

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMALGAMATED TRANSIT UNION LOCAL 1220

AND

CITY OF CHARLOTTESVILLE, VIRGINIA

TRANSIT BARGAINING UNIT



EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027



TABLE OF CONTENTS

ARTICLE 1	4
MEMORANDUM OF AGREEMENT	4
ARTICLE 2	4
RECOGNITION	4
ARTICLE 3	4
BARGAINING UNIT WORK	4
ARTICLE 4	5
NON-DISCRIMINATION	5
ARTICLE 5	5
UNION RIGHTS	5
ARTICLE 6	6
UNION LEAVE	6
ARTICLE 7	7
MANAGEMENT RIGHTS	7
ARTICLE 8	8
LABOR-MANAGEMENT COMMITTEE	8
ARTICLE 9	8
MEMBERSHIP DUES AND CHECK OFF	8
ARTICLE 10	9
NO STRIKE/NO LOCKOUT	9
ARTICLE 11	9
LAYOFF AND RECALL	9
ARTICLE 12	10
SENIORITY	10
ARTICLE 13	11
PROBATIONARY PERIOD	11
ARTICLE 14	11
DISCIPLINE	11
ARTICLE 15	13
SHARING OF INFORMATION	13
ARTICLE 16	14
PERSONNEL RECORDS	14
ARTICLE 17	14
DISPUTES AND ARBITRATION	14
ARTICLE 18	18
LEAVES OF ABSENCE	18

ARTICLE 19	19
RESTROOM ACCESS.....	19
ARTICLE 20	19
SAFETY	19
ARTICLE 21	20
UNIFORMS	20
ARTICLE 22	21
TOOL AND BOOT ALLOWANCE.....	21
ARTICLE 23	21
WORK HOURS AND SELECTION.....	21
ARTICLE 24	22
SAFE AND SICK LEAVE	22
ARTICLE 25	23
VACATION	23
ARTICLE 26	24
HOLIDAYS	24
ARTICLE 27	25
INSURANCE	25
ARTICLE 28	25
EMPLOYEE ASSISTANCE PROGRAM AND SUBSTANCE ABUSE.....	25
ARTICLE 29	26
PUPIL TRANSPORTATION.....	26
ARTICLE 30	26
WAGES AND INCENTIVES.....	26
ARTICLE 31	29
OVERTIME	29
ARTICLE 32	30
RETIREMENT	30
ARTICLE 33	30
OTHER FRINGE BENEFITS	30
ARTICLE 34	30
SEPARABILITY AND SAVINGS.....	30
ARTICLE 35	31
TERM OF AGREEMENT	31
SIDE LETTER 1	32
FULL TIME PUPIL TRANSPORTATION WORK.....	32

ARTICLE 1
MEMORANDUM OF AGREEMENT

- A. This Agreement is by and between the City of Charlottesville, Virginia (“City”) and the Amalgamated Transit Union Local 1220 (“Union”), collectively referred to as the “Parties.”
- B. This Agreement is intended to establish and maintain a constructive relationship in which the City, the Union and the represented employees work together to achieve shared success.
- C. Written communications by and between the Union and the City will be answered promptly as circumstances allow, with each party seeking to respond within ten (10) business days from receipt. In the event either party is not able to respond to a communication within ten (10) business days, it will acknowledge receipt of the communication and advise that it will respond as soon as practical.
- D. Unless specifically stated otherwise herein, all days referred to in this Agreement are calendar days, meaning each day of the calendar year.

ARTICLE 2
RECOGNITION

The City, pursuant to the June 14, 2023 Decision and Certification of Representative in Case R002, recognizes the Union as the sole and exclusive bargaining agent of the Transit bargaining unit for the purpose of collective bargaining with respect to terms and conditions of employment as defined in the City of Charlottesville Collective Bargaining Ordinance (“CBO”). Per Section 19-204 (c) of the CBO, the Transit bargaining unit consists of all full-time and part-time operators and maintenance employees of the Charlottesville Area Transit and the Pupil Transportation Department. Specifically, the Transit bargaining unit includes Parts Managers, School Bus Aides, Transit Bus Technicians, Transit Maintenance Workers, Transit Maintenance Worker Leads, Transit Operators, and Transit Operator Leads, except those excluded by definition under Section 19-202.

ARTICLE 3
BARGAINING UNIT WORK

- A. Work regularly and customarily performed by a member of the bargaining unit shall not be performed by a supervisor or other non-union City employee to the extent that it erodes the bargaining unit or results in a bargaining unit employee being laid off or removed from a classification. The City shall not end recruiting for any open, budgeted positions as a result of using a temporary worker.

- B. The Parties expressly recognize that supervisors or other non-union City employees may perform duties typically performed by members of the bargaining unit in the following circumstances:
- in the event of an emergency;
 - for the purpose of training employees, providing instructions, or to demonstrate the proper method of accomplishing the task assigned;
 - when necessary to provide lunch and/or break relief;
 - to avoid mandatory overtime;
 - to allow the release of employees for approved Union or other activities;
 - to provide coverage in the event of a no-show; or
 - after the work has been offered to unit employees who have declined to perform the work.

ARTICLE 4 NON-DISCRIMINATION

- A. The City and the Union each agree that they will not discriminate against any individual with respect to terms, conditions and privileges of employment, because of such individuals' race, color, religion, marital status, sex, pregnancy, gender identity or expression, sexual orientation, genetic characteristics, national origin, age, disability, union activities (as outlined by the CBO), veteran or military status, or any other status protected by applicable law.
- B. Alleged violations of this Article shall not be subject to any grievance or arbitration procedures provided for in this Agreement. Allegations of discrimination may be brought through the City's generally applicable grievance procedure (as outlined in the City's Personnel Policies) or through any other remedy provided by applicable law.

ARTICLE 5 UNION RIGHTS

- A. All business pertaining to this Agreement shall be transacted between the properly designated officers or agents of the City and duly elected and/or appointed officers and agents of the Union. The Union will furnish the City with a list of all officers, stewards and committee members and will promptly notify the City of any changes. The Union may appoint officers, stewards, and committee members in accordance with its own internal bylaws, however, the City shall recognize no more than five (5) Union stewards under this Agreement.
- B. The City shall notify the Union of the employment of new employees prior to their entering into active service. The City shall make available to the designated Union representative(s) an

opportunity to introduce themselves for a new-member orientation during the initial training period for new employees, for a period of no less than thirty (30) minutes. The actual time and place for such orientation will be mutually agreed upon by the City and the Union.

