



AGENDA

Meeting of the Connect Transit Board of Trustees

May 27, 2014

4:30 P.M.

Board Room

Connect Transit Operations Facility
351 Wylie Drive, Normal, IL 61761

- A. Call to Order
- B. Roll Call
- C. Public Comments
- D. Consent Agenda
 - 1. Approval of Minutes of Previous Meeting of April 22, 2014, Board of Trustees Advocacy Committee Meeting of May 13, 2014 and Board of Trustees Board Manual Meeting of May 15, 2014
 - 2. Disbursements for Month of April, 2014
 - 3. Financial Report for Month of April, 2014
 - 4. Capital and Self Insurance Reserve Fund Balances for month of April, 2014
 - 5. Monthly Statistical Report for month of April, 2014
- E. Old Business
- F. Executive Session – 5 ILCS 120/2(c)(2) – Collective Bargaining
- G. New Business
 - 1. Ratification of ATU Local 752 Collective Bargaining Agreement - January 15, 2014 to June 30, 2017.
 - 2. Review and Approve - Heartland Community College Universal Access Agreement
 - 3. Review and Approve - Lincoln College - Normal Universal Access Agreement
 - 4. Radio Advertising Agreement
 - 5. Advertising Rate Sheet



- 6. Revised Sick Time Policy
 - H. General Manager's Report
 - 1. Website Update
 - 2. Advocacy Update
 - I. Trustee's Comments
 - J. Adjournment



April 2014

Financial and Statistical Reports

Disbursements to be Approved
May 27, 2014

Payee	Goods Purchased	Amount
A.T.U. - C.O.P.E.	Payroll Deduction	\$ 195.27
Aaron Bergman, Matco Tool Distributor	Bus Parts	\$ 16.60
ABC Bus Companies	Bus Parts	\$ 381.58
Advocate Medical Group	Drug Testing	\$ 212.00
Ally	Car Lease	\$ 82.00
Amalgamated Transit Union Local 752	Payroll Deduction	\$ 5,532.35
AmerenIP	Electric Charges	\$ 1,314.22
American Solutions for Business	Office Supplies	\$ 247.00
Amsterdam	Promotional Items	\$ 2,227.20
Andrew Johnson	Car Allowance	\$ 500.00
Assurance Agency, Ltd.	Insurance	\$ 21,634.00
Bellas Landscaping	Snow Removal	\$ 870.00
Bill's Key and Lock	Locks & Keys	\$ 26.00
Brinks US	Armored Services	\$ 247.98
Carl Rokos	Expense Reimbursement	\$ 357.02
Cavalry Portfolio Services, LLC	Payroll Deduction	\$ 837.00
CDS Office Technologies	Office Supplies	\$ 223.21
Central Illinois Trucks Inc.	Bus Parts	\$ 1,436.74
Chris Wold	Expense Reimbursement	\$ 470.39
CIRBN, LLC	Internet	\$ 347.84
City of Bloomington	Utilites	\$ 823.34
Clark Baird Smith, LLP	Legal Service	\$ 1,431.25
CliftonLarsonAllen LLP	Seminar	\$ 50.00
Comcast Cable	Internet	\$ 399.85
Comcast Spotlight	Commercial Advertising	\$ 2,000.00
Corn Belt Energy Corp.	Utilites	\$ 4,683.89
Creative Promotions and Print	Promotional Items	\$ 2,716.95
Cummins Crosspoint	Bus Parts	\$ 3,798.17
David White	Expense Reimbursement	\$ 621.60
Dennison Corporation	Outside Repair	\$ 148.43
Dish Network	Television Service	\$ 120.00
Don Owen Tire Service, Inc.	Bus Parts	\$ 181.60
DynaGraphics	Printing	\$ 538.70
East St. Hardware and Tools	Safety Supplies	\$ 36.82
Eitan Weltman	Payroll Deduction	\$ 460.78
Evergreen FS	Fuel	\$ 93,270.27
Fastenal Company	Bus Parts	\$ 1,473.51
Fleet-Net Corporation	Software & Tech Support	\$ 1,555.00
Four Seasons Association	Payroll Deduction	\$ 1,072.00
Frontier	Telephone	\$ 968.75
G&K Services	Cleaning Uniforms & Rugs	\$ 991.10
GE Capital C/O Ricoh USA Program	Copiers	\$ 516.00

Gillig LLC	Bus Parts	\$	11,442.81
Global Equipment, Inc.	Garage Supplies	\$	356.24
Harmony Business Supplies	Supplies	\$	291.98
Health Alliance Medical Plans	Insurance	\$	72,687.00
Heartland Community College	Sponsorship	\$	250.00
Heartland Emergency SPLST LLC	Medical Expense	\$	51.15
Henson Disposal	Garage Overhead	\$	164.50
Heritage Machine & Welding, Inc.	Bus Parts	\$	100.00
ICMA Retirement Trust - 457	Pension Plan	\$	49,804.15
Idaho Child Support Receipting	Payroll Deduction	\$	285.00
Illinois Department of Revenue	Payroll Deduction	\$	28,200.79
Illinois State Disbursement Unit	Payroll Deduction	\$	4,387.56
Illinois State University	Advertising	\$	280.00
Inter-City Supply Company	Office Supplies	\$	178.11
Employee	Medical Reimbursement	\$	1,350.00
IWIN	Employee Physicals	\$	188.00
James Staley	Excess payroll deduction	\$	121.77
Jennifer Sorenson	Expense Reimbursement	\$	646.84
Joe's Towing and Recovery	Towing	\$	250.00
John H. Germeraad, Trustee	Payroll Deduction	\$	1,440.00
Employee	Medical Reimbursement	\$	1,350.00
Lincoln National Life Insurance Co.	Dental Insurance	\$	2,995.37
Maas Radiator Shop Inc.	Bus Parts	\$	241.49
Marietta Adams-Hunt	Excess payroll deduction	\$	232.57
MCS Office Technologies	Web Site Hosting -	\$	35.00
Michelin North America, Inc	Tires	\$	5,818.54
Mike McCurdy	Expense Reimbursement	\$	416.75
Miller Janitor Supply	Maintenance Supplies	\$	452.38
Minerva Promotions	Uniforms	\$	741.00
Morris Avenue Garage	Bus Testing	\$	400.00
Motion Industries, Inc.	Bus Parts	\$	117.80
Mutual of Omaha	Life, AD&D,STD & LTD	\$	6,697.68
Napa Auto Parts	Bus Parts	\$	160.01
Nicor Gas	Utilites	\$	8,207.58
NMHG Financial Services	Sweeper Lease	\$	813.63
Oberlander Alarm Systems, Inc.	Security Alarm Serv Fee	\$	191.00
OfficeSuperSavers.com	Office Equipment	\$	1,298.76
Orkin Pest Control	Pest Control	\$	78.65
Payroll - Net		\$	434,050.31
Pinnacle Door	Door Repair	\$	1,565.00
Ricoh USA, INC	Copier	\$	183.72
Roy Rickert	Expense Reimbursement	\$	425.04
Safetylane Equipment Corp.	Supplies	\$	270.44
Staples	Office Supplies	\$	246.75
Tech Electronics	Telephone Licenses	\$	1,513.28
Ted Vulgamott	Excess payroll deduction	\$	11.07
The Copy Shop	Printing	\$	277.50

The Encompass Gas Group, Inc	Welding Supplies	\$	468.73
Truck Centers, Inc.	Bus Parts	\$	4,624.71
U.S. Postal Service	Stamps	\$	98.00
usimprints.com	Promotional Items	\$	8,250.00
Verizon Wireless	Mobile Data Terminals for SS	\$	776.36
Visa - Commerce Bank	Travel & Meetings	\$	11,166.45
Visa - Commerce Bank	Office Supplies	\$	74.07
Visa - Commerce Bank	Safety/Training	\$	201.29
Visa - Commerce Bank	Advertising - Employment	\$	134.44
Visa - Commerce Bank	Shop Tools	\$	124.00
Visa - Commerce Bank	Computer Hardware	\$	104.17
VSP Of Illinois	Vision Insurance	\$	561.15
Vulgamott, Ted	Tool Allowance	\$	400.00
Wayne Printing	Printing	\$	627.84
Welch Systems Inc.	Office Supplies	\$	1,353.00
WGLT	Radio Advertising	\$	750.00
Wilcox Electric & Service, Inc	Electrical Work	\$	272.24
Winkle Environmental Service	Cleaning Supplies	\$	85.00
			<hr/>
Total Operating		\$	<u>826,355.08</u>

Bloomington Normal Public Transit Balance Sheet

Fiscal Year: 2014 Period 10 April - 2014

Division: 99 Board Reports

As of: 04/30/2014

Assets

Current Assets

Checking and Savings	\$4,387,531.78
Accounts Receivable	\$4,523,024.55
Inventory Asset - Fuel	\$46,665.70
Inventory Asset - Parts	\$249,727.21
Inventory Asset - Tires	\$0.00
Other Current Assets	\$178,235.29

Total Current Assets \$9,385,184.53

Fixed Assets \$14,081,279.28

Total Assets \$23,466,463.81

Liabilites & Equity

Liabilities

Accounts Payable	\$317,517.42
Payroll Liabilities	\$449,948.52
Contracts	\$1,558.36
Due to Illinois Funds Account	\$2,980,249.22
Deferred Revenue	\$95,180.96
Deficit Funding Advance	\$0.00

Total Liabilities \$3,844,454.48

EQUITY

Fixed Asset Equity	\$12,483,532.77
Unreserved Fund Equity	\$6,750,412.62
Underground Petroleum Storage	\$20,000.00

Total Equity \$19,253,945.39

Retained Earnings \$368,063.94

Total Liabilities & Equity \$23,466,463.81

Bloomington Normal Public Transit Income Statement With Approved Budget

Fiscal Year: 2014	Period 10	Division: 98 Operating Profit/Loss	As of: 04/30/2014	
	April - 2014	Jul-2013 Thru Apr-2014 Year To Date		Approved Budget
Operating Revenue				
Passenger Fares	\$66,348.81	\$657,616.83	8.94%	\$742,300.00
ISU Contract Fare	\$39,701.20	\$397,012.00	8.33%	\$476,415.00
Other Contract Fares	\$9,945.83	\$99,458.34	6.63%	\$150,000.00
Advertising Revenue	\$0.00	\$0.00	0.00%	\$15,000.00
Miscellaneous Revenue	\$1,724.18	\$6,514.15	86.21%	\$2,000.00
Total Operating Revenue	\$117,720.02	\$1,160,601.32	8.50%	\$1,385,715.00
Operating Expenses				
Operators Wages	\$326,898.90	\$3,270,377.65	7.91%	\$4,130,570.00
Maintenance Wages	\$56,342.52	\$596,107.44	6.42%	\$877,297.00
Administration Wages	\$51,617.13	\$462,017.69	7.36%	\$701,655.00
Employer Payroll Tax Expense	\$33,876.34	\$341,465.88	7.26%	\$466,778.00
Retirement Plan	\$15,228.19	\$169,886.92	6.09%	\$250,000.00
Group Insurance	\$76,276.17	\$721,404.01	8.51%	\$896,002.00
Uniform Expense	\$2,404.60	\$20,932.61	15.51%	\$15,500.00
Professional Services	\$7,331.25	\$63,176.21	7.73%	\$94,800.00
Outside Repair-Labor	\$1,691.55	\$63,128.24	2.16%	\$78,400.00
Contract Maintenance Services	\$2,436.23	\$13,810.06	2.54%	\$96,000.00
Custodial Services	\$78.65	\$3,400.50	1.23%	\$6,400.00
Employee Recruiting/Testing/Temp Help	\$595.81	\$21,312.24	2.27%	\$26,200.00
Fuel	\$98,366.86	\$960,844.36	8.17%	\$1,203,420.00
Lubricants	\$752.76	\$7,624.32	3.27%	\$23,000.00
Tires	\$5,818.54	\$51,073.55	7.17%	\$81,100.00
Bus Repair Parts	\$12,024.46	\$142,927.55	10.02%	\$120,000.00
Other Materials & Supplies	\$4,062.07	\$44,537.82	13.32%	\$30,500.00
Shelters/Signs/Shop Tools	\$354.16	\$16,203.58	0.96%	\$37,000.00
Computer and Office Supplies	\$5,054.09	\$99,915.50	3.70%	\$136,500.00
Utilities	\$11,892.74	\$111,216.17	9.48%	\$125,500.00
Corporate Insurance	\$17,579.16	\$185,236.35	9.64%	\$182,378.00
Dues/Subscriptions/Fees	\$0.00	\$20,980.00	0.00%	\$28,000.00
Printing/Marketing/Training	\$25,726.85	\$167,765.69	10.59%	\$243,000.00
Total Operating Expenses	\$756,409.03	\$7,655,344.34	7.68%	\$9,850,000.00
Operating Assistance				
Operating Deficit	(\$638,689.01)	(\$6,494,743.02)	7.55%	(\$8,464,285.00)
Illinois Downstate Operating Assistance	\$490,545.00	\$4,969,167.58	7.68%	\$6,386,250.00
FTA 5307 Operating Assistance	\$144,637.00	\$1,498,112.80	6.96%	\$2,078,035.00
Total Operating Assistance	\$635,182.00	\$6,467,280.38	7.50%	\$8,464,285.00

