberment - \$25,000  
Weekly Disability Benefit - \$300
- B. Waiting Periods (Disability): Sick leave may be used to supplement disability for a maximum daily benefit not to exceed regularly scheduled pay hours. A minimum of forty (40) hours sick leave must be used prior to utilization of disability. Employees determined as disabled not receiving payment shall be paid by the Authority and said employee will assign, upon receipt, their insurance payment from the insurance carrier over to the Authority for reimbursement.
- C. A Group Insurance Committee shall be formed immediately upon ratification of this contract. This Committee will be comprised of two (2) Members from Management and two (2) Members from the Union, with each side selecting their respective representatives.
- D. Management may change the carrier of any of its insurance programs so long as the level of benefits under the new policy or policies is not reduced, if at all possible. If the parties are unable to agree to a health insurance proposal that will avoid triggering the Affordable Care Act excise tax effective January 1, 2018, it is expressly agreed that the AUTHORITY shall have the right to change the bargaining unit health insurance to stay under the thresholds of the Affordable Care Act excise tax while maintaining the greatest number of benefits under the health plan. This provision shall be effective November 1, 2017.

**SECTION 2**

The AUTHORITY'S contribution per month per participating employee to the group insurance program shall not exceed the following:

- A. The AUTHORITY shall contribute sixty-six percent (66%) of the cost of the group life insurance plan per month for each participating employee.
- B. The employee contribution per month per participating employee to the group health insurance program shall not exceed the following:

	<b>Employee</b>	<b>Employer</b>
<b>Employee Only</b>	10%	90%
<b>Employee and Children</b>	15%	85%
<b>Employee and Spouse</b>	15%	85%
<b>Family</b>	15%	85%

- C. The Authority reserves the right to offer a high deductible health plan at its option in addition to, but not in place of the health plan offered.

**SECTION 3**

The obligation of the AUTHORITY to make contributions to the insurance programs shall be contingent upon participation by not less than seventy-five percent (75%) or such lower or higher percentage requirements of eligible employees as shall be established by the insurance company as necessary to satisfy their requirements under such insurance coverage. If the number of participating eligible employees shall be insufficient to satisfy such requirements at any time, the AUTHORITY shall have no obligation to make contribution herein provided or to pay its employees any amount in lieu thereof. The AUTHORITY shall in no event be required to pay any non-participating employee any amount in lieu of a contribution to the plan.

**SECTION 4**

The AUTHORITY shall not contribute to the insurance program beyond any month in which the employee fails to perform work for the AUTHORITY; except, in the case of illness, the AUTHORITY will pay its contribution for three months following the month in which the illness occurs. If the employee is making contributions for dependents, the Authority will pay its share. It will be the employee's option whether to continue these dependent payments or not.

**SECTION 5**

In the event any employee participating in the plan does not have enough pay coming to deduct the employee's dependent(s) contribution to the insurance program, the employee shall make their contribution to the AUTHORITY prior to the premium due date.

**SECTION 6**

Subject to the benefits herein established, the AUTHORITY shall not be restricted in its selection of insurance companies.

#### **SECTION 7**

The Transit Authority of the Lexington-Fayette Urban County Government Pension Plan, adopted as of December 1, 1973, and now entitled '*Lextran Employees Contributory Pension Plan and Trust*', as now in effect, shall be continued by the AUTHORITY and the employees and remain in effect for the duration of the Agreement.

- A. Effective July 1, 2024 a total of one dollar and twenty two cents (\$1.22) per hour shall be contributed by the AUTHORITY. Effective October 1, 2011 a total of one dollar and twenty two cents (\$1.22) per hour shall be contributed by the employee. Contributions shall be made on all hours except overtime.
- B. The contributions provided in (A.) above are to be paid by the AUTHORITY to the trustee as provided under the pension plan.
- C. An actuarial study shall be made to determine the Plan's ability to pay increased benefits, without additional contributions by the employee or the AUTHORITY.

#### **SECTION 8**

Employees may also participate in the Kentucky Public Employees Deferred Compensation Plan by making elective deferrals through payroll deduction into the 401(k) plan. The details regarding employee contributions, vesting, administration, investments, etc., are provided in the separate literature for the 401(k) Plan, which was given to employees when employees were hired.

Upon contract ratification, Lextran will provide an employer match of fifty cents on the dollar up to a maximum of 5% of an employee's wage pursuant to Plan documents. The vesting schedule will be cliff vesting after five (5) years of service.

By utilizing cliff vesting, employees must be employed for five (5) years before being vested for the employer match. This means that an employee who ends their employment prior to completing five years of service will not be entitled to any employer match.

#### **SECTION 9**

The AUTHORITY agrees to participate in an Employee Occupational Alcoholism Program and Drug Abuse Program.

### **ARTICLE 19 - SICK LEAVE**

#### **SECTION 1**

All employees shall accrue sick leave on the basis of eight (8) hours per month of continuous service beginning on the first pay period of the month following his/her hire date.

#### **SECTION 2**

Sick leave will be cumulative to a maximum of four hundred eighty (480) hours during the life of this

Agreement.

### **SECTION 3**

- A. Sick leave will be paid effective the first day of any one illness. Employees may sell back or transfer to the Discretionary Leave Time Bank any accrued sick leave in excess of three hundred twenty (320) hours. Such days will be paid at the prevailing wage rate in effect.
- B. Sick leave will not be paid for regular days off, for any day which the employee would not have worked, or for any illness or injury intentionally caused. Sick leave shall not be included as hours worked in the computation of overtime.
- C. Sick leave shall be computed on the basis of the greater of eight (8) hours per day (10 hours per day for employees on 4 day work weeks). Employees may use up to sixteen (16) hours per year in increments of at least two (2) hours or actual time lost exceeding two (2) hours.
- D. Unless otherwise stated herein, upon the fourth, or greater, incidence, in the most recent rolling 12 month period, of absence due to illness unverified by a doctors written statement, or any absence due to illness exceeding three work days, the employee may be required to provide, upon request by the Authority, a written, verified doctors statement that the employee was unable to perform his duties, before that employee will be allowed to return to work.
- E. Any employee who resigns after ten (10) continuous years of employment shall receive 33 1/3% of their accumulated sick leave. Such days shall be paid at the prevailing wage rate in effect.
- F. An employee who retires under the pension or retirement plan in effect at the time of their retirement shall be entitled to up to two hundred forty (240) hours of their accumulated sick benefits. Such days shall be paid at the prevailing wage rate in effect.
- G. Sick leave may be used to supplement disability for a maximum daily benefit not to exceed eight (8) hours. A minimum of forty (40) hours sick leave must be used prior to the utilization of disability.
- H. Sick leave may be used for the employee's own illness or for medical appointments for dependents with a verifiable note.