- C. The City shall provide bulletin boards in the Avon Street lounge, the Pupil Transportation break room, the hostler lounge, and the maintenance department break room for the Union's sole and exclusive use. Notices to employees may be placed on the Union board by union officers or stewards. Such notices must pertain to official Union business and must not contain any inflammatory material. If the City believes a Union posting to be inappropriate, it will notify the Union and the Parties will meet and confer regarding appropriate next steps.
- D. The City shall provide a space for Union representatives to maintain a desk and filing cabinet to be used for Union business. The Union may, in its discretion, install its own locks for its filing cabinet and/or drawers. The Union agrees to keep its workspace clean and to maintain the space in compliance with all fire and safety standards. The Union agrees that it will not have its mail or packages directed to be delivered to this space.
- E. Representatives of the Union, including representatives of the International Union, shall be permitted access to the Avon Street lounge and meeting room, the Pupil Transportation break room, and the maintenance department break room with advance notice to the Director of Transit or their designee for the purpose of determining that the Agreement is being observed and for the adjustment of complaints and Disputes with the City during normal business hours. Access outside normal business hours may be coordinated with the Director of Transit or designee.
- F. The Union may reserve space in which to hold membership meetings by making a request to the City's Labor Relations Manager. Requests to reserve space for a membership meeting will not be unreasonably denied by the City. Regardless of the location or time of such a membership meeting, employees in attendance must be on a break or off-duty status.

ARTICLE 6 UNION LEAVE

- A. The City will authorize up to four (4) members of the ATU negotiating committee to be released from a scheduled shift without loss of pay or charge to their leave bank ("Official Time") for the purpose of participating in scheduled collective bargaining negotiations for a successor Agreement. Negotiating committee members may request to be released up to one hour before and one hour after each scheduled bargaining session, if needed. This leave must be approved and communicated through the normal scheduling procedures at least seven (7) days in advance. Time spent in Official Time will not be counted as hours of work for the purpose of calculating an employee's eligibility for overtime pay.

- B. The City shall permit Union officers and/or representatives to use paid Official Time without drawing down the Union Leave Bank (as described below) for the purpose of attending mutually-scheduled meetings with the City, including labor-management relations meetings, serving as a member-requested Union representative at disciplinary meetings and investigations, attending joint meetings related to Disputes as defined in Article 17 of this Agreement, and attending bid picks.
- C. A Union Leave Bank will be created for use by Union officers and representatives to allow for Official Time to conduct union business related to administering this Agreement (to the extent not covered by subsection B above). The City shall contribute up to fifty (50) hours of leave to the Union Leave Bank as of July 1 of each contract year. Bargaining unit members may donate additional leave to the Union Leave Bank from their own vacation leave bank at any time. The Union Leave Bank may accrue up to a maximum of one hundred (100) hours of leave, and any excess in the Union Leave Bank at the end of the fiscal year shall carry over to the next year so long as the total amount of time in the Union Leave Bank does not exceed the one hundred (100) hour maximum. Union Leave Bank hours must be used in a minimum increment of one-half (0.5) hour. To the greatest extent possible, this leave must be approved and communicated through the normal scheduling procedures at least seven (7) days in advance. Time spent in Official Time under this Paragraph will not be counted as hours of work for the purpose of calculating an employee's eligibility for overtime pay.
- D. The City shall provide unpaid time off to the designated Union stewards upon request by the Union's Business Agent or designee for other Union business including but not limited to workshops, seminars, conferences, or conventions. This leave must be approved and communicated through the normal scheduling procedures.
- E. The City shall grant Union Business Leave under this subsection upon advance written request to up to one member of the Union who may be elected or appointed to any full-time Union office. Upon retiring from said office, the employee shall return with their place formerly held in the service of the City with seniority rights continuing.

ARTICLE 7 MANAGEMENT RIGHTS

Except as modified or restricted by a specific provision of this Agreement, all governmental, managerial, and administrative prerogatives and functions conferred upon the City inherently and by Chapter 19, Article VII, Collective Bargaining (§§ 19-201 *et seq.*) as amended are retained and vested exclusively in the City.

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

- A. There shall be a Labor-Management Committee (“Committee”) consisting of no more than three (3) Union representatives appointed by the Union and no more than three (3) City representatives appointed by the City. Each party may designate two (2) alternates.
- B. The Committee shall meet at least quarterly at mutually selected times to discuss matters relevant to the Parties. Either party may refer a matter to the Committee. Meeting subjects may include, but are not limited to:
- discussion on the implementation and general administration of this Agreement;
 - discussion of matters of mutual concern; and
 - a sharing of general information of interest between the Parties.
- C. It is the intent of the Parties that the Committee reach consensus and provide recommendations to the Union and the City. The Committee shall not have the power or authority to add to, subtract from, or amend any existing collective bargaining agreement between the Parties. Discussions of the Committee are not considered to be collective bargaining under Charlottesville Code of Ordinances Section 19-201 *et seq.*, and a lack of consensus among the Committee members shall not be subject to any statutory impasse resolution procedure.

ARTICLE 9
MEMBERSHIP DUES AND CHECK OFF

- A. Upon receipt of a signed, written authorization form from an employee, duly executed and dated, the City agrees to deduct from the wages of such employee the regular monthly membership dues, initiation fees, or other authorized assessments of the Union as indicated on the authorization form and to forward the aggregate deductions of all employee fees, dues, or assessments to the Union on or before the fifteenth (15th) day of the month following the date in which dues are withheld from wages. Monthly membership dues shall be deducted from employees’ pay in equal installments from each biweekly paycheck. The City shall have no obligation to make deductions absent a signed authorization form or in the event that the City receives a subsequent written notification from the employee that they have revoked their authorization.
- B. The Union shall notify the City at least thirty (30) days prior to any change in the amount of Union dues.
- C. Upon receipt of a signed, written authorization, the City agrees to deduct from the wages of such employee contributions to the ATU Committee on Political Education (COPE) and

forward the same to the Union by the fifteenth (15th) day of each month. Such contributions shall be deducted in equal installments from each biweekly paycheck. The City shall have no obligation to make deductions absent a signed authorization form or in the event that the City receives a subsequent written notification from the employee that they have revoked their authorization to deduct COPE contributions.

- D. The Union shall indemnify and hold the City harmless against any and all claims, grievances, arbitrations, suits, orders, attachments, judgments, or other proceedings brought or issued against the City as a result of its participation in enforcement of this Article. The Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the Union. Further, the City shall have no responsibility to resolve disputes between the Union and represented employees concerning Union membership or dues deduction.
- E. In the event union security clauses become legally permissible for municipal employees in Virginia, the Parties agree to engage in limited negotiations related to the application of that change in law, if any. In any such negotiations, the City may refuse to bargain regarding any proposed change that is not otherwise negotiable under the CBO.