Connect Transit
Local Capital and Self-Insurance Fund Balance
April 2014

<u>Self-Insurance Fund:</u>	<u>The Illinois Funds- Cash Balance</u>	
04/01/14	Beginning Balance	\$ 106,843.00
04/30/14	Additions - Interest Income	\$ 1.21
04/30/14	Ending Balance	<u>\$ 106,844.21</u>

<u>Local Capital Reserve:</u>	<u>The Illinois Funds- Cash Balance</u>	
04/01/14	Beginning Balance	\$ 2,086.79
04/30/14	Additions - Interest Income	\$ 0.02
04/30/14	Ending Balance	<u>\$ 2,086.81</u>

<u>Local Capital</u>	<u>Commerce Bank - Cash Balance</u>	
04/01/14	Beginning Balance	\$ 2,731,039.60
04/11/14	Deposit - Normal	\$ 30,848.66
04/11/14	Goranson Consulting	\$ (4,000.00)
04/30/14	Additions - Interest Income	\$ 338.60
04/30/14	Ending Balance	<u>\$ 2,758,226.86</u>

<u>FTA & IDOT Capital</u>	<u>The Illinois Funds- Cash Balance</u>	
04/01/14	Beginning Balance	\$ 43,596.73
04/30/14	Additions - Interest Income	\$ 0.49
04/30/14	Ending Balance	<u>\$ 43,597.22</u>

Total Reserve Capital Account \$ 2,803,910.89

Breakdown of the Local Capital Reserve Fund- Cash Balance:

Local Capital #1	Local Capital #2
<u>\$ 43,597.22</u>	<u>\$ 2,760,313.67</u>

Breakdown of Local Funding in Local Capital #2 (Earmarked Funds):

	<u>FY14 Received</u> <u>4/30/2014</u>	<u>FY14 Receivable</u> <u>4/30/2014</u>
Bloomington	\$ 405,477.09	\$ 45,053.01
Normal	\$ 308,486.60	\$ -
Total YTD	<u>\$ 713,963.69</u>	<u>\$ 45,053.01</u>

Local Capital Reserve Fund Balance - Account Value

	04/30/14 Cash Balance	\$ 2,803,910.89				
	04/30/14 Loans to Operating	\$ 2,980,249.22				
	04/30/14 Reserve fund for underground storage tank (Cap. I)	\$ (40,000.00)				
	04/30/14 Ending Balance	<u>\$ 5,744,160.11</u>				
<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Local Capital #1</td> <td style="text-align: center;">Local Capital #2</td> </tr> <tr> <td style="text-align: right;"><u>\$ 3,597.22</u></td> <td style="text-align: right;"><u>\$ 5,740,562.89</u></td> </tr> </table>			Local Capital #1	Local Capital #2	<u>\$ 3,597.22</u>	<u>\$ 5,740,562.89</u>
Local Capital #1	Local Capital #2					
<u>\$ 3,597.22</u>	<u>\$ 5,740,562.89</u>					

Statistics	April 2014					April 2013					% Change				
	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour		Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour		Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	
Connect Transit															
Green A (2 buses)	33,646	10,244	739	45.55		27,084	9,902	739	36.86		24.2%	3.5%	0.0%	24.2%	
Red B (2 buses)	25,513	9,642	758	33.64		22,316	9,618	758	29.42		14.3%	0.3%	0.0%	14.3%	
Purple C (2 buses)	15,626	9,033	753	20.76		11,986	9,826	757	15.83		30.4%	-8.1%	-0.5%	31.1%	
Pink D (1 bus)	9,548	4,644	356	26.82		8,246	4,674	356	23.16		15.8%	-0.6%	0.0%	15.8%	
Blue E (1 bus)	7,459	5,448	389	19.21		5,496	5,438	389	14.14		35.9%	0.2%	0.0%	35.9%	
Brown F (2 buses)	12,613	10,633	786	16.06		9,944	10,656	786	12.66		26.8%	-0.2%	0.0%	26.8%	
Yellow G (2 buses)	22,347	10,743	774	28.82		18,181	10,420	774	23.42		23.1%	3.1%	0.0%	23.1%	
Orange H (2 buses)	20,391	10,296	771	26.44		16,901	10,418	771	21.91		20.7%	-1.2%	0.0%	20.7%	
Lime I (2 buses)	23,688	12,948	753	31.44		18,560	12,844	753	24.64		27.6%	0.8%	0.0%	27.6%	
Teal J (1 bus)	4,784	5,965	352	13.59		2,124	9,552	380	5.60		125.2%	-37.6%	-7.2%	142.8%	
Aqua K (1 bus)	10,517	6,074	388	27.08		7,372	6,204	388	16.98		42.7%	-2.1%	0.0%	42.7%	
Heartland Exp (1 bus)	1,677	616	97	17.28		53	78	4	13.95		3063.9%	689.7%	2453.2%	23.9%	
ISU Tri Towers (2 buses)	60,404	4,704	440	137.28		36,327	4,682	418	87.00		66.3%	0.5%	5.4%	57.8%	
ISU College Station (2 buses)	10,884	7,128	538	20.22		8,836	7,128	501	17.63		23.2%	0.0%	7.4%	14.7%	
Nite Ride (3 buses)	9,372	5,807	434	21.68		7,409	5,908	429	17.29		26.5%	-1.7%	1.3%	24.8%	
Total Fixed Route	268,448	113,924	8,329	32.23		200,785	117,348	8,202	24.48		33.7%	-2.9%	1.5%	31.7%	
Demand Response															
Connect Mobility	5,714	27,528	2,147	2.66		4,940	24,813	1,818	2.72		15.7%	10.9%	18.1%	-2.1%	
Connect Late Night	604	3,517	214	2.82		630	3,443	296	2.13		-4.1%	2.1%	-27.7%	32.6%	
Total Demand Response	6,318	31,045	2,361	2.68		5,570	28,256	2,114	2.63		13.4%	9.9%	11.7%	1.6%	
SYSTEM TOTALS	274,766	144,969	10,690	25.70		206,355	145,604	10,316	20.00		33.2%	-0.4%	3.6%	28.5%	

		Month: April 2014			
		Target	FY2014	FY2013	% Change
Effectiveness	Total Boardings per Revenue Hour	15.0	25.7	20.0	28.5%
	Total Boardings per Capita	1.0	2.1	1.6	33.2%
	Total Boardings per Revenue Mile	1.0	1.9	1.4	33.7%
Safety	Total Preventable Accidents (Fixed Route and Demand Response)	0.0	-	2	-100.0%
	Preventable Accidents per 100,000 Miles	0.0	-	3	-100.0%
Efficiency	Farebox Recovery Ratio	13.3%	15.3%	14.2%	8.0%
	Average Fare	\$ 0.68	\$ 0.42	\$ 0.54	-22.0%
	Cost per Revenue Hour	\$ 74.22	\$ 70.76	\$ 76.28	-7.2%
	Cost per Customer	\$ 5.10	\$ 2.75	\$ 3.81	-27.9%
	Operating Assistance Investment per Customer	\$ 4.42	\$ 2.33	\$ 3.27	-28.8%
Base Statistics for Calculations	Total Customers		274,766	206,355	33.2%
	Total Revenue Hours		10,690	10,316	3.6%
	Total Revenue Miles		144,969	145,604	-0.4%
	Total Bloomington-Normal Population (per the 2010 US Census)		128,107	129,107	0.0%
	Total Operating Expense		\$ 756,409.00	\$ 786,902.00	-3.9%
	Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 115,996.00	\$ 111,725.00	3.8%

Analysis & Interpretation



Statistics	FY14 YTD					FY13 YTD					% Change				
	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour		Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour		Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	
Connect Transit															
Green A (2 buses)	328,334	99,919	7,237	45.37		245,736	98,973	7,268	33.81		33.6%	1.0%	-0.4%	34.2%	
Red B (2 buses)	223,269	94,456	7,431	30.05		199,331	94,348	7,467	26.73		12.0%	0.1%	-0.3%	12.4%	
Purple C (2 buses)	153,520	90,493	7,381	20.80		122,406	96,295	7,425	16.49		25.4%	-6.0%	-0.6%	26.2%	
Pink D (1 bus)	84,453	45,616	3,488	24.21		68,729	45,811	3,505	19.61		22.9%	-0.4%	-0.5%	23.5%	
Blue E (1 bus)	74,447	53,420	3,812	19.53		52,005	53,338	3,824	13.60		43.2%	0.2%	-0.3%	43.6%	
Brown F (2 buses)	121,166	104,479	7,699	15.74		92,702	104,317	7,727	12.00		30.7%	0.2%	-0.4%	31.2%	
Yellow G (2 buses)	205,805	104,735	7,587	27.13		178,361	102,233	7,616	23.42		15.4%	2.4%	-0.4%	15.8%	
Orange H (2 buses)	198,347	101,203	7,556	26.25		165,334	102,203	7,591	21.78		20.0%	-1.0%	-0.4%	20.5%	
Lime I (2 buses)	216,118	127,019	7,388	29.25		185,085	127,213	7,419	24.95		16.8%	-0.2%	-0.4%	17.2%	
Teal J (1 bus)	45,581	66,645	3,487	13.07		20,882	94,352	3,743	5.58		118.3%	-29.4%	-6.8%	134.3%	
Aqua K (1 bus)	102,269	89,999	3,803	26.86		71,008	60,873	3,820	18.59		44.0%	-1.3%	-0.8%	44.5%	
HCC Express (1 bus) (MCHHS)	9,056	4,200	662	13.69		315	534	26	12.10		2774.9%	686.1%	2441.3%	13.1%	
ISU Tri Towers (2 buses)	287,180	32,368	3,030	94.79		208,642	32,133	2,936	71.05		37.6%	0.7%	3.2%	33.4%	
ISU College Station (2 buses)	64,891	49,248	3,702	17.53		89,545	48,924	3,557	25.18		-27.5%	0.7%	4.1%	-30.4%	
Nite Ride (3 buses)	48,159	40,792	3,058	15.75		46,465	41,192	2,991	15.53		3.6%	-1.0%	2.2%	1.4%	
Holiday Express	310	1,675	83	3.73		-	-	-	#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Fixed Route	2,162,904	1,076,245	77,409	27.94		1,746,546	1,102,678	76,905	22.71		23.8%	-2.4%	0.7%	23.0%	
Demand Response															
Connect Mobility	48,416	238,247	16,860	2.87		41,766	199,445	14,463	2.89		15.9%	19.5%	16.6%	-0.6%	
Connect Late Night	5,781	31,489	2,125	2.72		6,244	32,782	2,465	2.53		-7.4%	-3.9%	-13.8%	7.4%	
Total Demand Response	54,197	269,736	18,985	2.85		48,010	232,227	16,928	2.84		12.9%	16.2%	12.2%	0.7%	
SYSTEM TOTALS	2,217,101	1,345,981	96,394	23.00		1,794,556	1,334,905	93,833	19.13		23.5%	0.8%	2.7%	20.3%	