### **SECTION 4**

Eight (8) hours of unpaid Flex Time will be provided on a one-time basis to employees in their first year of service. The Flex Time may be used in increments of the (2) hours at a time. Flex time must be approved by the supervisor and will be without pay. Any unpaid time off after the eight (8) hours of flex time will be defined as an incident. Flex Time will not circumvent the AUTHORITY'S miss out/tardy policy.

## **ARTICLE 20 - ACCIDENTS / HEALTH / SAFETY**

### **SECTION 1**

Any employee involved in any accidents or incidents involving their coach or passengers shall make

an immediate verbal report by radio. If contact cannot be made through the radio, the employee should step off the bus and make a report by phone. If the employee is unable to step off the bus to make the report by phone for safety reasons, the employee will not be disciplined for using a cell phone on the bus so long as the bus is not in motion and the Bus Operator is not in the driver's seat while using the phone. A written report must be made fully, properly, and completely covering the occurrence and delivered by the employee so involved as soon as possible following such involvement; but in no event not more than twenty-four (24) hours from the time of such involvement. The report must be approved and signed off on by the supervisor to whom the report was made.

## **SECTION 2**

The AUTHORITY and the UNION recognize that accident prevention work is necessarily incident to the interest of the AUTHORITY and the employees and that safety programs, safety meetings and general accident work is beneficial to both the AUTHORITY and the employees.

All employees are required to attend all safety meetings and cooperate in all ways in safety work and take an active part and interest in all accident prevention work.

All employees are required to notify their immediate supervisor of all existing or potential safety hazards that they observe.

## **SECTION 3**

The AUTHORITY agrees to provide a safe and healthful working environment for all employees, and further agrees to make every reasonable effort to insure optimum working conditions.

Lextran's Safety Committee will meet monthly and shall consider and propose action on any aspect of operations affecting the health and safety of employees.

## **SECTION 4**

No Bus Operator shall be made to operate or be disciplined for refusing to operate equipment that is unsafe. Should a Bus Operator identify a defect that questions the safety of the vehicle, the vehicle shall be taken out of service and placed on the "Out of Service" list until a maintenance supervisor determines the vehicle to be road worthy.

## **SECTION 5**

The Authority agrees to provide appropriate training to all Bus Operators prior to the introduction of new equipment that materially changes the operation of the bus. Maintenance employees will receive training on all new or modified equipment.

## **SECTION 6**

The Authority shall make all reasonable effort to ensure there are adequate, clean restroom facilities for every route for Bus Operator use during all operating hours.

# **ARTICLE 21 - FREE TRANSPORTATION**

## **SECTION 1**

Free transportation over the lines operated by the AUTHORITY shall be furnished to the employee of the AUTHORITY and the employee's immediate family in the following manner.

- To the employee's spouse.
- To the children of the employee through age twenty-six (26) or indefinitely for children with permanent disabilities.
- To a retired employee and their spouse.
- Surviving spouse of deceased employee.
- To an employee, their spouse, or their children, while said employee is laid off.

## **SECTION 2**

Any abuse of the use of such free transportation as herein granted by the AUTHORITY, by the employee or any member of the employee's family will result in the loss of such privilege with notice.

# **ARTICLE 22 - BONDS, LICENSES AND CERTIFICATIONS**

## **SECTION 1**

In the event the AUTHORITY shall require an employee covered by this Agreement to be bonded, the AUTHORITY will pay for such bond. Bus Operators are not required to handle money while performing the duties of a Bus Operator.

## **SECTION 2**

Any employee who operates a bus or other commercial motor vehicle in the course of employment must comply with the legal requirement to obtain a Commercial Driver License (CDL) of appropriate class and endorsements in the Commonwealth of Kentucky. Maintenance of a valid CDL is a condition of employment. The AUTHORITY shall reimburse the employee to the extent of the fee required for the procurement and renewal of such license.

Each employee required to maintain a CDL will be required to undergo a physical examination in accordance with Department of Transportation requirements and keep on file with the AUTHORITY a copy of the Medical Examiner's certificate which conforms to Motor Carrier Safety Regulations (49CFR391.41-391.49).

With respect to any employee employed by the AUTHORITY on October 20, 2021, the employee may either select to go to a physician selected by the AUTHORITY or a physician selected by the employee, but no employee can select to go to both the physician selected by the AUTHORITY and the physician selected by the employee. If the employee selects to go to a physician selected by the AUTHORITY, the AUTHORITY will pay the full cost of the examination fee. If the employee selects to go to a physician selected by the employee, the employee shall be responsible for paying the full cost of the examination fee.

With respect to any employee hired after October 20, 2021, the AUTHORITY will select the physician and pay the full cost of the examination fee. Stated another way, the employee must go to the physician selected by the AUTHORITY.

## **SECTION 3**

On a quarterly basis, the AUTHORITY will provide the UNION with a document showing the expiration date of each active employee's CDL License and DOT Medical Certificate.

## **ARTICLE 23 - PAY DAY**

### **SECTION 1**

The AUTHORITY agrees that all employees covered by this Agreement shall be paid every two (2) weeks on Wednesday.

If an employee is able to establish that they are unable to print their paycheck stub, the employee can request a copy of their paycheck stub from the AUTHORITY.

## **ARTICLE 24 - BULLETIN BOARDS / UNION EMBLEMS**

### **SECTION 1**

The AUTHORITY agrees that it will allocate space in the operator's lounge room, maintenance building, and the Transit Center for a locked bulletin board, of similar size to what currently exists, to be provided by the UNION and installed by the AUTHORITY, for the use of the UNION for appropriate purposes and in a proper manner for the posting of notices relating to UNION matters and notices to employees that may be approved and signed by the UNION, or that may be signed by an individual. All notices so posted must be signed and cannot be placed on the bulletin board anonymously.

### **SECTION 2**

UNION members will be permitted to wear the emblem of the UNION, in the form of a patch or lapel pin, on their uniforms.

## **ARTICLE 25 - RUNS / DAYS OFF PROVISIONS RELATING TO BUS OPERATORS**

### **SECTION 1**

A regularly assigned run is a day's work selected by a Bus Operator in accordance with their seniority and assigned to them for an extended period whenever there is a selection and assignment of regular runs. All other pieces of work shall be classed as extra work. Regularly assigned runs shall be classed as extra work when temporarily manned by Bus Operators other than those to whom they were regularly assigned. Extra Board Bus Operators, while working a regular assignment, shall be considered Regular Run Operators for the duration of that assignment.

### **SECTION 2**

Bus Operators who have sufficient seniority to select and are assigned to regularly scheduled runs during a selection and assignment of regular runs, are defined as regular Bus Operators. All other Bus Operators are defined as extra Bus Operators.

### **SECTION 3**

A straight run is defined as a run so constructed as to be composed of continuous hours of work. A split run is defined as a regular run so constructed as to be composed of two (2) or more pieces of

work with an interval or intervals of time between such pieces of work.

#### **SECTION 4**

All regularly assigned runs will be so constructed as to contain not less than eight (8) hours of pay time, including preparatory time. Overtime will be paid after eight (8) hours per day or after a regularly scheduled run.