ARTICLE 10 NO STRIKE/NO LOCKOUT

- A. The Union agrees that there shall be no strike during the term of this Agreement. "Strike" as used herein means any organized and intentional stoppage or slowdown of work by employees, including sit-downs, walkouts, slowdowns, sick outs, call outs, or any other concerted interference with work.
- B. The City agrees that there shall be no lockout of the employees covered by this Agreement.
- C. The Union shall not be held liable under this Agreement for any unsanctioned actions taken by individual employees. Should any unsanctioned actions take place, the Union agrees to cooperate with the City to stop such action.

ARTICLE 11 LAYOFF AND RECALL

- A. Should a layoff become necessary, it will be handled in reverse seniority order within each job classification subject to the layoff, based on the individual's date of hire in the Department of Transit. No employee outside of the classification subject to the layoff will be affected by the layoff. Each affected employee will be provided as much advance notice as is reasonable in the circumstances, with a copy of the notice provided on the same day to the Union.

- B. Employees who have been laid off will be placed on a recall list, which will expire two (2) years after the layoff. When the City determines there is a need to fill vacancies in a classification from which employees are laid off, they shall be recalled from the list in seniority order.
- C. The City shall contact a recalled employee by phone and certified mail to their last known address. Laid off employees shall have fourteen (14) days from mailing of the notification to report back for work. Employees failing to return shall be removed from the recall list. Returning employees shall maintain all seniority rights enjoyed prior to being laid off.

ARTICLE 12 SENIORITY

- A. **Seniority.** For the purposes of this Agreement, unless otherwise specified, "Seniority" shall mean Position Seniority. Position Seniority is measured from the date the employee first completes all training necessary to begin the job duties for the position for which they are entering within the Department. The Department shall maintain separate seniority lists for full-time and part-time employees. The Department shall determine seniority for the "Transit Operator" position without differentiating whether an individual has served on the Transit or Pupil division in the Department's operations.
- B. When a part-time employee accepts a full-time position with the Department, the Department will credit them for their seniority at fifty percent (50%) of the actual years of part-time service in the relevant position, up to a maximum of five (5) years.
- C. Should two (2) or more employees tie in seniority dates, the employee who submitted the earlier application for the position in question in the Department shall be considered to have more seniority. If multiple employees applied for the position in question on the same day, the employee with the higher last four (4) digits of their Social Security number shall be considered more senior.
- D. Employees taking promotions outside the bargaining unit or a transfer to another position within the City (whether or not in a bargaining unit) shall have three (3) months to return to their previous position without loss of seniority so long as a position is vacant and available. Such employees returning to their previous bargaining unit position after three (3) months shall receive a seniority date reflecting the date they entered the position pursuant to section (A) above.
- E. When positions become available within the Department, such positions shall be posted internally prior to being advertised publicly in order to provide bargaining unit employees notice of their ability to apply for such positions.

- F. Incumbent employment with the City shall be considered when bargaining unit employees submit an application to be considered for hire in another bargaining unit position, however, such incumbent status will not be determinative. Internal transfers for Transit Operators between the Transit and Pupil divisions will be considered, if the necessary licensure requirements are met. The City maintains its management right to hire, promote, transfer, and assign all employees. Employees who transfer within the Department may be required to undergo training for their new position, however, will not be subject to the full pre-employment onboarding process.

ARTICLE 13 PROBATIONARY PERIOD

The City maintains the right to take disciplinary actions up to and including termination for probationary employees, as that term is used in the City's personnel policies and regulations, as outlined in the CBO Section 19-203(c)(5).

ARTICLE 14 DISCIPLINE

- A. The provisions of this Article shall not apply to probationary employees.
- B. No employee will be disciplined without just cause. Discipline is intended to be corrective, not punitive. The City subscribes to and will utilize the principles of progressive discipline. Attendance violations shall be judged separately and shall not be used in conjunction with other violations for the purposes of progressive discipline. The following steps shall generally be followed:
- Verbal (Oral Warning)
 - Written Reprimand or Warning
 - Suspension (with or without pay)/Demotion
 - Termination (Discharge)

Depending on the circumstances of a particular incident or infraction, the City may deem it appropriate to omit or accelerate steps. For example, the City reserves the right to terminate an employee immediately and without prior warning should the employee commit a serious safety violation or commit an infraction that indicates wanton disregard for City policies.

- C. An employee is entitled to request that a Union representative be present at any interview which may reasonably lead to discipline for that employee. The City will notify an employee of this right in writing. Union representatives present for an interview may consult with the employee or assist the employee but may not be unreasonably disruptive to the interview

process, cannot answer questions on behalf of the employee, and cannot tell the employee what to say. If a Union representative is not available at the time of the employee's request, the City will either delay the meeting until a Union representative can be located, provide the option of continuing without a Union representative, or end the interview. The City will not delay an interview due to an employee's request for a specific Union representative.

- D. The Department of Transit or Human Resources, as applicable, shall provide a written *Garrity* warning if it intends to question an employee in the scope of their employment about matters which are likely to lead to a discussion of the employee's potential criminal conduct.
- E. The City may place a subject employee on administrative leave during a disciplinary investigation. All such administrative leave shall be treated as fully paid time, and no employee shall suffer any loss of benefits as a result of being placed on administrative leave. Investigations shall be done as promptly as reasonably possible according to the circumstances.
- F. When the City intends to take disciplinary action involving discharge, suspension without pay, or a reduction in pay or rank, the City shall notify the employee and the Union in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at an informal hearing. This pre-disciplinary hearing shall be held prior to any final disciplinary action unless the employee waives the hearing or refuses to attend.
- G. Following the pre-disciplinary hearing, the City will provide the employee and the Union a copy of a written decision with specific reasons for any disciplinary action within ten (10) business days of the pre-disciplinary hearing. If circumstances dictate that more time is needed, the City shall notify the Union of the extension prior to the expiration of the ten (10) business-day period.
- H. Disciplinary time off will generally be served on consecutive workdays. At an employee's request or if operational needs require, disciplinary time off may be served on non-consecutive workdays. If the City requires an employee to return early from a disciplinary suspension, the remaining balance of the suspension shall be treated as a "working suspension" (*i.e.*, the employee will be paid for time worked and will not be required to serve the remainder of the suspension, but the full length of the suspension will remain in the employee's disciplinary file).
- I. Discipline for attendance-related issues older than twelve (12) months may not be considered in deciding future penalties and will not be used as a basis for progressive discipline. Disciplines for non-attendance issues older than twenty-four (24) months may not be considered in deciding future penalties and will not be used as a basis for progressive discipline.
- J. The use of electronic recordings shall be subject to the following provisions:

- i. The City shall not arbitrarily review audio, video data, or other electronic monitoring devices for the purpose of discovering policy violations. However, the City reserves the right to review audio, video, or other electronic monitoring data where there is cause for such review, and to discipline employees based upon infractions discovered. If cause for review of such data exists, the City will limit the amount of data reviewed in a manner which is reasonably targeted toward and proportional to the purpose of the review. The Union will be allowed to review any recording which forms the basis of a disciplinary action.
 - ii. During the term of this Agreement, artificial intelligence technology shall not be used for disciplinary purposes.
- K. The City shall not require, request, or suggest that an employee or applicant take a polygraph or any other form of lie detector test.