		Month: 2014 YTD			
		Target	FY2014	FY2013	% Change
Effectiveness	Total Boardings per Revenue Hour	13.0	23.0	19.1	20.3%
	Total Boardings per Capita	1.0	17.2	13.9	23.5%
	Total Boardings per Revenue Mile	1.0	1.6	1.3	22.5%
Safety	Total Preventable Accidents (Fixed Route and Demand Responses)	0.0	12	14	-14.3%
	Preventable Accidents per 100,000 Miles	0.0	162	187	-13.6%
Efficiency	Farebox Recovery Ratio	13.3%	15.1%	15.3%	-1.5%
	Average Fare	\$ 0.68	\$ 0.52	\$ 0.63	-17.4%
	Cost per Revenue Hour	\$ 74.22	\$ 79.42	\$ 78.81	0.8%
	Cost per Customer	\$ 5.10	\$ 3.45	\$ 4.12	-16.2%
	Operating Assistance Investment per Customer	\$ 4.42	\$ 2.93	\$ 3.49	-16.0%
Base Statistics for Calculations	Total Customers		2,217,101	1,794,556	23.5%
	Total Revenue Hours		96,394	93,833	2.7%
	Total Revenue Miles		1,345,981	1,334,905	0.8%
	Total Bloomington-Normal Population (per the 2010 US Census)		129,107	129,107	0.0%
	Total Operating Expense		\$ 7,655,342.00	\$ 7,394,748.00	3.5%
	Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 1,154,087.00	\$ 1,131,323.00	2.0%

Analysis & Interpretation

ARTICLE 3

RECOGNITION

SECTION 1. EMPLOYER 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. Jurisdiction of the UNION, as the appropriate unit for collective bargaining, are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage sections of this Agreement.

For the purpose of this section, to bargain collectively is the performance of the mutual obligation of EMPLOYER and the UNION to meet and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

SECTION 2. When the term "employee" is used in this Agreement, it shall mean an ~~operating or maintenance~~ employee included within the classifications of employees as set forth in the wage sections of this Agreement.

SECTION 3. Part-time ~~Service~~men ~~Technicians and Custodial staff~~ are not intended to be afforded the full benefits of this Agreement. Specifically, the provisions of articles; 14, 15 - (Section 6 only), 16, 17 (Section 4 and 5), 37-A, 40, 41, 44, 45 and 47 shall not be applicable terms of employment for Part-time ~~Service~~men ~~Technicians and Custodial staff~~. All other provisions of this Agreement shall apply to the employment of Part-Time ~~Service~~men ~~Technicians and Custodial staff~~ as appropriate.

SECTION 4. ~~Extra Board Operators~~, ~~Employees~~ who are elected officers of ATU-Local 752, may request time off without pay for the purpose of attending the regular monthly Union meeting. ~~Extra Board Operators~~ ~~Employees~~ elected to the position President, Vice-President and Financial Secretary are the only ~~Extra Board Operators~~ ~~employees~~ encompassed by this provision. Requests will be approved or denied based on available manpower. Requests will be submitted three (3) days (excluding Saturdays, Sundays and Holidays) prior to the meeting. In the event the Extra Board Operator is authorized time off without pay, the Operator's "guarantee" under Article 28, Section 2 will be reduced by the number of hours the Operator is absent under the excused time off. To be eligible for the absence excuse, the Operator must sign a waiver of the thirty-eight hour work assignment "guarantee".

SECTION 5. The Union President shall be excused from duty for a maximum of three (3) hours to attend the regular scheduled union meeting the first Tuesday of each month. Additionally the Union President shall be excused from duty for a maximum of three (3) hours to attend Transit System open meetings.

ARTICLE 7
NEGOTIATIONS

SECTION 1.

a.) It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of EMPLOYER and the regularly elected officers of the UNION or an International Officer of the UNION. Only members of the UNION who are actively employed ~~as a motor coach operator or maintenance employee of~~ **by** EMPLOYER, may represent the UNION in its dealing with EMPLOYER. Nothing in this section shall be construed so as to prevent a member of the International Organization of the UNION from representing or accompanying the local representatives of the UNION in case of a disagreement between EMPLOYER and the UNION.

b) Questions and concerns put to EMPLOYER or the UNION by either party or their designee shall be submitted in writing

A written response shall be provided within ~~fifteen (15) days~~ **ten (10) days** (excluding Saturdays, Sundays and Holidays) of such submission,.

SECTION 2. The UNION agrees to furnish EMPLOYER with an up-to-date list of all its officers and to immediately notify EMPLOYER of any and all changes thereto.

ARTICLE 14
LEAVES OF ABSENCE

SECTION 1. Members of the UNION who may be elected or appointed to any office of the UNION which requires absence from the service of EMPLOYER shall be granted a leave of absence without pay and without loss of seniority to attend to the duties of such office; provided such employee applies for reinstatement during the term of this Agreement or any renewal, amendment or extension thereof within thirty (30) days from date of retirement from such office. Only those offices as the UNION has in effect at the time of the making of this Agreement and no more than three (3) officers of the UNION are contemplated to be covered by this Agreement. A maximum of three (3) members will be allowed to take off time to attend union functions provided ~~there are not more than two (2) operators off duty as a result of illness, injury and/or FMLA leave and provided~~ that not more than one (1) maintenance employee is included in the maximum number of three (3) attending employees.

SECTION 2. Employees applying for reinstatement after a leave of absence of more than thirty (30) days must be able to qualify for the job under the then existing employment standard of EMPLOYER and their compensation shall be at the then prevailing rate. Employees returning from leave of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions or changes have been made during the period of their absence; in which event such employees shall be allowed to exercise their seniority in displacing a junior on such vacancies, new position or changes.

SECTION 3. The period of a leave of absence shall not be considered as time worked or as service with EMPLOYER within the meaning of any of the provisions of this Agreement.

SECTION 4. Employees on leave of absence from EMPLOYER'S service shall be furnished a letter covering such leave of absence. A copy of such letter shall be furnished to the UNION.

SECTION 5. Employees who are called into the Armed Services of their country shall be granted a leave of absence during such service and shall, upon receipt of an honorable discharge and passing a satisfactory physical examination, be permitted to return to service with full seniority provided that such employee reports for work within the period provided by law.

SECTION 6. Leaves of absence for purposes other than those hereinabove set forth may be granted for periods not to exceed thirty (30) days; provided, however, that the granting of such leaves shall be entirely at the option of EMPLOYER, and such leaves shall be taken subject to the provisions of Sections 2, 3, and 4 of this Article. Any leaves of absence granted under this Section for periods longer than thirty (30) days must have the approval of both EMPLOYER and UNION.

SECTION 7. Any employee who, while on leave of absence, accepts gainful occupation, except as herein specified, terminates his employment with EMPLOYER.

ARTICLE 15

PHYSICAL EXAMINATIONS

SECTION 1. EMPLOYER may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

SECTION 2. The examining physician shall be selected by EMPLOYER and the cost of such examination shall be paid by EMPLOYER.

SECTION 3. As a condition of continued employment with EMPLOYER, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform his duties.

SECTION 4. Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform his duties, he may, at his option, have a review of his case in the following manner:

(a) He may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by EMPLOYER. A copy of the findings of the physician chosen by the employee involved shall be furnished to EMPLOYER, and in the event that such findings verify the findings of the physician employed by EMPLOYER, no further medical review of the case shall be afforded.

(b) In the event that the findings of the physician chosen by the employee involved disagree with the findings of the physician employed by EMPLOYER, the EMPLOYER, at the written request of the employee involved, will ask that the two (2) physicians agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making further physical examination of the employee involved, and the findings of a majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by EMPLOYER and the UNION.

SECTION 5. Should any physical examination above provided for reveal physical or mental unfitness caused by disease, defects, or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

(a) The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to his ability to safely do so.

(b) The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his physical and mental fitness to perform again the duties for which he was employed; provided, however, such leave of absence shall not extend for a period of more than ~~one (1) year~~ **six (6) months**, and the seniority of the employee involved shall be unaffected thereby. Such a leave of absence shall be subject to the provisions of Sections 2, 3, and 4 of the Article relating to Leaves of Absence, and any employee on leave of absence because of physical or mental unfitness to perform his duties may be required to supply EMPLOYER with a physician's report covering his condition at least once every thirty (30) days.

SECTION 6. Employer shall reimburse the employee his co-pay expense through the first \$100.00 of a health insurance "in-network" physical examination expense not to exceed a maximum Employer reimbursement of \$100.00 provided the following criteria are met by the otherwise eligible employee:

1. co-pay reimbursement shall be no more often than annually for covered employees age 40 and older
2. co-pay reimbursement shall be no more often than every two years for covered employees under age 40
3. the employee must arrange for and take the physical examination on their own time by an in-network physician. Reimbursement will be for the physical examination cost only – costs incurred for follow up medical work will be subject to the health insurance coverage deductible and coinsurance.
4. the employee must provide Employer documentation that the service provided was a physical examination, the date of service, and the amount paid. The employee should also provide Employer a copy of the explanation of benefits provided by the insurance company when received.

5. the employee physical examination must be scheduled on or near the employee's employment anniversary date. The Employer will accept a date no more than thirty (30) days prior to or after the employee's actual anniversary date.

ARTICLE 16

VACATIONS

SECTION 1. All full-time employees covered by this Agreement shall be entitled to vacations as follows:

~~(a) Any employee upon completion of less than three (3) months of continuous service on January 1 shall be entitled to an annual vacation of one (1) day.~~

~~(b) Any employee upon completion of more than three (3) months but less than six (6) months of continuous service on January 1 shall be entitled to an annual vacation of two (2) days.~~

~~(c) Any employee upon completion of more than six (6) months but less than nine (9) months of continuous service on January 1 shall be entitled to annual vacation of three (3) days.~~

~~(d) Any employee upon completion of more than nine (9) months but less than one (1) year of continuous service on January 1 shall be entitled to an annual vacation of four (4) days.~~

(e-a) Any employee ~~upon completion of more than~~ with one (1) year ~~but less than two (2) years~~ of continuous service ~~on January 1~~ shall be entitled to an annual vacation of one (1) week **on or after their anniversary date.**

(f b) Any employee ~~upon completion of more than~~ with two (2) years of continuous service ~~on January 1~~ shall be entitled to an annual vacation of two (2) weeks **on or after their anniversary date.**

(g c) Any employee ~~upon completion of more than five~~ with (5) years of continuous service ~~on January 1~~ shall be entitled to an annual vacation of three (3) weeks **on or after their anniversary date.**

(h d) Any employee ~~upon completion of more than ten~~ with (10) years of continuous service ~~on January 1~~ shall be entitled to an annual vacation of four (4) weeks **on or after their anniversary date.**

(- e) Any employee ~~upon completion of more than seventeen~~ with seventeen (17) years of continuous service ~~on January 1~~ shall be entitled to an annual vacation of five (5) weeks **on or after their anniversary date.**

(j f) Any employee ~~upon completion of more than thirty~~ with thirty (30) years of continuous service ~~on January 1~~ shall be entitled to an annual vacation of six (6) weeks **on or after their anniversary date.**

The rate of pay to be received by the employee for his vacation pay shall be the prevailing rate existing at the time vacation is taken. Each day of vacation pay shall be understood to mean eight (8) hours straight time pay and each week of vacation pay shall be understood to mean forty (40) hours straight time pay.

An Employee who shall be obtaining an additional vacation week in the vacation year by virtue of one, two, five, ten, seventeen or thirty years of continuous service may bid that additional week at their time to sign the vacation bid sheet, provided that the additional week of vacation be signed on a vacation week on or after the Employees anniversary date.

If vacation weeks are unavailable to an employee gaining an additional or first week the employee will be allowed to carry over that week into the subsequent year.

SECTION 2. It is further agreed and understood that such vacation period shall not be accumulated.