#### **SECTION 5**

Straight runs as herein defined shall constitute at least fifty percent (50%) of all regularly assigned runs, except, however, the percentage of straight runs herein provided may be reduced by mutual consent.

Pursuant to the letter from the Kentucky Department of Labor, Division of Standards both parties agree to waive K.R.S. Chapter 337.355 concerning lunch periods.

All reasonable efforts will be made to construct schedules to include time for layover of at least 10 minutes. If there are known run time issues, the schedules will be reviewed for potential modification. This language does not apply to the University of Kentucky routes.

#### **SECTION 6**

Split runs, as herein defined, may be so constructed as to contain a spread of hours in excess of thirteen (13) hours; provided, however, time worked in excess of such spread as herein provided shall be paid for at one-half (½) of the regular straight time hourly rate of pay; and, further provided, split runs constructed as to contain more than two (2) intervals of time between pieces of work; shall, be paid for such intervals of time in excess of two (2) at the regular straight time hourly rate of pay. And further provided, runs constructed as to contain two (2) intervals of time between pieces of work shall have such shortest interval of time, when such interval is thirty (30) minutes or less, paid at the regular straight time hourly rate of pay, and the longest such interval of time between pieces of work shall not be paid. Split runs so constructed, as to contain only one (1) such interval of time between pieces of work, shall not be paid. The penalty time as provided in the SECTION shall not be used in the computation of overtime and at no time and under no circumstances shall any penalty time provided herein be pyramided into overtime or paid in connection with the overtime rate of pay. Split runs will contain a maximum of one (1) split.

#### **SECTION 7**

All regularly assigned Bus Operators shall be entitled to two (2) days off each week. The AUTHORITY will make reasonable effort, based upon service demands, to schedule consecutive days off for as many employees as possible. The off days are to be determined by the AUTHORITY and Bus Operators will select their day or days off by seniority as provided in the ARTICLE captioned SELECTION AND ASSIGNMENT OF RUNS.

#### **SECTION 8**

This ARTICLE is intended to provide a basis for establishing a normal Work schedule and shall not be construed as a guarantee of hours of work per day or per week.

## **ARTICLE 26 - SELECTION AND ASSIGNMENT OF RUNS PROVISIONS RELATING TO BUS OPERATORS**

### **SECTION 1**

There shall be a general selection and assignment of regular runs during the months of May, August, and December, and at all other reasonable times as the AUTHORITY may deem necessary. All regular runs, including any new schedules or changes in schedules, shall be posted at least seven (7) days prior to the time of the general selection and assignment of regular runs as set forth above. All Bus Operators not selecting a run or assigned in accordance with their seniority shall be placed on the extra board.

If it is known that a Bus Operator will not be available for the entirety of a run pick, for any reason, the Bus Operator will not be eligible to pick. If that Bus Operator returns from leave unexpectedly before the completion of the run pick, that Bus Operator will be assigned to work the extra board from their seniority position down, for the remainder for the run pick.

In order to be eligible to pick, a Bus Operator must have complied with the AUTHORITY's return to work requirements and been cleared to return to work by the AUTHORITY.

A Bus Operator that has an AUTHORITY-approved and scheduled return date within the first thirty (30) days of the run pick, may select a run and that run will be posted as a hold down for bidding by extra board Bus Operators. The successful bidding Extra Board Bus Operator will hold that run down until such time that the regular Bus Operator returns or for the duration of the current run board.

### **SECTION 2**

Absent extenuating circumstances, regular runs shall be posted a minimum of seven (7) days prior to the commencement of the bidding process. The bidding process will be conducted on a Monday and Tuesday and all regularly assigned runs together with a seniority list of Bus Operators shall be posted on the bulletin board for the selection of runs and days off in accordance with seniority. Each Bus Operator shall be assigned a pick time of ten (10) minutes. The results of the bidding process will be posted on Wednesday. All regular run assignments as provided herein shall become effective the first Sunday following the assignment of runs or on a later date so long as the later date is published at the time the results of the bidding process are posted.

If there are extenuating circumstances related to the bidding process, the AUTHORITY will discuss any changes to the bidding process with the UNION.

### **SECTION 3**

When a regular run is discontinued or the days off are changed or the route is changed in a manner that affects the pay time of such a run fifteen (15) minutes or more, the operator of said run shall be notified of such change and an operator displaced shall have a period of twenty-four (24) hours to select another assignment from his seniority down, such run shall be posted immediately on the bulletin board and remain posted for seventy-two (72) hours. The senior Bus Operator bidding thereon shall be assigned thereto and shall remain thereon until the next general selection and assignment of runs; except, such Bus Operator may be permitted to bid on any other vacancies that are posted on

the bulletin board for general bid.

#### **SECTION 4**

The selection of work shall be conducted by the AUTHORITY designee, with a UNION representative present. The AUTHORITY agrees to pay one UNION representative for time spent assisting at the selection of runs. Any Bus Operator failing to select their run as it comes their turn, or who fails to authorize someone to do so for them, shall permit other Bus Operators to sign around them; and any such Bus Operator failing to select their run as it comes their turn may select any run that is still open on the board or work the extra board until the next general selection and assignment of runs. An operator may select their run at their designated time or may leave a choice slip with the Director of Operations or his/her designee.

#### **SECTION 5**

Should an operator be prevented from selecting a run because of sickness, absence or any other cause, such operator shall fill out a written choice slip for the run(s) and days off they desire. In such request, they will give their preference of choices. Such request must be received by the Director of Operations or his/her designee before the operator's time designated for the selection and assignment of runs. The Director of Operations or his/her designee shall sign the slip indicating the date received, make a copy for the employer and provide the employee with the original. If an operator fails to leave a choice slip as aforesaid or cannot be placed on any of the runs they have so requested, they will be left on the run they were then holding, unless it was selected by another Bus Operator with greater seniority. If such is the case, said operator may choose from any remaining open runs. In the event that no runs are available the operator shall then be placed on the extra board.

### **ARTICLE 27 - EXTRA BOARD / SUPPLEMENTAL BOARD PROVISIONS RELATING TO BUS OPERATORS**

#### **SECTION 1**

- A. The extra board is established for the primary purpose of having extra employees available under normal operating conditions, only. Regularly assigned Bus Operators may not be required to perform work when qualified extra Bus Operators are available. Bus Operators assigned to the extra board will be assigned by seniority on the first day of each board. Thereafter, all work will rotate in a continuous manner daily based on the hours worked.
- B. In the event a Bus Operator assigned to the extra board is mistakenly omitted from the next day's work assignment, the Bus Operator will call the dispatcher no later than 4:30 a.m. for their assignment. The employee will receive the next available assignment for that day and will return to their proper position for the next assignments.
- C. Extra board work (available before 1:00 p.m.) will be assigned as follows:
  - 1) Early straights scheduled to operate (8) hours or more. (First piece up, First piece out.)
  - 2) Special event service scheduled to operate (8) hours or more. (First piece up, First piece out.)