ARTICLE 15 SHARING OF INFORMATION

- A. The Union or the City may request and promptly receive from the other party such information as is necessary to conduct contract negotiations, evaluate grievances, and for contract administration. Requests for information must be made in good faith.
- B. If the response to a request for information requires the production of a large quantity of information or requires a burdensome amount of labor to compile, the party producing the information may request the reimbursement of reasonable costs related to responding to the request.
- C. Union representatives shall have access to safety data sheets relating to hazards which are used by, stored by, or made available to bargaining unit employees upon request.
- D. The City shall provide to the Union a current bargaining unit employee roster no later than the fifteenth (15th) of each month. The list provided to the Union shall contain contact information (address, telephone numbers, and email address, if applicable) and each employee's date of hire with the City. The City shall notify the Union of new hires, terminations, resignations, retirements, promotions, and demotions.

ARTICLE 16 PERSONNEL RECORDS

The City shall maintain one or more official personnel files for each member employee. The City may retain and store records in various formats, including as electronically imaged documents. The existence of an official City personnel file does not preclude the department or individual supervisors from maintaining employee records as necessary for program level operations or for supervisory purposes.

Employees may examine the contents of their official personnel file at reasonable times by contacting Human Resources. Employees may authorize a designated representative to review their personnel file in a signed writing. An employee may request the removal of records from their personnel file that they believe to be irrelevant or erroneous information. If the City denies the employee's request to remove the record(s), the employee may file a written rebuttal statement to be placed in their personnel file. Any request processed under this policy will be in compliance with all applicable records retention laws.

ARTICLE 17 DISPUTES AND ARBITRATION

A. Definition of a Dispute.

Under this procedure, a "Dispute" shall be any disagreement concerning the application or interpretation of the terms of this Agreement, except that employees may not take disciplinary action below the level of a written reprimand to arbitration.

A Dispute may be filed by an individual employee or by the Union on behalf of an employee or employees or by the City. If two or more individual employees file separate Disputes regarding the same subject matter, the Parties may agree to consolidate them for the purpose of proceeding under this Article.

B. General Provisions.

- i. Generally, any meeting held pursuant to the Procedural Steps section of this Article will be scheduled at least three (3) calendar days prior to such meeting.
- ii. The Parties agree that neither party shall be represented by legal counsel during the Dispute process. The Parties may engage a legal representative of their choosing if a Dispute proceeds to arbitration.

- iii. The Parties agree it is of the utmost importance that the filing party attends meetings scheduled to handle disputes. The Parties agree to both make a good faith effort to attend as well as to accommodate schedule conflicts and reschedule meetings as needed.

C. Election of Remedies.

As an alternative to the procedure set forth in this Article, an employee may use the grievance procedures provided for by the City of Charlottesville Personnel Policies to grieve any action outlined as grievable by those policies. An employee's initial election to file a grievance or a Dispute is binding and irrevocable at the time of filing. By electing one procedure, the employee automatically waives any right to participate in the other procedure for any Dispute or grievance related to the same underlying conduct.

D. Informal Resolution.

Prior to the filing of a Dispute, the Union and/or the employee should attempt to resolve the Dispute informally. Informal resolution is encouraged, but not required. Informal resolution may involve actions such as talking directly to a relevant supervisor or raising the issue in an email with the appropriate City administrative employee. Attempts at informal resolution of an issue will not toll or alter the time for filing a formal Dispute as outlined below, except by mutual written agreement of the Parties.

E. Time Limits.

Recognizing that Disputes should be raised and settled promptly, a Dispute must be raised within twenty (20) calendar days following the event giving rise to the Dispute or within twenty (20) calendar days following the time when the employee or the Union knew or should have known of the event giving rise to the Dispute.

The Parties recognize that the number of days indicated at each step of the Dispute procedure should be considered as a maximum, and effort should be made to expedite the process to the extent possible.

If the responding party does not provide a response or fails to meet within the required time limits set forth herein at Steps 1 or 2, the Dispute shall move forward to the next step of the process and the Union may initiate a request to the respective answering authority to hear the Dispute. If the responding party does not provide a response or fails to meet within the required time limits set forth herein at Step 3, the filing party may wait for the response, request a response, or appeal to arbitration immediately. In such circumstances, at Step 3, the time to appeal the Dispute to arbitration shall be tolled until the responding party provides a response.

The Parties may mutually agree in writing to extend or waive any time limits under this Article.

F. Procedural Steps.

All Disputes must be submitted on the form attached hereto as Exhibit A. Each section of the form must be fully completed and signed, including specific reference to the Article and Section of the Agreement that is alleged to be violated. If the form is not fully completed and/or is unsigned, the filing party agrees to promptly correct such deficiency after notice of the same is provided.

Disputes submitted by the City to the Union under this procedure shall be considered submitted at Step 3 and shall be presented to the President of the Union or their designee.

Disputes submitted by the Union or an employee shall be processed as follows below. All Disputes shall begin at Step 1 unless the Dispute arises from the direct actions of an authority higher than the reviewing authority, in which case the Dispute may be initiated at the appropriate higher step. If the Dispute involves termination of an employee or suspension of three (3) days or longer, the Dispute shall initiate at Step 2.

Step 1 – Assistant Director

Disputes must be submitted in writing to the Assistant Director, or the respective designee, with a copy to the Labor Relations Manager. Upon request of any party, a meeting shall be held with the Assistant Director (or designee), Labor Relations Manager, filing party, and representatives of the Union to discuss the Dispute within seven (7) calendar days after receipt of the written Dispute with the Union and the affected employee; and respond in writing no more than seven (7) calendar days after the meeting.

Step 2 – Director of Transit

If the filing party disagrees with the decision of the Assistant Director, they may proceed to Step 2 by presenting a written statement on the appropriate form to the Director of Transit, with a copy to the Labor Relations Manager, within seven (7) calendar days of the receipt of the Assistant Director's decision.