SECTION 3. Seniority shall prevail in the selection of vacation periods each year. A vacation week begins on Sunday and ends on the following Saturday. A vacation year encompasses all vacation weeks that begin on Sunday during a calendar year.

In calendar year 2002 and annually thereafter, the parties to this Agreement anticipate that there will be a period of time (hereinafter referred to as Summer Break) beginning with the first Sunday after Illinois State University Commencement Ceremonies and ending with the last Saturday prior to the date that ISU student residence halls are open for Fall semester occupancy, during which time sufficient Operators will be available to perform additional vacation relief duty. During the Summer Break, Employer will permit up to ~~six (6)~~ seven (7) Operators to concurrently take their vacation entitlement each week. Seniority shall prevail in the selection of vacation during this period however, no Operator may choose more than two (2) weeks of vacation in the Summer Break period during his/her initial vacation selection. In the event that conditions change (no more than one contracted shuttle bus) such that contracted services are continued through any portion of the Summer Break period, Employer and Union will meet and negotiate the number of Operators who will be permitted to take their vacation entitlement concurrently each week during the Summer Break and the number of weeks that will be encompassed by the Summer Break.

In calendar year 2002 and annually thereafter, the parties to this Agreement anticipate that there will be a period of time (hereinafter referred to as Winter Break) beginning with the first Sunday after the conclusion of the Fall semester and ending with the last Saturday prior to the date that ISU student residence halls are open for Spring semester occupancy, during which time sufficient Operators will be available to perform additional vacation relief duty. During the Winter Break, Employer will permit up to ~~five (5)~~ seven (7) Operators to concurrently take their vacation entitlement each week. In the event that conditions change (no more than one contracted shuttle bus) such that contracted services are provided through any portion of the Winter Break period, Employer and Union will meet and negotiate the number of Operators who will be permitted to take their vacation entitlement concurrently each week during the Winter Break and the number of weeks that will be encompassed by the Winter Break.

In calendar year 2010 and annually thereafter, the parties to this Agreement anticipate that there will be a periods of time (hereinafter referred to as Spring Break and Fall Break) during the Fall and Spring Semesters of the ISU School year, during which time sufficient Operators will be available to perform additional vacation relief duty. During the Fall and Spring Breaks, Employer will permit up to ~~four (4)~~ seven (7) Operators to concurrently take their vacation entitlement each week. In the event that conditions change (no more than one contracted shuttle bus) such that contracted services are provided through any portion of the Fall and Spring Breaks period, Employer and Union will meet and negotiate the number of Operators who will be permitted to take their vacation entitlement concurrently during the Fall and Spring Breaks and the number of weeks that will be encompassed by the Fall and Spring Breaks.

ARTICLE 17

HOLIDAY PAY AND SICK PAY

SECTION 1.

(a) Commencing January 15, 1996, all employees covered by this Agreement, except those employed on a part-time basis, shall receive eight (8) hours pay at their regular straight time hourly rate for the day on which New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day is legally observed by the Federal government provided however, each holiday shall be construed to mean one day.

(b) Commencing January 15, 1996, part-time employees shall receive four (4) hours pay at their regular straight time hourly rate for the days delineated in (a) above.

SECTION 2.

(a) Each full-time employee shall be entitled to a paid holiday on his birthday ~~and on the anniversary date of his employment with EMPLOYER~~ except that if his birthday ~~and/or anniversary date~~ falls on a holiday as otherwise provided in this Agreement, he shall be entitled to a paid holiday the day before or the day after his birthday ~~and/or anniversary date~~, whichever is mutually agreeable to the employee and the EMPLOYER. If a full-time employee's birthday ~~and/or anniversary date~~ falls on his regular day off, he shall be paid eight (8) hours at his straight time hourly rate.

(b) Each part-time employee shall be entitled to a paid holiday on his birthday except that if his birthday falls on a holiday as otherwise provided in this Agreement, he shall be entitled to a paid holiday the day before or the day after his birthday, whichever is mutually agreeable to the employee and the EMPLOYER. If a part-time employee's birthday falls on his regular day off, he shall be paid four (4) hours at his straight time hourly rate.

(c) If two or more employees in the same department share a common birthday ~~and/or employment anniversary date~~ and such a date falls on a day the affected employees are scheduled to work, then an alternate day off mutually agreeable with employee and EMPLOYER may be chosen by the affected employee(s) on a seniority basis so that no more than one (1) affected employee of a department is off on any given date in celebration of his birthday ~~and/or anniversary date~~.

SECTION 3. To qualify for holiday pay an employee shall work at least six (6) hours on the day prior to and the day following the holiday. Extra Board and Part-Time employees shall work their work assignment the day prior to and the day following the holiday to qualify for holiday pay.

SECTION 4.

(a) Beginning ~~January 1, 1996~~, July 1, 2014 and annually thereafter, each employee will ~~accrue~~ **be awarded** ~~one-third (1/3) day of paid sick leave time for each full month worked without absence. In this instance, absences for reason of bereavement, vacation, holidays, and EMPLOYER excused absence such as personal days shall be counted as time worked. Additionally, when absences are due to sickness and such absences are paid as the result of the application of accrued sick leave, such absence shall be counted as time worked for the purpose of sick leave accrual only. For each consecutive six (6) month period beginning January 1, 1996, during which period an employee accrues a total of two (2) days and has not been absent due to sickness or other unexcused absence, the EMPLOYER will grant one (1) additional bonus paid sick leave day to the employee.~~ twelve (12) days of paid sick leave time.

Any new employees shall be awarded a pro rata sick time bank (one day per full calendar month) upon completion of the ninety (90) day probationary period until the following years sick time is awarded (July 1) annually.

(b) These days are to be used for sick leave only or for the care of an immediate family member living in the home who is sick and are to be taken in full day increments.

(c) An employee must carry over any unused sick leave time from one calendar year (July 1 – June 30) to the next until, as of January July 1, his/her accumulated full days of unused sick leave time accumulates to a maximum of forty five (45) days ~~exceed twelve (12) days. On or about January 15, EMPLOYER will pay the employee for any full days of accumulated sick leave time in excess of twelve (12) days at the employees going rate of pay at the time of payment.~~

(d) EMPLOYER shall, by January July 31 of each year, provide the UNION President a written listing of each employee's:

- (1) carry over of any unused sick leave time available at the beginning of the prior year (July 1 – June 30) ,
- (2) ~~sick leave time accrued during the prior year,~~
- (2) sick leave time used in the prior year and,
- (3) sick leave time available for use as of the beginning of the current year. (July 1 – June 30)

(e) Employees, upon separation of service from EMPLOYER who have at least ten (10) years of service with EMPLOYER or have reached the age of fifty-five (55) shall have whatever amount of earned sick leave time available to them, up to a maximum of forty-five (45) days deposited into their retirement account held thru EMPLOYER.

SECTION 5. (a) Effective ~~January 15, 2007~~ July 1, 2014 and annually thereafter, each full-time employee covered by this Agreement employed by the EMPLOYER for at least one (1) year as of ~~January 15~~ July 1 shall be entitled to ~~four (4)~~ five (5) regular work days off with pay annually as "Personal" days provided that:

(1) The employee must give EMPLOYER three (3) operating days prior notice of his/her desire to use personal day.

(2) The EMPLOYER must give prior approval to employee to use a personal day. Excluding Sundays and Holidays, notice to employee regarding approval/disapproval will be provided by Employer no later than 8:00 AM one (1) operating day prior to the date of the requested personal day usage. EMPLOYER will approve or deny personal day requests from employees with two consecutive days off by virtue of seniority, by the end of their shift the day before the two consecutive days off. Notification of request must allow EMPLOYER three (3) days prior notice of approval/denial date in order to consider request

(3) EMPLOYER may waive the prior notice requirement of (1) above in the event of an unforeseen, emergency situation.

(b) Employees are not eligible for ~~four (4)~~ five (5) "Personal" days until they have been employed for one (1) full year as of ~~January 15~~ July 1. On ~~January 15th~~ July 1st of any year, full-time employees employed less than one full year as of ~~January 15th~~ July 1 shall be entitled to Personal days in the calendar year commencing ~~January 15th~~ July 1st based on the following schedule of full-time employment in the year prior to ~~January 15th~~:

- Three (3) Personal days – if employed as a full-time employee between ~~January 15~~ July 1 and ~~May 14~~ October 30th of the preceding year.
- Two (2) Personal days – if employed as a full-time employee between ~~May 15~~ November 1 and ~~September 14~~ February 28th (29th) of the preceding year.
- One (1) Personal day – if employed in the previous period as a full-time employee between ~~September 15~~ March 1 and ~~January 14~~ June 30.

(c) "Personal" days will be paid at straight time. "Personal" days may be taken in one-half (1/2) day or full day (i.e., 8 hour) increments.

(d) For regular Operators and Full-time Maintenance employees who have a regularly scheduled meal break, the first half work day begins at the time the employee is regularly scheduled to first report for work and ends at the time the employee is regularly scheduled to report back to work after their regularly scheduled meal break. The second half work day begins at the time the employee is scheduled to return to work after their regularly scheduled meal break and ends at the time the employee is regularly scheduled to be relieved from duty at the end of their work day.

~~(d e)~~ Personal days will not carryover from year to year. They will be paid out at the employee's current rate of pay, on or about July 31st of each year. Personal days are not paid out upon separation of employment.

For regular Operators and extra-board Operators who do not have a regularly scheduled meal break, all report and relief points associated with the Operator utilizing a half Personal day shall occur at a transfer center or at the garage (as appropriate to the work). For such employees utilizing the first half of the work day as a 1/2 Personal day, the EMPLOYER will not assign work assignments that are regularly scheduled to begin before 12 noon. For such employees utilizing the second half of the work day as a 1/2 Personal day, the EMPLOYER will not assign work assignments that are regularly scheduled to begin after 12 noon.

An employee will be compensated for four (4) hours at their straight time hourly rate of pay for each one-half (1/2) Personal day utilized by the employee.

SECTION 6. In the event the Employer suspends operations because of inclement weather and releases employees from scheduled work assignments, the employees released from scheduled work assignments will be compensated at their regular rate of pay for scheduled work hours lost as a result of the suspension of operations. However, this provision applies only to the first (full or partial) day of an inclement weather suspension of service in any calendar year.

In the event the Employer suspends operations because of inclement weather and releases employees from scheduled work assignments on two (2) or more operating days in a calendar year, the employees released from work schedule assignments may use accrued sick pay on the second and any subsequent days of suspended operations resulting from inclement weather.

Sick pay applied in such a manner shall be applied in 1/3 day increments, not to exceed the employees lost work time. Further the application of sick pay in such instance shall be counted as time worked for the purpose of Article 17, Section 4.

ARTICLE 24

RUNS, WORK DAY AND DAYS OFF - MOTOR COACH OPERATORS

SECTION 1. A regularly assigned run is a day's work selected by a motor coach operator in accordance with his seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. All other pieces of work shall be classed as extra work.

SECTION 2. Motor coach operators who have sufficient seniority to select and who are assigned to regularly scheduled runs during an assignment of "pick" of runs are defined as regular motor coach operators. All other motor coach operators are defined as extra motor coach operators.

SECTION 3. All regularly assigned runs shall be constructed so as to contain at least eight (8) pay hours. Time allowances may be included to make up the minimum pay hours.

SECTION 4. All regular motor coach operators shall be entitled to two (2) days off each week. Sunday will be considered one of the two days off for all regular board operators until or unless regular board work includes Sunday work.

SECTION 5. This article is intended to provide a basis for establishing normal work schedules and to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

SECTION 6. Regular motor coach operators shall have the right to refuse to work on their regular days off without discipline.

SECTION 7. An Operator may refuse an early morning work assignment if less than eight and one half hours (8 1/2) has transpired since the Operator was relieved from evening service. In the event an Operator exercises their right to refuse an early morning work assignment under such circumstances, the Operator shall not be deemed to have made themselves "unavailable" under Article 28, Section 2 by virtue of their refusal nor will the hours refused under such circumstances be charged against the Operator and negatively impact their normal rotation of work assignments.