- 3) Late straights scheduled to operate (8) hours or more. (First piece up, First piece out.)
  - 4) Split runs scheduled to operate (8) hours or more. (First piece up, First piece out.)
  - 5) Extra pieces and special event services scheduled to operate less than (8) hours or more. (First piece up, First piece out.)
  - 6) All work assignments will be first piece up, first piece out. Any additional assignment after the first assignment will be given to the next available Bus Operator.
- D. Work assignments will be posted at 1:00 p.m. for the next operating day
  - E. When a Bus Operator leaves the extra board to fill a regular assignment, their vacancy can be filled by a Bus Operator from their seniority down.

In the distribution of extra work, the AUTHORITY agrees that all extra work and special event work will be worked from the top of the extra board until the board is exhausted and no regularly assigned Bus Operators will be pulled off their runs to work a special event or extra work until all extra board employees are exhausted or unavailable.

#### **SECTION 2 – SUPPLEMENTAL BOARD**

- A. A Supplemental Board of volunteers shall be established to provide extra work assignments to regular Bus Operators in any situation of work and service requirements when the regular extra board is exhausted. The sign up for the Supplemental Board will be posted by 5:00 am each Monday and will be removed at 12:00 noon on each Friday for the following week's supplemental work. The supplemental work week will be Sunday through Saturday. Any Bus Operator signing the Supplemental Board will be assigned by seniority at the beginning of each work week and will rotate daily after receiving a work assignment.
- B. When regular employees on the Supplemental Board are called to perform extra work and are released by the AUTHORITY due to no work, such regular employees shall rotate to the bottom of the Supplemental Board.
- C. At the discretion of the AUTHORITY, a Bus Operator may be excused for one assignment per week by submitting a request to be excused 48 hours in advance. The Bus Operator will then rotate as having received work that day.
- D. Stand-by time is considered a piece of work and will rotate as such.
- E. The AUTHORITY agrees to post a no-call list. Employees may sign a no call list if they do not wish to be contacted for overtime or extra work. The AUTHORITY reserves the right to mandate employees to work overtime unless otherwise stated in Article 27 Section 4 & 9. This section 2(E) is effective January 1, 2025.

#### **SECTION 3 – VOLUNTEER BOARD**

- A. In the event insufficient regular employees voluntarily sign the Supplemental Board to perform the service requirements, the Authority will start assigning, beginning with the most senior Bus Operator on the Volunteer Board.
- B. The Volunteer Board will be posted on Monday at 5:00 a.m. and will be taken down on

Wednesday by 12:00 p.m. Any Bus Operator that would like to work overtime the following week will sign up and list the days that they are available to work overtime.

- C. Bus Operators can indicate their availability for a morning assignment, an afternoon assignment, or any assignment. A morning assignment is any assignment that starts prior to noon regardless of when the assignment ends. An afternoon assignment is any assignment that starts at noon or any time after noon.
- D. At the discretion of the AUTHORITY, a Bus Operator may be excused for one assignment per week by submitting a request to be excused 48 hours in advance. The Bus Operator will then rotate as having received work that day.
- E. The AUTHORITY agrees to post a no-call list. Employees may sign a no call list if they do not wish to be contacted for overtime or extra work. The AUTHORITY reserves the right to mandate employees to work overtime unless otherwise stated in Article 27 Sections 4 & 9. This Section 3(E) is effective January 1, 2025.

#### **SECTION 4 – SENIORITY ROSTER**

In the event the work cannot be covered by an employee on the Volunteer Board, the Authority will start asking the most senior Bus Operator on the Seniority Roster and will continue down the list to the most junior Bus Operator. If the work cannot be filled, the junior Bus Operator will be required to fill the work.

The AUTHORITY agrees to post a no-call list. Employees may sign a no call list if they do not wish to be contacted for overtime or extra work. The AUTHORITY reserves the right to mandate employees to work overtime unless otherwise stated in Article 27 Sections 4 & 9. This change is effective January 1, 2025.

#### **SECTION 5**

The first runs known to be available shall be assigned first up, first out, provided in the event two (2) or more runs are leaving the garage at the same time, the top employee on such extra board shall be privileged to make a choice of work assignment. If extra board Bus Operators are making the same show-up and there are regularly-scheduled assignments that fall to them, and there is a special event due out and other extra employees are available, then the top extra board Bus Operator will have a choice of the first (1st) special event due out, or the regular piece of work which fell to them. If they choose the special event and the special event is cut short or is canceled, they will not be paid for any hours they may lose. They will not be permitted to choose any special event that they may like or bump a junior Bus Operator. If no extra Board Bus Operators are available, the supplemental board and then the volunteer board will be utilized.

#### **SECTION 6**

Extra Board Bus Operators shall be entitled to two (2) days off each week, to be assigned by the AUTHORITY in the following manner.

- Days off to be posted
- Days off to be consecutive as near as possible

- Employees to be assigned days off according to their seniority

NOTE: Special event work will be handled in the same manner as regular extra work.

#### **SECTION 7**

In the event contracted services are suspended and/or reduced for a short period (spring break, holiday, etc.), those Bus Operators affected will fall to the bottom of the extra board by seniority for the initial assignment. The Bus Operators selected days off will be maintained, however his/her hours of work may change. If service is suspended and/or reduced for a longer period other than temporarily, those Bus Operators will be allowed to select their assignment by seniority.

#### **SECTION 8**

If a Bus Operator has completed their work assignment for the day and is marked up the next day before at least ten (10) hours shall have elapsed from the time they were last relieved from duty, and the Bus Operator fails to report at the proper reporting time, such failure will not cause the Miss Out penalty to be applied. The Bus Operator, however, must call the Dispatcher as to when to report.

With the exception of split shifts, no Bus Operator will be required to work more than twelve (12) hours in a twelve (12) hour period. Bus Operators, however, can volunteer to work up to fourteen (14) hours in a fourteen (14) hour period. Their twelve (12) or fourteen (14) hour availability will begin from their first report time of the day.

#### **SECTION 9**

No employee with more than twenty (20) years of service will be required to work overtime excluding Supplemental and Extra Board personnel.

### **ARTICLE 28 - VACANCIES AND HOLD DOWNS PROVISIONS RELATING TO BUS OPERATORS**

#### **SECTION 1**

**Vacancies:** A vacancy occurs only when it is known that, for any cause, a regular run is to be vacant for the remainder of a run pick or when a new run is added.

When a run is changed so as to affect the pay time fifteen (15) minutes, if that operator chooses to rebid on another run from their seniority down, the run previously held by that operator will become a vacancy.

Vacancies shall be posted immediately for a period of five (5) days during which time any Bus Operator may bid on such vacancy. The vacancy will be awarded by bidding operator's seniority.

If the successful bidder is a regularly assigned Bus Operator, their run will then, in turn, be bid in a similar manner. Actual assignment to the runs by any and all of the successful bidders will take place following the awarding of the bid after the last such vacancy has been filled. Any vacancies not bid upon will be assigned from the bottom of the extra board up.