Upon request of any party, a meeting shall be held with the Director of Transit or designee, the Labor Relations Manager, the filing party, and representatives of the Union to discuss the Dispute within seven (7) calendar days after the presentation of the Dispute to the Director of Transit. The Director of Transit or designee shall respond in writing to the Dispute within seven (7) calendar days of the Step 2 meeting.

Step 3 – City Manager

If the filing party disagrees with the decision of the Director of Transit, they may proceed to Step 3 of the procedure by submitting the Dispute in writing to the City Manager, with a copy to the Labor Relations Manager, within ten (10) calendar days of the receipt of the decision.

The City Manager and the Labor Relations Manager shall conduct a meeting with the filing party and representatives of the Union within ten (10) calendar days after receipt of the Dispute. The City Manager shall respond in writing to the appeal within ten (10) calendar days of the meeting.

G. Arbitration.

Upon receipt of the final Step 3 decision, the Union or the City may refer the Dispute to arbitration by providing written notice to the Labor Relations Manager within thirty (30) calendar days after receipt of the final Step 3 decision. The request for arbitration shall be copied to the City Manager.

H. Arbitration Procedures.

- i. The Arbitrator shall have the authority to make determinations regarding arbitrability of the Dispute. If arbitrability is contested, the Parties will discuss bifurcation of the hearing with the Arbitrator.
- ii. After a demand for arbitration has been made, if the Parties cannot mutually agree on an arbitrator to use, within fourteen (14) calendar days from that date, the requesting party shall submit a request to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) for a list of seven (7) names of impartial arbitrators. If the Parties cannot agree on the service for requesting a panel, the Parties shall request a panel of seven (7) names from the Labor Relations Administrator. The City and the Union shall, within fourteen (14) calendar days following receipt of the list of Arbitrators, alternately strike names from the list until only one name remains. The remaining arbitrator shall act as the sole and impartial arbitrator who shall hear and decide the issue. A flip of the coin shall decide who strikes first.
- iii. The arbitrator shall not have authority to amend, alter, modify, add to, or subtract from any provision of this Agreement or rights provided by the CBO. The arbitrator shall issue a written decision finding whether or not there has been a violation of this Agreement. If such a violation is found, the arbitrator shall specify the remedy in accordance with the terms of this Agreement. No award shall provide or require the payment of mental distress damages, pain and suffering, or any form of punitive damages. The Parties acknowledge that employees filing a Dispute are under an affirmative obligation to attempt to mitigate their damages during the pendency of the Dispute.
- iv. The arbitrator's decision shall be binding on the Parties, except that the decision may be appealed in accordance with applicable laws.
- v. If either party desires a verbatim record of the proceedings, it may cause such a record to be made by a qualified court reporter. The cost of the verbatim record for proceedings

shall be borne by the party causing the record to be made, or, if requested by both Parties, shall be split equally. The remaining costs of the arbitration shall be divided equally between the City and the Union, except that the costs incurred in presenting or defending the Dispute to the arbitrator shall be borne by the side incurring the expense.

I. Granting of Relief.

If, at any level of this Dispute procedure, the City grants all relief requested by the employee or Union, such decision shall end further processing of the Dispute.

J. Exclusions.

The Union or employees may not file Disputes over the items listed as non-grievable in the CBO, as may be amended from time to time.

**ARTICLE 18
LEAVES OF ABSENCE**

- A. Bargaining unit employees are eligible for leave in accordance with the City's established policies, as may be amended from time to time in its discretion, and shall receive at a minimum the same benefits afforded to eligible employees who are not members of any bargaining unit unless otherwise specified in this Agreement.
- B. **Parental Leave.** Employees are eligible for Paid Parental Leave in accordance with the City's established policy, as may be amended from time to time in its discretion and shall receive the same benefit afforded to eligible non-represented employees, or a minimum of two (2) weeks of paid leave, whichever is greater.
- C. **Court Attendance.** Employees required by the City or required as a result of completing an accident or incident report, to attend court or hearings on regular working days shall receive pay for time worked. Employees required by the City to attend court or hearings on their days off will receive pay for time worked, or a minimum of two (2) hours' pay, whichever is greater.
- D. **Jury Duty.** Bargaining unit employees are eligible to receive pay for all regularly scheduled hours for which they are summoned for jury duty services. Employees must provide their supervisor with reasonable notice of their court appearance or summons, and a copy of the written document requiring their presence. Employees also are expected to keep management informed of the expected length of jury duty service. Upon completion of jury duty, employees are required to provide their supervisor with proof of jury service and submit a copy of these documents along with their jury duty fees check to the City.
- E. **Bereavement.**

- i. Each employee will be entitled to paid leave for purposes of bereavement for up to three (3) days, of which one (1) shall be the day of the funeral, on the occasion of the death of a Family Member as defined below. This leave usually occurs immediately following the death of the Family Member to grieve, assist in making arrangements and/or attend services in the event of the death. Bereavement leave may be extended up to two (2) days with the authorized use of the employee's sick leave due if the funeral occurs more than one hundred (100) miles away from the City. Bereavement leave may be requested and scheduled in accordance with the Department's standard scheduling policies.
- ii. "Family Member" for purposes of this bereavement leave shall mean a mother, father, in loco parentis, spouse, child, sibling, sibling-in-law, son/daughter-in law, mother-in-law, father-in-law, stepparent, foster parent, or a blood relative who has served as a foster parent, step sibling, stepchild, grandparent, grandchild of an employee, or is residing on a permanent basis in the employee's home.

ARTICLE 19 RESTROOM ACCESS

The City shall provide for adequate and reasonable use of restroom facilities for bargaining unit employees. Employees shall not be penalized or disciplined for reasonable restroom use. If an employee has a health condition which necessitates more frequent or longer than typical restroom breaks, they are encouraged to discuss the matter with Human Resources so that reasonable accommodations can be made for such usage, if appropriate.

ARTICLE 20 SAFETY

- A. Employees injured on the job shall be paid in full for the day of the injury provided the Employee immediately reports the injury to a supervisor and provides notice of being seen from an approved panel physician. Thereafter, Employee pay shall be governed by the applicable Workers' Compensation policy rules for compensable injuries.
- B. The City may or may not offer light duty to any employee after an injury on the job in accordance with City policy. If the City offers light duty, the light duty rate of pay will be no less than the employee's base rate of pay.
- C. The City agrees to provide and maintain a safe, clean work environment. The City shall provide adequate Personal Protective Equipment (PPE) as outlined and required by VOSH standards. Throughout pandemic conditions, (as established by the declaration of a public health emergency by the Centers for Disease Control and Prevention or similar agency), the

City shall provide masks, disinfectant wipes, and hand sanitizer if such materials are available.