ARTICLE 25

ASSIGNMENT OF RUNS

SECTION 1. Regular runs shall be picked according to seniority. Runs shall be posted not less than ~~five (5)~~ **ten (10)** days before effective date and run picks must be completed two (2) days before going into effect. Assignment dates shall be on or about the beginning of the closest pay period on or near the first of the months of Dec, April, Aug or more often if deemed necessary by the EMPLOYER. **If a permanent opening becomes available with more than 60 days remaining in the current bid, the bid board will be rebid from the place of the new opening until the end of the term of that regular bid board. Once the board is opened the rebid must be completed within three days**

SECTION 2. The designee of EMPLOYER shall be in full charge of all sign-ups. All ~~operators~~ **employees** must keep in touch with said designee during the progress of a bid, and, failing to do so, shall have his selection made by ~~said designee~~ **president of ATU Local 752 or his designee**. If an operator entitled to a bid is ill or on leave of absence or on vacation, he shall be notified, if possible. If he cannot be notified, the ~~said designee of EMPLOYER~~ **president of ATU Local 752 or his designee** shall bid for him **within four (4) hours of being notified that an employee cannot be notified.**

SECTION 3. In emergencies, EMPLOYER may make temporary assignments of runs until a selection and assignment can be made as herein provided.

SECTION 4.

(a) Vacation Board Operators run assignments shall be picked in order of seniority from extra board operators after the picking of Regular Board Runs as described in Article 25, Sec 1. Assignments for vacation runs shall be comprised of the two most senior vacation runs in order of seniority. If at any time there are fewer than two vacation runs, the vacation run drivers will return to the regular rotation of the extra board for that week in order of least seniority. Vacation board operators are not eligible for temporary assignment to regular board work in regard to regular board leaves of absence and receive no additional benefits outside of what is described in this agreement for an extra board operator.

(b) When regular board operators on vacation exceed vacation board operators, the extra runs will be assigned to an extra board operator for a full week beginning with the most senior extra board operator. Each successive regular board vacation week run will be assigned to the next lower seniority extra board operator until the least senior extra board operator is assigned a regular board vacation week run. The next available regular board vacation week run will again be assigned to the senior extra board operator and the regression, in order of seniority, of regular board vacation week run assignments will begin again.

(c) An extra board operator in the rotation of vacation runs, may choose to pass on a vacation board assignment provided that the extra board operator signs a waiver of the thirty-eight (38) hour work assignment guarantee (Article 28, Section 2 of the Agreement) for the period of the vacation board assignment he has passed. The vacation board assignment would be placed on the extra board work assignment list for assignment on a daily basis. An operator choosing to pass forfeits his/her assignment right during the rotation cycle. If an extra board operator is on vacation or otherwise unavailable for the for the regular board vacation run week he would normally be assigned as provided above, he forfeits his/her assignment right during the rotation cycle and the vacation board assignment would be placed on the extra board work assignment list for assignment on a daily basis.

(d) An extra board operator on a vacation board assignment may request a maximum of one (1) personal day during the vacation board assignment pursuant to Article 17, Section 5 without having to forfeit his/her vacation board assignment.

(e) The vacation board assignment fulfills the EMPLOYERS responsibility to provide each extra motor coach operator with work assignments totaling thirty-eight (38) hours per payroll week (Article 28, Section 2 of the Agreement). During an extra board operator's vacation run assignment, the extra board operator remains an extra board operator within the meaning of the term as provided by this agreement.

SECTION 5. In the event any three (3) or fewer pieces of motor coach work can be linked to satisfy the definition of a "regularly assigned run", such work will be offered for selection as a regularly assigned run at the time of the next available pick of runs. Provided however, a regularly assigned run shall not entail a requirement to link pieces of motor coach work that span, from report time to the end of the run, more than twelve and one-quarter (12.25) hours.

SECTION 6. In the event a Part Time and/or Extra Board operator's daily work assignment exceeds thirteen (13) hours, from the time the Operator is scheduled to first report for work to the time that the Operator is relieved from work, any time worked after thirteen (13) hours has passed since the Operator first reported for work that day, will be compensated at one and one-half (1 ½) times the Operator's straight time hourly rate. Time and one-half pay for such work hours shall be calculated daily and shall not be included in hours paid at time and one-half (1 ½) for purposes of calculating overtime pay under Article 30, Section 1.

ARTICLE 29

WAGE RATES - MOTOR COACH OPERATORS

SECTION 1 (Op). The straight time hourly rates of pay for motor coach operators who have progressed to 100% of wage, but do not qualify for health insurance hourly holdback, will be as follows:

For the period beginning January 15, 2014 to and including June 30, 2015: **\$25.83**
For the period beginning July 1, 2015 to and including June 30, 2016 : **\$26.35**
For the period beginning July 1, 2016 to and including June 30: **\$26.88**

WAGE RATES - MAINTENANCE EMPLOYEES

SECTION 1 (Ma). The regular straight time hourly rates of pay for maintenance employees who have progressed to 100% of wage, but do not qualify for health insurance hourly holdback, will be as follows:

<u>Classification</u>	<u>1/15/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>
Class A	\$27.30	\$27.85	\$28.41
Class B	\$26.87	\$27.41	\$27.96
Class C	\$26.28	\$26.81	\$27.35
FT. Serviceman	\$25.83	\$26.35	\$26.88
P.T. Serviceman	\$25.83	\$26.35	\$26.88
Custodian	\$ 17.00	\$ 17.34	\$ 17.69

WAGE RATES – ADMINISTRATION EMPLOYEES

SECTION 1 (Ad). The straight time hourly rates of pay for employees who have progressed to 100% of wage, will be as follows:

<u>Classification</u>	<u>1/15/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
	<u>6/30/2015</u>	<u>6/30/2016</u>	<u>6/30/2017</u>
Dispatcher	\$ 19.57	\$ 19.96	\$ 20.36
Receptionist	\$ 14.42	\$ 14.71	\$ 15.00
Administrative Assistant	\$ 24.35	\$ 24.84	\$ 25.34

SECTION 2 (Op.,Ad) The straight time hourly rates of pay for ~~motor coach operators~~ all employees who are motor coach operators, dispatchers, receptionist or administrative assistants covered under this agreement shall be supplemented by an additional five cents (\$.05) per hour after each five (5) years of consecutive employment.

SECTION 2-Ma. The regular straight time hourly rate of pay for Class "A" and Class "B" maintenance employees as shown shall be supplemented by an additional ten cents (\$.10) per hour after each five (5) years of consecutive employment. The regular straight time hourly rate of pay for other maintenance employees as shown shall be supplemented by an additional five cents (\$.05) per hour after each five (5) years of consecutive employment.

SECTION 3-Ma. In the event EMPLOYER appoints a maintenance employee as a working foreman, he shall be paid five cents (\$.05) per hour over and above the rate allowed to his classification while acting in that capacity.

SECTION 3-Op. The straight time hourly rate of pay for motor coach operators hired after January 15, 1996 but prior to January 14, 2014 shall be per the following schedule:

<u>Months Of Seniority</u>	<u>% Of Wage (Section 1)</u>
0 to 12 months	70%
12 to 24 months	80%
24 to 36 months	90%
36 or more months	100%

The straight time hourly rate of pay for motor coach operators hired after January 15, 2014 shall be per the following schedule:

<u>Months Of Seniority</u>	<u>% Of Wage (Section 1)</u>
0 to 12 months	60%
12 to 24 months	70%
24 to 36 months	80%
36 to 48 months	90%
48 or more months	100%

SECTION 3-Ad. The straight time hourly rate of pay for employees in the administration department hired after tification shall be per the following schedule:

<u>Months Of Seniority</u>	<u>% Of Wage (Section 1 - Ad)</u>
0 to 12 months	85 %
12 to 24 months	90 %
24 to 36 months	95 %
36 or more months	100 %

SECTION 4-Ma. The straight time hourly rate of pay for Class "A" and "B" maintenance employees who have less than six (6) months seniority will be ten percent (10%) less than maintenance employees of the same classification with twelve (12) or more months of seniority.

The straight time hourly rate of pay for Class "A" and "B" maintenance employees who have at least six (6) months seniority but less than twelve (12) months seniority will be five percent (5%) less than maintenance employees of the same classification with twelve (12) or more months of seniority.

The straight time hourly rate of pay for all other maintenance employees shall be per the following schedule according to the classification of each employee.

If employee was hired after January 14, 1996 but prior to January 14, 2014, the following schedule shall apply:

<u>Months Of Seniority</u>	<u>% Of Wage (Section 1)</u>
0 to 12 months	70%
12 to 24 months	80%
24 to 36 months	90%
36 or more months	100%

If employee was hired after January 15, 2014 the following schedule shall apply:

<u>Months Of Seniority</u>	<u>% Of Wage (Section 1)</u>
0 to 12 months	60%
12 to 24 months	70%
24 to 36 months	80%
36 to 48 months	90%
48 or more months	100%

EMPLOYER will provide a list of approved ASE certification which once obtained will be eligible for a ten cent (\$.10) hourly increase for the employee until Master Status is obtained at which time a twenty five cent (\$.25) hourly increase for each certification will be approved. Should the employee not maintain certification(s), the wage increase previously awarded for that certification will be forfeited until certification is once again achieved. Should he not maintain master status, the wage increase for each certification the employee has maintained will be returned to ten cents (\$.10) hourly until Master Status is once again achieved.

~~SECTION 5. Beginning January 15, 2007, the straight time hourly rates of pay for full-time Maintenance employees who qualify for the health insurance hourly holdback will be sixty cents (60¢) per hour greater than the effective hourly wage rates indicated under Article 39, Section 1. Full-time maintenance employees do not qualify for health insurance hourly holdback rates until they participate in the Employer's group health insurance plan.~~

SECTION 4-5. Beginning January 15, 2007, the straight time hourly rate of pay for full-time ~~motor coach operators~~ Employees who qualify for the health insurance hourly holdback will be sixty cents (60¢) per hour greater than the effective hourly wage rate indicated under Article 29, Section 1 and Section 3. ~~Full-time motor coach operators~~ Employees do not qualify for health insurance hourly holdback rates until they participate in the Employer's group health insurance plan.

SECTION 6 (Ma). Part-time Servicemen, employed on or after January 15, 2007, shall be paid an hourly rate of pay pursuant to the provisions of Article 39 and Article 41-A except that, for the purpose of applying Article 39, a Part-time Serviceman will be deemed to have accrued 12 months of seniority only when such Part-time Serviceman has accrued 1,560 payroll hours.

ARTICLE 31

EMERGENCIES

SECTION 1. All ~~motor coach operators and garage employees~~ employees shall be ready to respond to calls made upon them by EMPLOYER for service in unusual cases for extra work before or after regular hours when necessary.

ARTICLE 34

UNIFORMS AND TOOLS

SECTION 1.

(a) While on duty all employees shall present a neat and clean appearance and shall wear uniforms which conform to the specifications of EMPLOYER. Failure to wear the specified uniforms or keep them clean may result in disciplinary action after EMPLOYER warnings.

(b) Employees shall not wear uniform articles except; while on duty, while directly en route from home to duty or duty to home or, over duty lunch periods.

SECTION 2. Effective January 15, 1996 and annually thereafter, EMPLOYER shall pay for employer approved uniforms purchased and rented by each respective employee under this Agreement, up to the following maximum amounts:

(a). During the first (1st) year of employment, EMPLOYER shall purchase, on behalf of the effected employee an amount of uniforms not to exceed:

Operators: \$450

Administration: \$300

This entitlement is earned during the first year of an employee's employment at a rate equal to 1/12 of the cost of the first year uniform entitlement for each full month the first year Operator is employed. If, during the first year of an ~~Operator's~~ Employee's employment, the ~~Operator's~~

Employee's employment is terminated, the Employer may recover any unearned uniform cost from the final paycheck of the first year employee. However, if the Operator's Employee's termination is the result of an illness or injury, the Employer shall waive its right to recover unearned uniform costs.