#### **SECTION 2**

**Hold Downs:** A hold down occurs when it is known that, for any cause, a run is to be vacant for a period of at least five (5) days. Hold downs shall be posted for five (5) days during which time any extra board Bus Operator may bid on such hold down until 12:00 PM of the 5th posting day and will be considered a regularly assigned Bus Operator for the duration of the hold down. The hold down will be awarded by bidding extra board operator's seniority and the operator will fill this run until the regularly assigned operator returns from temporary leave, or until the next regular pick, whichever comes first.

**Vacation Hold Downs:** A vacation hold down occurs when a regularly assigned Bus Operator takes a single week or multiple weeks of vacation. This hold down can only be bid on by a regularly assigned extra board Bus Operator and will be awarded by bidding operator's seniority. The extra board operator awarded that run for single or multiple weeks will hold that run until the regularly assigned operator returns from vacation, or until the next regular pick, whichever comes first.

## **ARTICLE 29 - STANDBY TIME PROVISIONS RELATING TO BUS OPERATORS**

### **SECTION 1**

All Bus Operators required to report for standby will be paid for such standby at their regular straight time hourly rate of pay.

### **SECTION 2**

The standby time herein provided shall be paid for at the straight time hourly rate of pay and shall be used in the computation of overtime or paid at the overtime rate of pay, if applicable.

### **SECTION 3**

An employee called in to perform work on their scheduled day off shall be guaranteed a minimum of two (2) hours pay if not offered an assignment after reporting. An employee called in before or after their scheduled assignment shall be paid for all time actually worked.

## **ARTICLE 30 - TIME ALLOWANCES**

### **SECTION 1**

All Bus Operators shall receive an allowance of twelve (12) minutes preparatory time for each piece of work starting at the garage at their regular straight time hourly rate of pay in addition to their regularly scheduled hours of their platform assignment. The preparatory time as provided herein is for duties required to perform their scheduled work assignment.

### **SECTION 2**

All employees shall be allowed twenty (20) minutes at their regular straight time hourly rate of pay for fully, properly and correctly making out accident reports, except reports of personal injuries sustained by the employee. When necessary, employees will be assisted in making out proper reports.

### **SECTION 3**

In the event an employee is required to attend court as a witness on behalf of the AUTHORITY, the employee so required to attend court shall suffer no loss of daily or weekly pay for all time spent

related to court, and in addition thereto, reimbursed for such reasonable expenses as may be incurred.

In the event that an employee is required to be present in a court proceeding which is not AUTHORITY related, the employee may, at his or her choice, make up their lost pay time by use of their discretionary time bank.

#### **SECTION 4**

When employees are required by the AUTHORITY to attend meetings such employees shall be paid for all time spent at the meeting at the employee's regular rate of pay. At no time shall an employee be paid less than one (1) hour for attendance at any meeting required by the Authority.

#### **SECTION 5**

All regular Bus Operators certified to train Trainees shall receive Two dollars (\$2.00) per hour in addition to their regular straight time hourly rate of pay when required by the AUTHORITY to train Trainees. Operators will receive One-dollar 50/100 (\$1.50) per hour in addition to their regular straight time hourly rate of pay when required by the AUTHORITY to do cadet/route training.

All regular Maintenance employees shall receive One dollar (\$1.00) per hour in addition to their regular straight time hourly rate of pay when required by the AUTHORITY to train Trainees under the following circumstances: (a) the Trainee must be in the probationary period and (b) the Training must be scheduled by a supervisor.

#### **SECTION 6**

The time allowance or the pay provisions contained in the ARTICLE shall be used in computing overtime, and shall be paid at the overtime rate of pay, when applicable.

### **ARTICLE 31 - WEEKLY GUARANTEE PROVISIONS RELATING TO BUS OPERATORS**

#### **SECTION 1**

A full-time extra board Bus Operator making all report times as required shall be guaranteed pay equal to forty (40) hours at their straight time pay rate. For example, if an employee covered by this section earns \$10 an hour, the employee is guaranteed gross pay equal to \$400 (\$10 x 40). An employee covered by this section, who meets all the requirements contained in this section, who wants to calculate their guarantee amount should simply multiply their straight time hourly rate by 40 and the resulting amount is the employee's guaranteed pay.

#### **SECTION 2**

An extra board Bus Operator failing to meet the requirements established in SECTION 1 above shall not be entitled to the minimum weekly guarantee. For any scheduled work time not worked due to the operator's being excused by the AUTHORITY or unable to work due to illness or injury, the guarantee shall be reduced by such time.

### **ARTICLE 32 - UNIFORMS / EQUIPMENT**

## **SECTION 1**

All Bus Operators shall be required to wear uniforms while on duty in accordance with the specifications of the AUTHORITY. Such specifications shall provide for both summer and winter uniforms. Uniforms shall not be worn while working another job.

## **SECTION 2**

The period of the year during which such uniforms shall be worn shall be established by the AUTHORITY. However, the AUTHORITY agrees to consult with the UNION representatives with respect to the selection and changes of uniforms, including the fixing of a time when winter or summer uniforms shall be worn, to the end that all Bus Operators shall, at all times while working, be in proper uniform.

## **SECTION 3**

In the event the style or specifications of uniforms are changed by the AUTHORITY, Bus Operators shall be permitted to wear uniforms of the prior style as long as such uniforms are in a neat and serviceable condition, but under no circumstances shall they be worn for a period longer than two (2) years from the date of such specification change.

## **SECTION 4**

Bus Operator uniform standards have been established by the AUTHORITY. The AUTHORITY, at the beginning of each contract year, or when a new Bus Operator goes on the board, will issue each Bus Operator a \$500.00 clothing voucher for a vendor selected by the AUTHORITY after consulting with the UNION. It is the responsibility of each Bus Operator to obtain and maintain uniforms that comply with established uniform standards. Coach Operators will be ineligible to purchase uniforms within thirty (30) days prior to their date of retirement.

## **SECTION 5**

The AUTHORITY, to assist the maintenance employees in their work performance, agrees to supply aprons and gloves for Service Workers.

Maintenance employees, as a condition of employment, must possess Rain gear, Safety boots and winter gear, to include any of the following items: coat, coverall, hat, gloves and/or toboggan. The AUTHORITY will reimburse maintenance employees up to \$750 each contractual year to assist in the purchase of the above items so long as the employee presents an original receipt showing what was purchased and how much was spent. Maintenance employees shall only be reimbursed if the expense was incurred in the same contractual year that the reimbursement is requested.

## **SECTION 6**

The AUTHORITY requires uniforms for all maintenance employees and agrees to furnish said uniforms for each maintenance employee. Uniforms consist of 11 shirts and 11 pair of slacks and two (2) uniform jackets.