- D. No employee shall be required to or be disciplined for refusing to operate unsafe equipment. Employees must immediately report any unsafe equipment they are aware of to their supervisor.
- E. No employee shall be disciplined if they cannot safely make it to work in inclement weather situations. Pay for the absence shall be governed by City Personnel Policies.

ARTICLE 21 UNIFORMS

- A. Employees will be required to wear uniforms as required by the City. Employees may elect to wear a Union button or pin on their uniforms. The button or pin should be no more than two (2) inches in diameter/length. Employees may also choose to purchase and wear a Union patch. The patch should fit on and be worn on the left shoulder of the employee's uniform. The City shall not be responsible for purchasing any Union insignia under this Paragraph.
- B. Each Operator and Bus Aide will initially be provided with a light and a heavy coat. Every year thereafter, the City will provide either a light or heavy coat.
- C. Annually each Operator and Bus Aide will be provided with five (5) sets of long and short sleeve shirts, and five (5) pairs of pants. Replacement items will be provided as needed. New issue and replacement items will be unused and in new condition. Employees may choose between male and female cuts when both are available. Each Pupil Operator and Bus Aide may also elect to be provided with five (5) pairs of shorts.
- D. Each Operator and Bus Aide may receive an annual shoe allowance reimbursement of \$150. Previously purchased work shoes must be returned to the City prior to reimbursement. The shoe allowance will not be reimbursed without a valid, itemized receipt.
- E. All Technicians and Maintenance Workers will be provided uniforms. The City will continue to provide a cleaning service for maintenance uniforms at no cost to employees. Technicians and Maintenance employees will receive eleven (11) sets of pants, long-sleeve shirts, and short-sleeve shirts. Replacement items will be provided as needed.
- F. Technicians and Maintenance Workers will receive two (2) high-visibility jackets or safety vests. The City shall provide special equipment such as aprons, welding gloves, and insulated coveralls as necessary, in the discretion of the Department.

ARTICLE 22
TOOL AND BOOT ALLOWANCE

- A. The City shall reimburse each Technician with an annual tool allowance of \$1,250. The tool allowance will not be reimbursed without a valid, itemized receipt. Only tools needed to perform work for the City are covered by the tool allowance. The tool allowance can be carried over annually, provided that the total tool allowance balance never exceeds \$2,500.
- B. The City shall reimburse each Technician and Maintenance Worker with a boot allowance of \$500 annually. For employees who have previously utilized the boot allowance, previously purchased boots must be returned to the City prior to reimbursement on a one-to-one basis. The boot allowance will not be reimbursed without a valid, itemized receipt. Boot allowance funds may be applied toward the cost of orthotic insoles or for resoling work boots.

ARTICLE 23
WORK HOURS AND SELECTION

- A. All bidding and sign-up are to be held at the Avon Street facilities unless the Union and City agree to another location. Each of Transit, Pupil Transportation, and Maintenance shall hold a minimum of two (2) bids per year.
- B. The City shall endeavor to provide the Union with schedules at least two (2) weeks prior to the sign-up. The Union may raise suggestions for route improvement to management during Labor-Management Committee meetings. The City will seek to post schedules no later than seven (7) calendar days in advance of the sign-up.
- C. A Union representative may elect to be present for the pick along with management.
- D. Employees on approved leave at the time of markup (5 calendar days prior to first day of bidding) shall be permitted to submit a bid by proxy or may bid on open shifts upon their return from leave.
- E. Open schedules shall be posted for bid for at least one (1) week prior to being filled by the most senior applicant.
- F. If an employee's bidded schedule changes in a way that modifies the start or end time by more than two (2) hours or that changes scheduled workdays, that employee will be allowed to bump down.
- G. The City shall create as many full-time schedules as operationally practicable. Full-time schedules shall be guaranteed forty (40) hours of pay per week, provided they report for all

assigned work. All late reporting for work and absenteeism without approved leave will forfeit this forty (40) hour per week guarantee and the operator will be paid only for hours worked.

- H. The City shall provide paid ten (10) minute first-half and second-half breaks for all shifts of at least eight (8) hours.
- I. In the event the City is not in service due to weather or emergencies or cancels or reduces services, employees notified via the phone, phone message, or electronic message prior to reporting to work shall not receive pay for that day; however, the employee shall have the option to use vacation or administrative leave pay for that day. In the event a State of Emergency is declared by a government authority and an immediate shutdown is imposed, employees who report to work on time shall be paid a minimum of one (1) hour or time actually worked, whichever is greater.
- J. Employees classified as Essential Personnel by the City shall receive 1.5 times their regular base pay for all hours of work for which they are mandated to report during a declared state of emergency or weather event.
- K. The City shall make its best effort to set schedules that provide employees with two (2) consecutive days off. The Union acknowledges that such scheduling is not always possible given operational needs.
- L. If an employee is required by the City to come in on their day off to fill out a report or for consultation, they shall be paid actual time or a minimum of two (2) hours, whichever is greater.

ARTICLE 24 SAFE AND SICK LEAVE

- A. Employees shall accrue 120 hours of sick leave annually, or 4.62 hours per biweekly period. Employees in regular part-time positions shall accrue sick leave benefits pro-rated in accordance with the number of hours normally worked.
- B. Employee requests to use sick leave must be made in accordance with Department and City policies, as may be amended from time to time. Notwithstanding the foregoing, employees must call in with at least ninety (90) minutes notice when the use of sick leave is unforeseeable. Generally, the City will not require supporting medical documentation for an absence of three (3) consecutive workdays or less.
- C. Both Parties to this Agreement believe that abuse of sick leave is detrimental to the sick leave system. When the City suspects that an employee is engaging in sick leave abuse or an

improper use of sick leave, the City will provide the employee with written notice thereof and the basis of the City’s concerns. The employee will have an opportunity to explain or justify their absences. If the City continues to suspect sick leave abuse or misuse, the employee may be required to provide written medical documentation to support future sick leave absences.

**ARTICLE 25
VACATION**

- A. **Vacation Leave Accrual.** Regular full-time employees in the bargaining unit shall accrue vacation leave in accordance with accrual rates listed in the table below based on their years of continuous service in the Department of Transit. Regular part-time employees in the bargaining shall accrue leave on a pro rata basis.