(b). During the second (2nd) year of an employee's employment, beginning July 1, 2015 and annually thereafter EMPLOYER shall contribute a maximum of:

Operators: \$150

Administration: \$125

toward the purchase of an Employee's specified uniform articles. If an employee fails to use any portion of his annual uniform allowance, such unused portion may be carried forward to the subsequent year and be made available. However, no more than \$ 300 may be carried forward from one year to the next year. Any portion of the unused annual uniform allowance in excess of \$300 shall, beginning July 1 of each year, no longer be available for use by the respective operator.

(c). EMPLOYER shall contribute 100% of the weekly rental cost of uniforms rented by maintenance employees. EMPLOYER will upon request, provide coveralls and heavy winter coat to Maintenance Department employees.

SECTION 3. EMPLOYER shall provide an allowance for tools, disposable supplies, personal safety equipment, work shoes, and employee optional tool insurance for each of its maintenance employees in the following maximum amounts:

Class "A" and "B" Mechanics:	\$-475 annually
Class "C" Mechanics:	\$ 475 annually
Full Time Servicemen:	\$ 175 annually
Part Time Servicemen:	\$ 175 annually
Custodian:	\$ 125 annually

All tool, disposable supplies, personal safety equipment, work shoes and employee optional tool insurance purchases must have the prior approval of EMPLOYER in order to receive the allowance application. EMPLOYER will reimburse maintenance employees for approved tool purchases within fifteen (15) days of the date that a maintenance employee presents a proper invoice for such approved tool purchase(s) to the Maintenance Director or his designee.

EMPLOYER shall provide servicemen all necessary tools needed for their daily work requirements.

Article 37

CLASSIFICATIONS-MAINTENANCE EMPLOYEES

SECTION 4. Service ~~Men~~ Technicians are maintenance employees who are capable of and can satisfactorily perform any type of service labor such as hosteling, fueling, oiling, vehicle and maintenance equipment inspections, and minor repairs such as, replacing vehicle light bulbs, light lenses, reflectors, wiper blades, mirrors, batteries, tires and seat cushions and cleaning of such vehicles or equipment or units thereof as may be assigned by EMPLOYER for service, ~~and the maintenance of buildings and grounds.~~

SECTION 5. Part-Time Service ~~Men~~ Technicians are maintenance employees who are capable of and can satisfactorily perform any type of Service labor such as hosteling, fueling, oiling, vehicle and maintenance equipment inspections, and minor repairs such as, replacing vehicle light bulbs, light lenses, reflectors, wiper blades, mirrors, batteries, tires and seat cushions and cleaning of such vehicles or equipment or units thereof as may be assigned by EMPLOYER for service, ~~and the maintenance of buildings and grounds.~~

SECTION 6. Custodian are maintenance employees who are capable of and can satisfactorily perform buildings, grounds, and amenity maintenance and upkeep such as cleaning, painting, minor carpentry work, and lawn care.

SECTION 7. Part- Time Custodian are maintenance employees who are capable of and can satisfactorily perform buildings, grounds, and amenity maintenance and upkeep such as cleaning, painting, minor carpentry work, and lawn care.

Article 38

PROMOTIONS-MAINTENANCE EMPLOYEES

SECTION 1. When EMPLOYER shall determine that a vacancy exists in any of the higher classifications, it will be the policy of EMPLOYER to fill such vacancies from the ranks of its maintenance employees in a lower classification on the basis of seniority, provided ~~men~~ an employee of sufficient ability and qualifications are available for that purpose.

~~SECTION 2. — Employees promoted under the provisions of this Article shall be given not to exceed sixty (60) days within which to qualify. In the event any employee fails to qualify within such period, he shall revert back to his former classification without loss of seniority. Employees promoted under the provisions of this Article shall receive the higher rate of pay while performing the higher grade of work required while in such position.~~

~~SECTION 3 2. Class "B" Maintenance Men shall be in training for a minimum of five (5) years as Class "B" Maintenance Men before being eligible for promotion. After five years of service as a Class "B" Maintenance Man, a maintenance employee shall be given a pass/fail, hands on examination as well as a written examination administered by EMPLOYER to test his/her ability and qualifications for promotion to Class "A" Maintenance Man. Successful (i.e., 80% correct response) completion of the written examination shall entitle the Class "B"~~

~~Maintenance Man to promotion to Class "A" Maintenance Man. Should the Class "B" Maintenance Man fail to pass the hands on test and to complete the written examination with an 80% correct response rate, he will continue to remain a Class "B" Maintenance Man for an additional ninety (90) days after which time he will again be tested.~~ Will be required to hold at least two ASE Certifications, and EPA 608 and 609 certifications, as well as have Cummins Insite familiarization or qualifications.

For promotion to Class "A" Maintenance Men a minimum of 4 years (from date of hire as Class "C") must be met as well as two consecutive evaluations of "Meets Expectations" or higher, and must hold ASE Certifications in at least four Transit Bus Series specialties.

SECTION 4 3. Class "C" Maintenance Men ~~shall be in training for a minimum of two (2) years as Class "C" Maintenance Men before being eligible for promotion. After two years of service as a Class "C" Maintenance Man, a maintenance employee shall be given a pass/fail, hands on examination as well as a written examination administered by EMPLOYER to test his/her ability and qualifications for promotion to Class "B" Maintenance Man. Successful (i.e., 80% correct response) completion of the written examination shall entitle the Class "C" Maintenance Man to promotion to Class "B" Maintenance Man. Should the Class "C" Maintenance Man fail to pass the hands on test and complete the written examination with an 80% correct response rate, he will continue to remain a Class "C" Maintenance Man for an additional six (6) months after which time he will again be tested.~~ Will be required to have 120 hours of formal training in Automotive and/or Diesel Mechanics courses, and hold EPA 608 and 609 certifications. A Class "C" Maintenance Man shall be in training for a minimum of two years and must score at minimum a "Meets Expectations" on his/review for two consecutive years.

For a Class "C" Maintenance Men to progress to a Class "B" they must hold at least two ASE Certifications as well as have Cummins Insite familiarization or Qualifications.

SECTION 4. Maintenance evaluations will be conducted annually for all maintenance employees for the purpose of identifying individual strengths and weaknesses as well as establishing goals and objectives for technical and professional growth. A Semiannual follow up meeting will be scheduled to discuss progress on specified goals and objectives.

ARTICLE 39

CUSTODIANS

SECTION 1. In the event that EMPLOYER seeks to hire any full time custodian, all part time custodians will have the first opportunity for the full time custodian position.

ARTICLE 40
OVERTIME-MAINTENANCE EMPLOYEES

SECTION 1. Maintenance employees shall be paid at one and one-half (1 1/2) times their regular straight time hourly rate of pay for all work performed in excess of ~~eight (8) hours per day~~ forty (40) hours per week.

SECTION 2. This Article is intended to provide a basis for establishing rules of overtime and a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

ARTICLE 41
INSURANCE

SECTION 1. The group health and hospital insurance policy, including the eligibility requirements established by the EMPLOYER, in effect on the date this Agreement is executed, shall be maintained for the term of this Agreement; provided, however, that the EMPLOYER retains the right to change insurance carriers or otherwise provide for coverage as long as the level of benefits remains substantially the same.

SECTION 2. All full-time employees eligible for participation in the Employer established group health and hospital insurance policy shall, upon becoming eligible for participation, become participants in the plan. Employer and Union understand that full-time employees become eligible for participation in the group health and hospital insurance policy on the first day of the month subsequent to an employee completing ninety (90) days of full-time employment.

Employer will continue to deduct, on a bi-weekly basis, such health insurance hourly holdback amounts until the health insurance hourly holdback deductions for an employee equals twenty-five percent (25%) of the bi-weekly health insurance premium expense to provide the Employer established group health and hospital insurance policy for the employee. For purposes of computing the bi-weekly health insurance premium expense for each employee, the monthly premium expense for each employee in effect at the time the health insurance hourly holdback was earned by the employee will be multiplied by twelve (12) and divide by twenty-six (26). As calculated, the result will represent 100% of the bi-weekly premium expense.

Effective September 1, 2007, and beginning on the first day of each month thereafter for employees who subsequently become eligible for participation in the Employer group health insurance plan, Employer shall deduct, on a bi-weekly basis, an amount equal to 25% (but not more than ~~sixty four dollars 64.00~~ seventy dollars (\$ 70.00)), of the employee group health insurance plan monthly premium expense from each participating employee's pay. The amount shall be computed as follows:

Step 1. Multiply by 12, the current total monthly premium expense for each employee.

Step 2. Divide the result of Step 1 by 26.

Step 3. Multiply the amount derived in step 2 by 25%.

Step 4. Step 3, but not more than \$~~64.00~~ 70.00 equals the bi-weekly payroll deduction.

The Employer will continue to pay the cost of the Employer established group health and hospital insurance policy, on eligible employees only, after applying any health insurance hourly holdback deductions from employees.

SECTION 3. Prior to September 1, 2007 and as part of the Employer established group health and hospital insurance policy, Employer will provide a disability insurance benefit for each employee covered under the policy. Disability benefits will equal 66.7% of a disabled employee's earnings not to exceed \$500 per week. Beginning September 1, 2007, such disability benefit will be increased to 66.7% of a disabled employee's earnings not to exceed \$750 per week.

SECTION 4. Employer shall, beginning January 15, 1996, contribute forty percent (40%) per month toward the cost of the dependent health insurance premium for each participating employee.

SECTION 5. EMPLOYER will provide Employees with a choice of a Dental Insurance Plan and a Vision Insurance Plan. Premium costs will be paid solely by the Employees choosing to participate in either plan.

SECTION 6. EMPLOYER will provide a Medical Insurance Continuation for Retirees policy for Employees of the System who are represented by ATU Local 752, that have worked with the System for at least twenty (20) years and are at least fifty-five (55) years of age. Premium costs will be paid solely by the Employees choosing to participate in the plan.

SECTION 7. To the extent permitted by law, employee deductions for health insurance premium expenses will be structured as pre-tax deductions.

ARTICLE 41-A

SEMI-ANNUAL WAGE ADJUSTMENTS

SECTION 1. For the purpose of this section, the Consumer Price Index (C.P.I-W) refers to the revised Consumer Price Index for Urban Wage Earners and Clerical Workers...U.S. city average...all items (1967-100), published by the Bureau of Labor Statistics, U. S. Department of Labor. Beginning January 15, 1996 and annually thereafter, for each .5 upward movement of the Consumer Price Index for Urban Wage Earners and Clerical Workers (C.P.I-W) the EMPLOYER will grant a one cent (\$.01) per hour allowance for each employee until the annual increase of C.P.I-W exceeds 3%. The allowance, if any, shall be based upon the difference between the Base Index Figure published in January 1996 (December 1995 CPI-W) and the Index Figure published in July 1996 (June 1996 CPI-W); semi-annual adjustments shall be made on July 15, 1996, January 15, 1997, July 15, 1997, January 15, 1998, July 15, 1998 and January 14, 1999 of each year using the January published Index Figure (December CPI-W) for each year as the Base Index and the most recent published measurement available prior to the adjustment date and will be accumulative for the length of the contract. This adjustment shall be added to each classification rate of pay.

The Basic Wage Rates of all employees covered by this Agreement shall not be reduced by the application of semi-annual wage adjustments.

During the term of the Agreement from January 15, 2014 through June 30, 2017 and during the term of any extension of such Agreement, the provisions of Article 41-A (above) shall not be in effect and the Employer shall not grant employee wage allowances based on changes in the CPI-W from December of 2013 through June December of 2017. The Union and Employer agree that the language of Article 41-A shall again become effective and applicable upon renewal of this Agreement unless the parties again agree to suspend the application of Article 41-A. If the language of Article 41-A becomes effective and applicable it is understood and

agreed that the activation of the Article 41-A language shall not be retroactive but rather, prospective beginning with the Base Index Figure published in ~~January~~ July 2017 (i.e., the ~~December 2012~~ June 2017 CPI-W) and an initial adjustment date agreed to by the parties.

ARTICLE 43 BEREAVEMENT

SECTION 1. Each employee shall be entitled up to three (3) days with pay, if those days fall on regular work days, in the event of the death of a relative to the employee in the following categories: spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law ~~and~~ grandchild ~~and~~ stepchild **grandmother, grandfather and grand stepchild**. Such pay shall be at regular straight time hourly rates.