## **SECTION 7**

The AUTHORITY will reimburse any mechanic, at any time after their probationary period, upon

presentation of valid receipts to replace or purchase any tool(s) required by the AUTHORITY as follows:

- Effective July 1, 2024: up to \$575.00 for expenses incurred between July 1, 2024 and June 30, 2025
- Effective July 1, 2025: up to \$575.00 for expenses incurred between July 1, 2025 and June 30, 2026
- Effective July 1, 2026, up to \$575.00 for expenses incurred between July 1, 2026 and June 30, 2027

#### **SECTION 8**

One (1) shop radio will be installed. Volume to be set so as not to disturb neighbors or interfere with telephone conversations, nor normal shop routine.

### **ARTICLE 33 - OVERTIME**

#### **SECTION 1**

All employees covered by this Agreement shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate of pay for all work they are required to perform after their regularly scheduled work assignment.

#### **SECTION 2**

Extra Bus Operators shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate of pay for all work they are required to perform in excess of eight (8) hours in any one (1) day.

#### **SECTION 3**

All employees shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate of pay when called upon to perform work on their regular assigned day or days off provided they have completed their regularly assigned work each day that work week, except where the employee has not worked due to a bona fide illness or injury or excused by the AUTHORITY.

An employee who fails to perform or complete his or her regularly scheduled assignment or overtime through the week may be denied the right to work on their off-days for the next seven (7) calendar days, at the AUTHORITY's option. However, the AUTHORITY may offer such work to such employee to work at their regular straight time hourly rate of pay at the AUTHORITY's and employee's option.

#### **SECTION 4**

No time shall be paid for at a rate greater than one and one-half (1½) times the regular straight time hourly rate of pay.

#### **SECTION 5**

The Authority may establish four (4) day work weeks (a combination of hours totaling forty (40) hours per week within four (4) working days). Bus operators assigned to four (4) day runs will receive overtime pay under this article only for work they perform after their regularly scheduled run.

**ARTICLE 34 (MOVED TO ARTICLE 41)**

**ARTICLE 35 - PART-TIME EMPLOYEES**

**SECTION 1**

- A. The AUTHORITY shall be permitted to hire part-time employees in accordance with the provisions set forth below, effective April 1, 1996.
- B. Part-time employees shall be covered under the Agreement dealing with UNION membership, representation, grievance procedure and arbitration.
- C. The AUTHORITY will be permitted to employ a maximum of six (6) part-time employees who will be able to work, at the discretion of the AUTHORITY, in either the Operations or Maintenance Departments.
- D. Part-time employees probationary period will be ninety (90) work days.
- E. Part-time employees hired by the AUTHORITY on or after 4/1/96 shall be paid the same as outlined in Article 34, Section 1.
- F. Part-time employees will not be eligible for paid sick leave or other fringe benefits applicable to full-time employees, except as provided herein.
- G. Part-time employees will be paid for all time which they are required to perform part-time duties. Part-time employees will not be eligible for time or pay guaranties or penalty pay provisions.
- H. Part-time employees will be covered by the provisions of the Social Security Act.
- I. Part-time employees shall accrue Part-time seniority from the date and time an employee completes the operator training program.
- J. Part-time employees will be furnished free transportation over the lines operated by the AUTHORITY. Free transportation will be provided to their immediate family.
- K. Part-time employees shall forfeit their seniority on the part-time employees list when accepted as a full-time employee and shall be placed at the bottom of the full-time employees list in either department they are selected for full-time.
- L. Part-time employees shall be subject to the same physical examination requirements as full-time employees.
- M. No full-time employee shall be laid off while part-time employees are employed.
- N. Part-time employees shall work a maximum of thirty (30) hours per week and can be used at the AUTHORITY'S discretion after the Extra Board is exhausted.
- O. Part-time employees shall be eligible to work trippers and rotate on the Extra Board.
- P. Employees who are terminated for cause or quit without fulfilling a two-weeks' working notice, and are reemployed at a later date, shall not be reinstated at the prior rate of pay or wage

rate, and shall lose all prior seniority. Notwithstanding this Section, the AUTHORITY is under no obligation to reemploy.

Q. Employees who resign and fulfil the two-weeks' working notice, and are reemployed within one (1) year, can return in the progressive scale they occupied when they left but will still lose all prior seniority. Notwithstanding this Section, the AUTHORITY is under no obligation to reemploy.

## **ARTICLE 36 - SENIORITY MAINTENANCE EMPLOYEES PROVISIONS RELATING TO MAINTENANCE DEPARTMENT**

### **SECTION 1**

The seniority date of all maintenance employees employed after the effective date of this Agreement shall be from the hour and date of hire.

### **SECTION 2**

An employee assigned to the Maintenance Department shall be assigned to the Mechanic or Service Worker, or Utility Worker classification. The general duties of each grade within classification are provided in Sections 3 through 8 of this Article. The AUTHORITY will provide ongoing training for Maintenance personnel. Mechanics may be required to pull vaults in the event no service worker is available.

### **SECTION 3**

Certain regular repairs and preventative maintenance inspections may need to be performed on occasion by an employee in either the Mechanic "A" or Mechanic "B" grade. Examples of such work include but are not limited to:

- Tire Change
- Steam Cleaning
- Lubrication Services
- Bus Fueling if needed when no Service Worker is Available
- Checking fluid levels if needed when no Service Worker is available
- Minor Body work and interior/exterior coach repairs

### **SECTION 4**

In order to provide an employee with the opportunity to attain the skill level of the next higher classification/grade, an employee for training purposes only will from time to time be assigned work which would normally be performed by an employee in a higher classification. This work will be assigned under the supervision of a shift supervisor and such assignment will not result in the assigned employee being paid at the rate of pay of a higher classification/grade except as provided in Article 40.

### **SECTION 5**

'A'- Mechanics perform all levels of preventative maintenance and repairs to transit coach and bus equipment. This employee must be able to diagnose, repair, and/or replace any subsystem including but not limited to:

- Axles
- Steering, steering gears and suspension
- Charging and other electrical equipment
- Engine
- Transmission
- Air conditioning
- Brake Systems
- Hydraulic systems, including steering and wheel chair lift apparatus

'A'- Mechanics will not be required to work on the following subsystems:

- AVAIL systems
- GPS
- Fareboxes
- Two-way radio
- Destination Signs
- Front, side, internal, external recording devices and cameras
- Speakers, Public Address system
- ITS

'A' Mechanics will make the initial diagnosis and recommendation as to whether it is a sub-system issue; the supervisor will make the final determination.

## **SECTION 6**

'B'-Mechanics perform preventative maintenance and repairs to transit coach and bus equipment. This employee must be able to repair and/or replace any subsystem including but not limited to:

- Steering and suspension
- Charging and other electrical equipment
- Brakes
- Transmission replacement

'B'-Mechanics will not be required to work on the following subsystems:

- AVAIL systems
- GPS
- Fareboxes
- Two-way radio
- Destination Signs
- Front, side, internal, external recording devices and cameras

- Speakers, Public Address system
- ITS

'B' Mechanics will make the initial diagnosis and recommendation as to whether it is a sub-system issue; the supervisor will make the final determination.