Years of Service	Vacation Hours Accrued Biweekly	Vacation Hours Accrued Annually	Total Vacation Hours Limit	Vacation Hours Payout Limit
0 to 3	3.09	80.34	160	120
3 to 5	3.85	100.10	180	140
5 to 10	4.62	120.12	200	160
10 to 15	5.40	140.40	220	180
15 to 20	6.16	160.16	240	200
20 to 25	6.93	180.18	260	220
25+	7.00	200.20	280	240

- B. **Maximum Leave Accruals.** Employees may accrue up to two (2) weeks (equivalent to 80 hours for a 40-hour/week employee) more than their individual accrual amount which can be earned in one year. Annual leave in excess of the two (2) week maximum allowed accumulation will be converted to sick leave hours on a one-to-one basis and added to the employee’s sick leave balance at the end of the fiscal year.
- C. **Unpaid Status and Impact Upon Leave Accruals.** An employee who is in unpaid leave status for a period of more than 14 calendar days will not accrue vacation leave for that month.
- D. **Leave Upon Separation from Service.** With two (2) weeks’ notice upon separation from City employment, non-probationary employees shall be paid for accrued, unused vacation leave based on the employee’s current rate of pay at the time of separation from service, up to the specified Vacation Hours Payout Limit based on years of service, as indicated in the above table.
- E. **Vacation Bidding.** Vacation bidding will occur in November or December with vacations to be taken in the following calendar year. Vacation bidding will remain open for at least three (3) business days. Operators will bid for vacation in accordance with their seniority. After

- E. Work assignments for holidays shall align with the employee's bidded schedule. Requests for leave on a holiday shall be granted to the extent possible in keeping with the operating needs of the City. When all requests cannot be granted, holiday leave will be granted to employees by the order in which they requested off. If multiple employees in the same job classification submit a request for holiday leave on the same day, holiday leave shall be granted in seniority order.

ARTICLE 27 INSURANCE

- A. The City will make available to bargaining unit employees the same medical, dental, and vision insurance plans it offers to employees outside of any bargaining unit. The employee contribution to the cost for such insurance plans will be the same as the contribution for employees outside of any bargaining unit.
- B. The City will make available to bargaining unit employees the same life insurance and accidental death and dismemberment (AD&D) coverage as is offered to employees outside of any bargaining unit. The employee contribution to the cost such coverage will be the same as the contribution for employees outside of any bargaining unit.
- C. The City may amend the number or structure of its insurance options from time to time. The City will present its changes Citywide and will provide notice of changes to the Union. Employees will be informed in advance of each annual Open Enrollment period of any changes so that they may make informed choices.

ARTICLE 28 EMPLOYEE ASSISTANCE PROGRAM AND SUBSTANCE ABUSE

- A. The City may, in its discretion, provide an Employee Assistance Program (EAP) for eligible employees and family members. Employees will be responsible for covering any costs for appointments and any treatment not covered by the City's health insurance plan for EAP services. Voluntary participation in EAP is strictly confidential. The City may remind employees of this EAP benefit or may make a voluntary referral to the EAP for an employee if the City believes it appropriate.
- B. A mandatory employee referral to the EAP may be made as a part of a stipulated agreement such as a Last Chance Agreement. In such event an employee's compliance with participating in a mandatory referral may not be confidential. The employee's participation in the EAP requirement will be governed by the terms of the stipulated agreement.

- C. The City urges employees with possible substance abuse problems to seek voluntary treatment prior to the problem negatively impacting their job performance. The City will not be informed about employees seeking voluntary treatment through the EAP unless the employee chooses to inform the City. If requested by the employee, the City will provide reasonable accommodations as required by law to support the employee participating in the treatment/recovery program.

**ARTICLE 29
PUPIL TRANSPORTATION**

- A. Pupil Transportation Operators shall be allowed to bring their dependent children or dependent grandchildren on the bus with them. The City may restrict operators from bringing their children on the bus if the child becomes a distraction to the employee, is destructive to City property, or is disruptive to other children. Employees should not bring a child on the bus if the child has a communicable illness. Children younger than school-age must be in proper restraints when the vehicle is moving.
- B. The Department will assign available Bus Aides first to buses with students who have documented requirements for aid services. After such aides are assigned, the Department will prioritize assigning aides to the buses with the largest number of student passengers or based on other student behavioral concerns.
- C. Employees are encouraged to report unruly students to management. The City shall facilitate the reporting of unruly students to the appropriate school principal and shall update the Union with any information it is able to share.
- D. Between July 1, 2024, and December 31, 2024, part-time Transit Operators with 30–39-hour schedules who are assigned to and are working in the Pupil division shall receive a biweekly cash stipend in an amount which represents the difference in the employee portion of the cost between part-time health benefits and full-time health benefits in the plan for which the Transit Operator is enrolled. The stipend amount shall not exceed \$62.50 per pay period.

**ARTICLE 30
WAGES AND INCENTIVES**

- A. Effective July 1, 2024, employees will receive an increase of two percent (2%) to their then-existing base rate of pay.
- B. Effective January 1, 2025, employees will be placed on the scale below commensurate with their years of continuous service with the City in the relevant job classification. Years of service for part-time employees will be calculated as described in Article 12 (Seniority). No

bargaining unit employee will have their current pay reduced if placement on the chart below would result in a lower pay rate than they are earning on December 31, 2023.

Job Title	Hourly Rate of Pay
Parts Manager	\$25.98
School Bus Aide	\$19.65
Transit Maintenance Worker	\$23.42

Transit Bus Technician	Hourly Rate of Pay
A Rate	\$35.75
B Rate	\$33.00
C Rate	\$30.25

Transit Operators	Hourly Rate of Pay
Years 0-1	\$23.00
Years 1-2	\$23.87
Years 2-3	\$24.78
Years 3-4	\$25.72
Years 4-5	\$26.70
Years 5-6	\$27.71
Years 6-7	\$28.77
Years 7-8	\$29.86
Years 8 and up	\$31.00

- C. Effective July 1, 2025, employees will be placed on the scale below commensurate with their years of continuous service with the City in the relevant job classification. Years of service for part-time employees will be calculated as described in Article 12 (Seniority). No bargaining unit employee will have their current pay reduced if placement on the chart below would result in a lower pay rate than they are earning on June 30, 2024.

Job Title	Hourly Rate of Pay
Parts Manager	\$26.50
School Bus Aide	\$20.50
Transit Maintenance Worker	\$23.89

Transit Bus Technician	Hourly Rate of Pay
A Rate	\$36.47
B Rate	\$33.66
C Rate	\$30.86

Transit Operators	Hourly Rate of Pay
Years 0-1	\$23.50
Years 1-2	\$24.51
Years 2-3	\$25.56
Years 3-4	\$26.66
Years 4-5	\$27.81
Years 5-6	\$29.01
Years 6-7	\$30.25
Years 7 and up	\$31.55

- D. Effective July 1, 2026, employees will be placed on the scale below commensurate with their years of continuous service with the City in the relevant job classification. Years of service for part-time employees will be calculated as described in Article 12 (Seniority). No bargaining unit employee will have their current pay reduced if placement on the chart below would result in a lower pay rate than they are earning on June 30, 2025.