The employee shall select a maximum of three (3) days from the list below:

- 1) The day of the covered relatives death
- 2) The day following the death of the covered relative
- 3) The 2nd day following the death of the covered relative
- 4) The day of the covered relatives visitation service
- 5) The day of the covered relatives funeral

Employee must complete and submit an absence request form listing the three (3) days they select from the list above.

~~An employee shall also be entitled to be absent from work with pay on the day of the funeral of the employee's grandmother, grandfather or grand stepchild to attend the funeral.~~

Employee must provide documentation verifying the event(s).

SECTION 2. The designee of Local 752 shall be excused by the EMPLOYER from performing work assignments on the day that designee is to attend the funeral of a deceased member of Local 752.

SECTION 3. Part-Time employees shall be entitled to the same bereavement benefit provided full time employees except that a days pay shall be construed to mean four (4) hours pay at regular straight time hourly rates of pay.

SECTION 4. In the event an employee is on vacation at the time of death of his/her: spouse, mother, father or children, the employee shall be entitled to bereavement time (per Section 1) provided that the employee attends the funeral and further provided the bereavement time begins on the day of death. The vacation time (1-3 days) displaced by the bereavement time shall be taken in consecutive day(s) in the next subsequent week.

ARTICLE 53
EMPLOYEE RESIDENCY

SECTION 1. ~~All employees covered by this Agreement must reside within fifteen (15.0) miles of the city limits of Bloomington or Normal, Illinois.~~

EMPLOYER will provide an issued pass for any employee's immediate family members (husband, wife, children living at home) entitling those family members to use the system free of charge.

SECTION 2. It is agreed by the UNION and EMPLOYER that wherever a term occurring in the text of the Agreement refers to a specific gender, the term is understood to refer equally to employees of the opposite gender.

MEMORANDUM(S) OF UNDERSTANDING

The following issues are agreed upon between EMPLOYER and the UNION that are to be instituted effective January 15, 2014 through June 30, 2014 where applicable.

SICK DAYS

All Employees will receive credit for six (6) additional sick days effective January 1, 2014.

By July 30, 2014 EMPLOYER will provide the UNION a written listing of each employee's:

- (1) carryover of any unused sick leave time available at the beginning July 1, 2014
- (2) sick leave time used in the period January 1, 2014 – June 30, 2014
- (3) sick leave time available for use as of the beginning July 1, 2014.
- (4) how many sick days were used in the period January 1 – June 30, 2014

PERSONAL DAYS

All Employees will receive credit for two and a half (2 ½) Personal days effective January 1, 2014.

By July 30, 2014 EMPLOYER will provide the UNION a written listing of each employee's:

- (1) carryover of any unused Personal days available at the beginning July 1, 2014
- (2) Personal days used in the period January 1, 2014 – June 30, 2014
- (3) Personal days available for use as of the beginning July 1, 2014.

EXAMPLE:

EMPLOYEE IS AWARDED 2 ½ PERSONAL DAYS ON JANUARY 1, 2014

EMPLOYEE USES 4 PERSONAL DAYS AND HIS ANNIVERSARY DAY PRIOR TO JULY 1, 2014 (2 ½ DAYS MINUS 5 DAYS EQUALS NEGATIVE 2 ½ DAYS)

ON JULY 1, 2014 EMPLOYEE IS AWARDED 5 PERSONAL DAYS

THAT EMPLOYEE, SINCE HE HAS USED 4 PERSONAL DAYS AND ANNIVERSARY DAY WILL HAVE 2 ½ DAYS AVAILABLE TO USE UP UNTIL THE FOLLOWING JULY 1, WHEN THE NEXT FIVE DAYS ARE AWARDED.

Insurance Reopener

In the event the (25%) employee portion of Group Medical Insurance premium increases to a dollar value higher than \$75.00, Article 41- Insurance of the executed Collective Bargaining Agreement will be opened for negotiation. Both parties; known as “the union and “the employer” agree that only Article 41-Insurance will be opened and both sides are compelled to negotiate in good faith on the issue of Insurance, **but such obligation does not compel either party to agree to a proposal or require the making of a concession.**

Uniforms (MOU)

Upon ratification of the contract, each employee will receive an additional uniform allotment of \$200 in order to purchase additional new uniforms. Any operator who was hired in 2013 that was issued a complete set of brown Uniforms will receive an additional \$100 for a total of \$300.

In order to compensate for the shift from January to July for the issuance of the annual uniform allowance, an additional \$75.00 will be added to the above mentioned amounts. The annual uniform allotments as described in Article 34 of the CBA will begin on July 1, 2015. Carryover limits of the uniform allowance will apply July 1, 2015.

Maintenance Department Promotions

The following has been discussed and agreed to by ATU 752 and Connect Transit Maintenance Department Personnel and shall take effect upon ratification of the Collective Bargaining Agreement between said parties and shall expire upon mutual agreement by said parties.

It is agreed that all Class A mechanics will be grandfathered into the new CBA.

It is also agreed that the one Class B mechanic will be given an opportunity to take the existing test to move to Class A. after all requirements under the old CBA have been fulfilled.

It is also agreed the one Class C mechanic will have the option to progress under either the old CBA or the New CBA solely at their discretion. (Once the Class C commits to either choice), that choice shall be binding and final with respect to their progression

Any Mechanic hired after ratification shall be bound by existing new language.

Issues still to be addressed through a separate MOU

Employees with more than 45 days of sick leave time

UNION 40. OVERTIME DISTRIBUTION

UNION 35 TRAINING OF NEW HIRES

Agreed to by:

**Andrew Johnson,
General Manager
Connect Transit**

**Mick Ferrell
President
ATU Local 752**



May 27, 2014

To: Board of Trustees

From: Patrick Kuebrich, Finance Director

Subject: Recommendation to Approve Heartland Community College Universal Access Agreement

BACKGROUND: The universal access agreement allows students and employees of Heartland Community College to ride Connect Transit fixed route buses free of charge upon displaying their valid school ID. Connect Transit will provide established and regularly publicized Bloomington-Normal citywide public transportation service. Members of Heartland Community College staff and Connect Transit management came to the agreement for Heartland Community College to pay Connect Transit \$120,000.00 for one year of Universal Access in FY 2015, which is a \$10,000.00 (9.1%) increase over FY 2014.

PROPOSED ACTION: That the renewal of the Heartland Community College Universal Access Agreement for \$120,000.00 for fiscal year 2015 be approved.



UNIVERSAL ACCESS SERVICE AGREEMENT

Whereas, Heartland Community College (HCC) at 1500 W. Raab Road, Normal, Illinois and Bloomington-Normal Public Transit System (Connect Transit) at 351 Wylie Drive, Normal, Illinois have agreed that benefits accrue to both parties in providing a means by which HCC may provide for fare prepayment for HCC students utilizing the fixed route buses of Bloomington-Normal Public Transit System and,

Whereas, HCC and Connect Transit have agreed to terms which will allow HCC students to use the fixed route services of the Connect Transit without the requirement to pay the posted fare.

Now therefore, the parties make this Universal Access Service Agreement as follows:

CONTRACTING PARTIES:

Bloomington-Normal Public Transit System

AND

Heartland Community College

UNIVERSAL ACCESS AGREEMENT TERM:

July 1, 2014 to June 30, 2015 (inclusive)

UNIVERSAL ACCESS SCOPE:

During the period of the Universal Access term, Connect Transit will provide regularly scheduled fixed route services to the general public. Members of the general public are required to pay the posted fare when boarding the bus. Under this Universal Access Service Agreement, HCC students and employees will be allowed to board and ride any and all of the Connect Transit fixed route service offerings with no fare payment after proper display of their valid, current HCC student or employee identification card. Connect Transit and HCC will mutually determine a method by which the validity of identification cards can be verified. The estimated Universal Access ridership for the term of this agreement is 200,000.

CHANGES:

Any changes to the agreement will be enacted upon mutual agreement of the parties, and will be modified by amendment to this agreement. Such amendment (if any) may be agreed to by the parties without prejudice to any other terms of the Universal Access Service Agreement.

OBLIGATIONS OF THE PARTIES

Connect Transit SHALL:

1. Provide safe, clean and fully accessible, buses necessary to meet the Universal Access Service Agreement schedule and service commitment.



2. Provide all necessary and qualified drivers to meet the schedule and service commitment defined above under paragraph 1.
3. Provide all necessary maintenance support services required to appropriately maintain and service all vehicles provided under paragraph 1.
4. Provide, during regular Connect Transit office hours, in-house telephone information services to callers who seek information about Universal Access services.
5. Accept HCC issued student and employee identification cards, valid during the contract period, as pre-paid fares which entitle the bearer to whom the card was issued to ride Connect Transit fixed route services without fare payment. Persons who do not display a current student identification card will be charged the general public posted fare.

UNIVERSAL ACCESS SERVICE AGREEMENT PRICE:

Universal Access charges will be based on an estimated 200,000 rides in FY2015 at a cost of \$.60 per ride. Universal Access Service Agreement price is One Hundred and Twenty Thousand Dollars and no cents (\$120,000.00) at the above stated scope of persons to be included under this Universal Access Service Agreement.

To compensate for variations in ridership, HCC and Connect Transit agree that within thirty (30) days following the end of each calendar quarter covered by this agreement, both parties will meet to review the ridership for the quarter. If ridership has exceeded 50,000 for the quarter, HCC agrees to pay an amount based on the following formula:

$$(\text{Actual Quarterly Ridership} - 50,000) * \$0.60 = \text{Additional Amount Due Connect Transit}$$

If ridership is below 50,000, Connect Transit agrees to refund or credit an amount based on the following formula:

$$(50,000 - \text{Actual Quarterly Ridership}) * \$0.60 = \text{Amount Due HCC}$$

CONTRACT PAYMENT TERMS

The Universal Agreement price shall be payable in twelve (12) payments. The first payment will be due on July 1, 2014. Connect Transit will issue invoices for each of the remaining (11) payments on or before the 20th day of July, August, September, October, November and December of 2014, and January, February, March, April and May of 2015. Each invoice will reflect the amount due Connect Transit for Universal Access service in the month subsequent to the month in which the invoice is prepared.

Payment for invoices will be due on the first of the month following the month in which the invoice is prepared. In the first year of this Agreement, a payment of \$10,000.00 will be due on the first of July, August, September, October, November and December of 2014 and the first of January, February, March, April, May and June of 2015.



OTHER MATTERS

Assignment: This Universal Access Service Agreement shall not be assigned or delegated without the written consent of either party.

Relationship of Parties: Connect Transit is for all purposes an independent contractor and shall not be considered an employee or agent of HCC.

Binding Effect: This Universal Access Service Agreement is binding upon the parties hereto and their successors.

Equal Employment: The parties represent to one another that each is an equal opportunity employer and agrees to abide by any applicable Federal and State rules and regulations concerning the same.

Force Majeure: This Universal Access Service Agreement may be suspended or terminated when performance, by either party, becomes impossible or commercially frustrated due to events beyond the control of the party.

Entire Agreement: This Universal Access Service Agreement puts an end to all negotiations between the parties and constitutes the entire agreement between the parties.



SIGNATURE FORM

This Universal Access Service Agreement is made and concluded this 1st day of July, 2014 by and between Heartland Community College and Bloomington-Normal Public Transit System and each party's successors and assigns.

For and in consideration of the payments and agreements herein provided for to be made and performed the parties agree to furnish all labor, equipment, services, materials, and other means to do all work necessary to perform the duties and responsibilities to one another as set forth and all in accordance with this Universal Access Service Agreement.

HCC agrees to pay Connect Transit for services rendered and work performed by Connect Transit in accordance with this Universal Access Service Agreement subject to any additions or deductions as provided in said Universal Access Service Agreement and to make payments on account thereof as provided in said Universal Access Service Agreement.

This Universal Access Service Agreement and all the covenants shall inure to the benefit and be binding upon the parties and their successors and assigns. Neither party shall have the right to assign, transfer, or sublet their interest or obligations hereunder without the written consent of the other party.