#### **SECTION 7**

A Service Worker performs comparatively routine work such as, but not limited to fueling, steam cleaning, vehicle washing and cleaning, checking of fluid levels, bus detailing, jump starting buses, and general upkeep of the shelters and stops.

#### **SECTION 8**

A Utility Worker performs janitorial cleaning for all buildings and facilities, such as, but not limited to, bus sanitizing and service island fleet cleaning, painting and minor facility repairs, moving filing cabinets, furniture and other items, and other duties as assigned. Unlike all other maintenance positions, this position does not require a CDL License.

### **ARTICLE 37 - WORK WEEK / WORK DAYS / DAYS OFF PROVISIONS RELATING TO MAINTENANCE DEPARTMENT**

#### **SECTION 1**

The normal hours of work for employees in the maintenance department shall consist of five (5) days per week and eight (8) hours per day.

#### **SECTION 2**

All maintenance employees shall be entitled to at least two (2) days off each week. The AUTHORITY will make reasonable effort considering its maintenance requirements to provide consecutive days off for as many employees as possible. The AUTHORITY shall designate the number of employees that can be off in any one day.

#### **SECTION 3**

This ARTICLE is intended to provide a basis for establishing normal work schedules and shall not be construed as a guarantee of hours of work per day or per week.

### **ARTICLE 38 - ASSIGNMENT OF WORK PROVISIONS RELATING TO MAINTENANCE DEPARTMENT**

#### **SECTION 1**

At such times as the AUTHORITY deems necessary, it will determine and schedule the number of maintenance employees needed in each classification on each of its shifts, including the days off of each of its shifts. Such information shall be posted on the bulletin board. The AUTHORITY will make reasonable effort considering its maintenance requirements to schedule days off consecutively.

#### **SECTION 2**

There shall be a general selection and assignment of work shifts the first day of the first pay period of months of March, July and November, and, at all other reasonable times as the AUTHORITY may deem necessary. Maintenance employees will choose their work shifts, including the established days off, in accordance with their classification seniority. A bulletin identifying the specific work shifts and days off will be posted seven (7) days prior to the selection of work. Each maintenance employee will be assigned a time slot and have fifteen (15) minutes to select their work shift. If a maintenance employee is not available during their assigned time slot, the employee can submit a shift selection sheet.

### **SECTION 3**

It is the general policy of the AUTHORITY to, in accordance with its maintenance needs, use its maintenance employees for work for which they may be best qualified, reserving to the AUTHORITY the right to judge qualifications, fitness, and ability of the employee, and to assign such employee to such work as it may deem necessary. Maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignments well and efficiently.

### **SECTION 4**

Overtime will be assigned using Classification seniority: Mechanic, Service Worker, and Utility Worker. Two overtime lists will be used for each Classification: Supplemental List and Seniority List.

The Supplemental list is a voluntary list of employees who wish to work overtime. Employees who wish to be on this list must sign up during the general selection and assignment of work shifts (the pick).

The Seniority list includes all employees in the classification who are not on the Supplemental list.

When distributing/assigning overtime, the Supplemental list will be used first. Eligible employees will be contacted in order of classification seniority. If an employee declines, or no response is received within 15 minutes, the next eligible person on the list will be contacted. Once the Supplemental list is exhausted, the Seniority list will be used. Once work is assigned, it is the employees' duty to perform the work.

In the event both lists are exhausted with no employee commitments, the AUTHORITY shall have the right to call the junior employee eligible to perform the work.

Employees who are off work for any reason are not eligible to work overtime.

The AUTHORITY agrees to post a no-call list. Employees may sign a no call list if they do not wish to be contacted for overtime or extra work. The AUTHORITY reserves the right to mandate employees to work overtime.

### **SECTION 5**

Mechanics and Service Workers are required to keep their work areas neat and in order, and to clean area and tools after individual assignment. Mechanics are required to mop areas. Those persons classified as mechanics in this category include: Class A and Class B.

### **SECTION 6**

Routine maintenance and repair of AUTHORITY revenue vehicles previously performed by AUTHORITY employees shall continue to be performed by AUTHORITY employees, except for major rebuilds.

**SECTION 7**

When AUTHORITY vehicles are in revenue service, a maintenance employee shall be on duty.

**ARTICLE 39 - PROMOTIONS / VACANCIES / NEW POSITIONS PROVISIONS  
RELATING TO MAINTENANCE DEPARTMENT**

**SECTION 1**

When the AUTHORITY shall determine that a vacancy exists or a new position is created in any of the work classifications of the maintenance department, it shall be the policy of the AUTHORITY to fill such vacancy or new position from the ranks of its employees who bid thereon, on the basis of seniority; provided, however, the AUTHORITY shall be the sole judge of the ability, qualifications and fitness of the employee involved to perform such work as the new position or vacancy may require.

**SECTION 2**

Notice of any vacancy or new position to be filled, as aforesaid, shall be posted by bulletin not later than three (3) days after said vacancy occurs or said new position is created. Said bulletin shall state the time the work shifts start and finish, the lunch period involved, if any, and other pertinent information, if such is necessary. The bulletin shall remain posted for three (3) consecutive days and the senior maintenance employee in the respective classification signing thereon shall be assigned thereto subject to all the other conditions as set out in this article.

**ARTICLE 40 - TEMPORARY TRANSFERS PROVISIONS RELATING TO  
MAINTENANCE DEPARTMENT**

**SECTION 1**

When a maintenance employee, for one (1) day or more, is taken off his regular classification assignment to replace an employee in a classification assignment affording a higher rate of pay, such employee shall for that day or days so temporarily transferred receive the rate of pay attached to the classification affording the higher rate of pay. If such an employee in a classification assignment is assigned by the AUTHORITY for any period to a classification assignment affording a lower rate of pay, they shall receive the rate of pay of their regular classification assignment. Temporary assignments will be for a maximum of sixty (60) days not to exceed a general pick.

## ARTICLE 41 - JOB CLASSIFICATION AND WAGE RATES

### SECTION 1

The following job classifications and wage rates will apply:

Department	Classification	July 1, 2024	July 1, 2025	July 1, 2026
Transportation	Bus Operator	\$27.66	\$28.63	\$29.63
Maintenance	'A'-Mechanic	\$30.48	\$31.55	\$32.66
Maintenance	'B'-Mechanic	\$27.76	\$28.73	\$29.73
Maintenance	Service Worker	\$24.70	\$25.56	\$26.45
Maintenance	Utility Worker	\$23.40	\$24.22	\$25.07

The AUTHORITY reserves the right to increase any of the wage rate(s) referenced above upon notice to the Union.