Job Title	Hourly Rate of Pay
Parts Manager	\$27.30
School Bus Aide	\$21.12
Transit Maintenance Worker	\$24.61

Transit Bus Technician	Hourly Rate of Pay
A Rate	\$37.56
B Rate	\$34.67
C Rate	\$31.79

Transit Operators	Hourly Rate of Pay
Years 0-1	\$24.15
Years 1-2	\$25.36
Years 2-3	\$26.63
Years 3-4	\$27.96
Years 4-5	\$29.35
Years 5-6	\$30.82
Years 6 and up	\$32.36

- E. Transit Bus Technicians shall be placed on the applicable rate schedules based on their achievement of the following qualifications:

- **A Rate:** Achievement of Master Transit Bus Certification (all 8 ASE certifications available under the Certified Transit Bus Technician test series).
 - **B Rate:** Achievement of the Diesel Engine (H2) and Brakes (H4) certifications, along with any two other certifications available under the Certified Transit Bus Technician test series.
 - **C Rate:** Meets the minimum qualifications for the role.
- F. **Relief Operators.** Retirees and other former employees returning as Relief Transit Operators will be placed on the above Transit Operator chart based on their years of prior experience in the Transit Operator classification.
- G. **Leads.** Employees operating in a “Lead” capacity shall be paid at the applicable rate plus \$1.00 per hour.
- H. **ASE Certifications.** Transit Bus Technicians shall receive an additional \$0.25 per hour to their base rate of pay for each ASE certification under the Certified Transit Bus Technician test series beyond those certifications which required for their applicable rate on the rate schedule. The City shall pay for the cost of ASE testing fees, time spent taking exams, and study materials.
- I. **Pupil Division Operators.** Transit Operators with an “S” endorsement shall receive an additional \$0.50 per hour for all hours spent operating a school bus and performing related activities in the Pupil division.
- J. **Trainer Pay.** Employees who are assigned a trainee(s) shall receive \$0.50 hour in addition to their regular hourly rate of pay while instructing the trainee(s) up to a maximum of five hundred (500) hours per trainee.

ARTICLE 31 OVERTIME

- A. Overtime shall be paid for all time worked in excess of forty (40) hours of work in a work week at one and one-half times (1.5x) the employee’s regular rate of pay.
- B. Time worked does not include time spent in an approved leave of absence, jury duty leave, parental leave, bereavement leave, or Union Leave.
- C. Employees may volunteer for overtime, and it will be awarded in seniority order on a rotating basis.
- D. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of

overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, they shall be paid for such time at the highest rate specified in any of such applicable provisions, but they shall not be entitled to additional pay for such time under any other of such provisions.

ARTICLE 32 RETIREMENT

- A. All retirement and pension benefits for active employees will remain the same.
- B. The City may make changes to the retirement and pension plans when required by applicable law, regulation, or when administrative changes are needed at the City's discretion, including changing third-party vendors. The City will provide the Union with at least sixty (60) days' advance notice of any such changes.

ARTICLE 33 OTHER FRINGE BENEFITS

Bargaining unit employees covered by this Agreement are eligible for the following benefits in accordance with the City's established policies, as may be amended from time to time in its discretion, and shall receive at a minimum the same benefits afforded to eligible employees outside of any bargaining unit unless otherwise specified in this Agreement:

- Pre-Tax Transportation Program
- Employee Parking Subsidy Program
- Bicycle Reimbursement Allowance Benefit
- CityFit Wellness Program
- Tuition Assistance Program

ARTICLE 34 SEPARABILITY AND SAVINGS

- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, should the decision not invalidate the entire Agreement, it is the express intention of the Parties that all other provisions shall remain in full force and effect.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the Parties shall enter into discussions for the purpose of arriving at a mutually satisfactory replacement

Agreement, it is the express intention of the Parties that all other provisions shall remain in full force and effect.

- B. In the event that any provision of this Agreement is held invalid, as set forth above, the Parties shall enter into discussions for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid. If the Parties are unable to agree on replacement language within thirty (30) days following commencement of discussions, then the matter shall be excised from the contract to the extent reasonably practical and further discussions will be postponed until contract negotiations are reopened.

**ARTICLE 35
TERM OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2024, through June 30, 2027.

IN WITNESS THEREOF, the duly chosen representatives of the Parties hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands this 15th day of April, 2024.

FOR THE UNION:



Maurice Carter
ATU Local 1220 President/Business Agent

10 Apr 24

DATE:

FOR THE CITY OF CHARLOTTESVILLE:



Samuel Sanders, Jr.
City Manager

May 7, 2024

DATE:

Approved as to form:



Jacob P. Stroman
City Attorney

SIDE LETTER 1
FULL TIME PUPIL TRANSPORTATION WORK

July 1, 2024

Maurice L. Carter
President/Business Agent

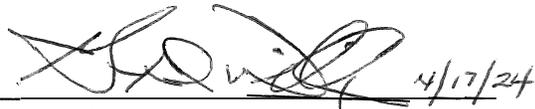
Dear Mr. Carter:

This side letter is executed to document the understanding between the Parties that the City has committed to reviewing and effecting (as appropriate) a reclassification of certain part-time pupil transportation operator positions into full-time pupil transportation operator positions. The City will implement any changes it deems to be appropriate based on its review on or before August 1, 2024.

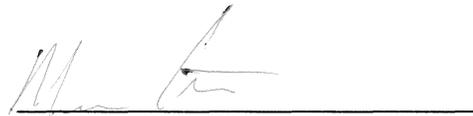
The Parties acknowledge that the City maintains all its management rights, including without limitation the rights to “determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;” to “classify...all employees;” and to “determine and change the number of positions and/or the appointment type (full time, part time, etc.) for such positions.” City of Charlottesville Ordinances, Sec. 19-205. While the City commits to undertake a good-faith review of the classifications of its pupil transportation operator personnel and will make a reasonable effort to reclassify driver positions if possible, the City retains its discretion regarding how many positions it will staff and the proper appointment type for all such positions.

Sincerely,

In Agreement:

 4/17/24

Garland Williams
Director of Transit



Maurice L. Carter
President/Business Agent

 5/1/24

Mary Ann Hardie
Human Resources Director

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Jacob Stroman
City Attorney