Maintenance employees shift differential:

- \$0.25 per hour for the second shift
- \$0.50 per hour for the third shift

### SECTION 2

**Progression Rates:** All Bargaining Unit Employees (except Mechanics) shall be paid as follows:

Months 0 - 6	80% of current classification
Months 7 - 12	85% of current classification
Months 13 - 18	90% of current classification
Months 19 - 24	95% of current classification
Thereafter	100% of current classification

Progression rate determined upon top base rate.

These increases shall be granted on the employee's applicable anniversary date provided that they work at least ninety percent (90%) of their scheduled work hours during the prior period, vacations and sickness excluded. Employees failing to meet this requirement will remain at their current pay rate until such time as they meet the ninety percent (90%) minimum.

### SECTION 3

The UNION and the AUTHORITY agree to discuss a Master Mechanic Position and Apprenticeship Program. The establishment of these programs will be a mutual partnership and will require mutual agreement to be established.

## **ARTICLE 42 - NOTICES**

### **SECTION 1**

Notices permitted or required to be served under the terms of this Agreement, unless otherwise specified, shall be sufficiently served for all purposes herein when mailed by registered mail, postage prepaid return receipt requested, as follows:

Lextran - Transit Authority of Lexington-Fayette Urban County Government  
200 West Loudon Avenue  
Lexington, Kentucky 40508

TO: \_\_\_\_\_

Secretary

Amalgamated Transit Union Local 639

And the date of receipt of such notice shall be the controlling date for all purposes hereunder. Any party to this Agreement may give a change of address to the other party by written notice, and unless such notice is given to the other party, the mailing address as set forth herein shall be considered sufficient for all purposes. Notices may be delivered in person, but in such an event, proof of such delivery by the person receiving such notice must show the day and hour on the original and all copies of such notice.

## **ARTICLE 43 - WAGE RE-OPENING**

### **SECTION 1**

In the event of a declaration of war by the Congress of the United States during the term of this Agreement, either party may open the wage provisions of this Agreement for negotiations upon giving the other party sixty (60) day's notice in writing, or a desire to do so. If after the parties have negotiated for a period of sixty (60) days, and are unable to arrive at an agreement concerning the wages, then the matter will be submitted to arbitration in accordance with the provisions of the Contract.

## **ARTICLE 44 - WAIVERS**

### **SECTION 1**

The waiver or breach of any condition of this Agreement by the parties hereto shall not constitute a precedent for any subsequent waiver or breach of condition.

## **ARTICLE 45 - SEPARABILITY**

**SECTION 1**

This Agreement shall be subject to and subordinate in all respects to any present or subsequent Federal or State law or regulation to the extent that any of the provisions herein contained are in conflict therewith. Such provisions or portions thereof shall become null and void and the remaining portions shall remain in full force and effect.

**ARTICLE 46 - DURATION OF AGREEMENT**

**SECTION 1**

This Agreement shall be in full force and effective from July 1, 2024, to June 30, 2027, both dates inclusive, and from year to year thereafter unless changed or terminated and herein provided. Either party desiring to negotiate any changes or modification to become effective at the end of the initial term or any extension thereof, or desiring to terminate this Agreement, shall notify the other party in writing of its desire, not less than ninety (90) days prior to the expiration date of the initial term, or any extension thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new Agreement.

**SECTION 2**

If no agreement shall have been reached by the parties within thirty (30) days from the expiration of said term of this Agreement, the Federal Mediation and Conciliation Service and state agency, established to mediate and conciliate disputes within the State, shall be notified of the existence of a dispute as provided in the Impasse Resolution Agreement (Appendix A) between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this 25<sup>th</sup> day of October in the year of our Lord, 2024.

**TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: [Signature]

General Manager

BY: [Signature]

Assistant General Manager

ATTEST: [Signature]

**DIVISION NO. 639, AMALGAMATED TRANSIT UNION, AFL-CIO**

BY: [Signature]

President

BY: [Signature]

Secretary/Treasurer VP

## VAN OPERATORS SIDE AGREEMENT

**DEFINITION:** A Van Operator is defined as any individual employee operating in revenue service in any passenger carrying vehicle which is 28 feet in length or smaller. Van operators will operate vans only and shall maintain their seniority list within the Operations Department. No van operator shall operate any work heretofore normally and regularly performed by Bus Operators of the Bargaining Unit. Also, no Bus Operator shall lose their jobs as a result of this new service.

**SECTION 1.** The AUTHORITY shall be permitted to hire Van operators in accordance with the provisions set forth below, effective April 1, 1994.

- A. Van operators shall be covered under the SECTION of this Agreement dealing with UNION membership, UNION representation, grievance procedure, and arbitration.
- B. Van operators probationary period will be 720 hours worked or 180 days, whichever is greater.
- C. All Van operators hired by the AUTHORITY on or after April 1, 1994 shall be paid as follows: Fifty percent (50%) of current top Bus Operator rate.
- D. Van operators will not be eligible for paid leave or other fringe benefits applicable to full-time operators, except as specifically provided herein.
- E. Van operators shall be paid for all time during which they are required by the AUTHORITY to perform duties. Van operators will not be eligible for time or pay guarantees or for penalty pay provisions.
- F. In accordance with requirements of the law, van operators will be covered by the provisions of the Social Security Act.
- G. A van operator who applies for and is accepted for employment as a full-time Bus Operator or maintenance employee shall for all purposes accrue seniority for service only from the date of hire as a regular full-time employee.
- H. Van operators shall be furnished free transportation over the lines operated by the AUTHORITY. Free transportation shall not be provided to their immediate family.
- I. The training period for van operators will be completed when Management has determined that the van operator is proficient on all routes.
- J. Van operators seeking full-time positions with the AUTHORITY shall apply for such positions according to AUTHORITY hiring procedures. Van operators who qualify for and accept a position as a full-time Bus Operator or maintenance employee, shall forfeit their seniority on the Van operator's list and shall be placed at the bottom of the applicable full-time employee's seniority list.
- K. Van operators shall be subject to the same physical examination requirements as full-time operators.
- L. Van operators shall not work more than twenty-five (25) hours per week.

When the AUTHORITY wishes to utilize Van operators as part of its operations, the language above will be reactivated and become a part of the Collective Bargaining Agreement. After the Van operator language is reinstalled in the Agreement, the parties will reconvene to discuss the implementation of this provision.



**RESOLUTION 2024-25**  
**TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**OCTOBER 23, 2024**

**WHEREAS**, the collective bargaining agreement for the period July 1, 2024 through June 30, 2027, between the Transit Authority of Lexington-Fayette Urban County Government (Lextran) and the Amalgamated Transit Union, AFL-CIO Local #639 has been ratified by majority vote of the Union's local members; and

**WHEREAS**, the Board of Directors of the Transit Authority of Lexington-Fayette Urban County Government agrees with the terms of the collective bargaining agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby adopts the collective bargaining agreement as written and directs the General Manager to execute the contract, which is incorporated herein by reference.

Thurston  
MOTION

Ward  
SECOND

Stanley Paul  
CHAIRPERSON

10.23.24  
DATE