FOR: Bloomington-Normal Public Transit System

BY: _____
Judy Buchanan, Chairman, Board of Trustees

Attest: _____
Secretary, Board of Trustees

FOR: Heartland Community College

BY: _____
Authorized Signatory

Typed or Printed Name of Authorized Signatory



May 27, 2014

To: Board of Trustees

From: Patrick Kuebrich, Finance Director

Subject: Recommendation to Approve Lincoln College-Normal Universal Access Agreement

BACKGROUND: The universal access agreement allows students and employees of Lincoln College-Normal to ride Connect Transit fixed route buses free of charge upon displaying their valid school ID. Connect Transit will provide established and regularly publicized Bloomington-Normal citywide public transportation service. Members of Lincoln College-Normal staff and Connect Transit management came to the agreement for Lincoln College-Normal to pay Connect Transit \$12,650.00 for one year of Universal Access in FY 2015, which is a \$3,300.00 (35.2%) increase over FY 2014.

PROPOSED ACTION: That the renewal of the Lincoln College-Normal Universal Access Agreement for \$12,650.00 for fiscal year 2015 be approved.



UNIVERSAL ACCESS SERVICE AGREEMENT

Whereas, Lincoln College-Normal (LCN) at 715 W. Raab Road, Normal, Illinois and Bloomington-Normal Public Transit System (Connect Transit) at 351 Wylie Drive, Normal, Illinois have agreed that benefits accrue to both parties in providing a means by which LCN may provide for fare prepayment for LCN students utilizing the fixed route buses of Connect Transit and,

Whereas, LCN and Connect Transit have agreed to terms which will allow LCN students to use the fixed route services of Connect Transit without the requirement to pay the posted fare.

Now therefore, the parties make this Universal Access Service Agreement as follows:

CONTRACTING PARTIES: Bloomington-Normal Public Transit System

AND

Lincoln College-Normal

UNIVERSAL ACCESS AGREEMENT TERM: July 1, 2014 to June 30, 2015 (inclusive)

UNIVERSAL ACCESS SCOPE:

During the period of the Universal Access term, Connect Transit will provide regularly scheduled fixed route services to the general public. Members of the general public are required to pay the posted fare when boarding the bus. Under this Universal Access Service Agreement, LCN students and employees will be allowed to board and ride any and all of the Connect Transit fixed route service offerings with no fare payment after proper display of their valid, current LCN student or employee identification card. Connect Transit and LCN will mutually determine a method by which the validity of identification cards can be verified. The estimated Universal Access ridership for the term of this agreement is 23,000.

CHANGES:

Any changes to the agreement will be enacted upon mutual agreement of the parties, and will be modified by amendment to this agreement. Such amendment (if any) may be agreed to by the parties without prejudice to any other terms of the Universal Access Service Agreement.

OBLIGATIONS OF THE PARTIES

Connect Transit SHALL:

1. Provide safe, clean and fully accessible, buses necessary to meet the Universal Access Service Agreement schedule and service commitment.



2. Provide all necessary and qualified drivers to meet the schedule and service commitment defined above under paragraph 1.
3. Provide all necessary maintenance support services required to appropriately maintain and service all vehicles provided under paragraph 1.
4. Provide, during regular Connect Transit office hours, in-house telephone information services to callers who seek information about Universal Access services.
5. Accept LCN issued student and employee identification cards, valid during the contract period, as pre-paid fares which entitle the bearer to whom the card was issued to ride Connect Transit fixed route services without fare payment. Persons who do not display a current student identification card will be charged the general public posted fare.

UNIVERSAL ACCESS SERVICE AGREEMENT PRICE:

Universal Access charges will be based on an estimated 23,000 rides in FY2015 at a cost of \$.55 per ride. Universal Access Service Agreement price is Twelve Thousand Six Hundred Fifty Dollars and no cents (\$12,650.00) at the above stated scope of persons to be included under this Universal Access Service Agreement.

CONTRACT PAYMENT TERMS

The Universal Agreement price shall be payable in two (2) payments. Connect Transit will issue invoices for each of the two payments on or before the 10th day of July 2014 and January 2015. Each invoice will be in the amount of \$6,325.00. Payment for each invoice will be due by the first of the month following the month in which the invoice was issued.

OTHER MATTERS

Assignment: This Universal Access Service Agreement shall not be assigned or delegated without the written consent of either party.

Relationship of Parties: Connect Transit is for all purposes an independent contractor and shall not be considered an employee or agent of LCN.

Binding Effect: This Universal Access Service Agreement is binding upon the parties hereto and their successors.

Equal Employment: The parties represent to one another that each is an equal opportunity employer and agrees to abide by any applicable Federal and State rules and regulations concerning the same.

Force Majeure: This Universal Access Service Agreement may be suspended or terminated when performance, by either party, becomes impossible or commercially frustrated due to events beyond the control of the party.

Entire Agreement: This Universal Access Service Agreement puts an end to all negotiations between the parties and constitutes the entire agreement between the parties.



SIGNATURE FORM

This Universal Access Service Agreement is made and concluded this 1st day of July, 2014 by and between Lincoln College-Normal and Bloomington-Normal Public Transit System and each party's successors and assigns.

For and in consideration of the payments and agreements herein provided for to be made and performed the parties agree to furnish all labor, equipment, services, materials, and other means to do all work necessary to perform the duties and responsibilities to one another as set forth and all in accordance with this Universal Access Service Agreement.

LCN agrees to pay Connect Transit for services rendered and work performed by Connect Transit in accordance with this Universal Access Service Agreement subject to any additions or deductions as provided in said Universal Access Service Agreement and to make payments on account thereof as provided in said Universal Access Service Agreement.

This Universal Access Service Agreement and all the covenants shall inure to the benefit and be binding upon the parties and their successors and assigns. Neither party shall have the right to assign, transfer, or sublet their interest or obligations hereunder without the written consent of the other party.

FOR: Bloomington-Normal Public Transit System

BY: _____ Attest: _____
Judy Buchanan, Chairman, Board of Trustees Secretary, Board of Trustees

FOR: Lincoln College-Normal

BY: _____
Authorized Signatory _____
Typed or Printed Name of Authorized Signatory



DATE: May 27, 2014
TO: Board of Trustees
FROM: Jennifer Sorenson, Community Relations Manager
SUBJECT: Radio Advertising Recommendation

BACKGROUND: This recommendation is for radio advertising in FY 2015, with Great Plains Media. The advertising agreement will create awareness of Connect Transit and highlight its involvement in the community. Radio advertising offers an easily adaptable media option that is accessible to every demographic and has a broad reach.

PROPOSED ACTION: That the General Manager be authorized to execute a one (1) year firm-fixed price contract not to exceed \$39,000 with Great Plains Media.

KEY FEATURES:

Great Plains will provide the following:

- 25 Commercials a week for four (4) weeks/month on two (2) radio stations - 107.7 The Bull & Magic 99.5
- Commercials will air Monday through Sunday 6 am -10 pm
- Both Station streams are included with a minimum of 200 commercials per station per month
- The Connect Transit logo on both station websites
- One weather sponsorship per station per week
- Creative content for a commercial campaign including: advertising scripts and a musical jingle that Connect Transit will own and be able to use in other marketing and advertising efforts
- Additional support and partnership presence with Connect Transit community engagement events and activities

BUDGET INFORMATION: Funding for this project will be made through the 2015 FY operating budget.

<u>40 FOOT (8 BUSES)</u>	<u>SPECIFICATIONS (WxH)</u>	<u>MONTHLY PRICE (1-2 MONTHS)</u>	<u>MONTHLY PRICE (3-5 MONTHS)</u>	<u>MONTHLY PRICE (6-11 MONTHS)</u>	<u>MONTHLY PRICE (12 OR MORE MONTHS)</u>
FULL BUS WRAP		N/A	N/A	N/A	\$2,500
HEADLIGHT/BIKE RACK MOUNT	44x24	\$175	\$150	\$125	\$100
EXTERIOR STREETSIDE KING	144x30	\$200	\$175	\$150	\$125
EXTERIOR CURBSIDE QUEEN	84x29	\$175	\$150	\$125	\$100
STREETSIDE WINDOW ADS (4 AVAILABLE)	50x23	\$225	\$200	\$175	\$150
CURBSIDE WINDOW ADS (4 AVAILABLE)	50x23	\$225	\$200	\$175	\$150
INTERIOR FRAME	17x11	\$50	\$40	\$30	\$20

<u>35 FOOT (5 BUSES)</u>	<u>SPECIFICATIONS (WxH)</u>	<u>MONTHLY PRICE (1-2 MONTHS)</u>	<u>MONTHLY PRICE (3-5 MONTHS)</u>	<u>MONTHLY PRICE (6-11 MONTHS)</u>	<u>MONTHLY PRICE (12 OR MORE MONTHS)</u>
FULL BUS WRAP		N/A	N/A	N/A	\$2,200
HEADLIGHT/BIKE RACK MOUNT	44x24	\$175	\$150	\$125	\$100
TAILIGHT	57x21	\$200	\$175	\$150	\$125
EXTERIOR STREETSIDE KING	144x30	\$200	\$175	\$150	\$125
EXTERIOR CURBSIDE QUEEN	84x29	\$175	\$150	\$125	\$100
STREETSIDE WINDOW ADS (3 AVAILABLE)	44x26	\$225	\$200	\$175	\$150
CURBSIDE WINDOW ADS (3 AVAILABLE)	44x26	\$225	\$200	\$175	\$150
INTERIOR FRAME	17x11	\$50	\$40	\$30	\$20

<u>30 FOOT (22 BUSES)</u>	<u>SPECIFICATIONS (WxH)</u>	<u>MONTHLY PRICE (1-2 MONTHS)</u>	<u>MONTHLY PRICE (3-5 MONTHS)</u>	<u>MONTHLY PRICE (6-11 MONTHS)</u>	<u>MONTHLY PRICE (12 OR MORE MONTHS)</u>
FULL BUS WRAP		N/A	N/A	N/A	\$1,900
HEADLIGHT/BIKE RACK MOUNT	44x24	\$175	\$150	\$125	\$100
TAILIGHT	57x21	\$200	\$175	\$150	\$125
STREETSIDE WINDOW ADS (3 AVAILABLE)	51x24	\$225	\$200	\$175	\$150
CURBSIDE WINDOW ADS (3 AVAILABLE)	47x24	\$225	\$200	\$175	\$150
INTERIOR FRAME	17x11	\$50	\$40	\$30	\$20

**COST DOES NOT INCLUDE PRODUCTION AND INSTALL
AGENCY ADVERTISERS ADD 15%**



DATE: May 22, 2014

TO: Board of Trustees

FROM: Jenifer Clark, Human Resources Director

SUBJECT: Recommendation to change non-represented sick time policy to mirror represented employee sick policy.

BACKGROUND: Upon ratification of the union contract the represented staff will be given 12 sick days per year. Currently all employees, represented and non-represented, accrue 1/3 of a day of sick time per month.

PROPOSED ACTION: That Connect Transit utilize the same sick time policy for all employee classifications, ensuring a benefits equalization for all employees.

SICK LEAVE

ENTITLEMENT: It is the policy of Connect Transit to provide protection for its fulltime and employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. It is a self-insurance program provided by Connect Transit and earned by the employee

SICK LEAVE BENEFIT: All regular full-time, non-union Connect Transit employees receive (12) days sick leave credit at the beginning of the calendar year. A pro-rata amount will be granted to all newly hired employees based on their individual date of hire. At the end of the calendar year, an employee may carry over any unused sick days from the prior year. Sick leave may be accumulated to the maximum of (45) days. When an employee is eligible to begin receiving payments from Connect Transit's Section 457 Deferred Compensation plan without any penalty and the employee files official notice of intent to retire and/or resign in good standing from Connect Transit, the employee may elect to have their accumulated sick leave balance paid to the Section 457 Deferred Compensation plan.

TAKING UNEARNED SICK LEAVE NOT PERMITTED: No employee will be permitted to take leave not yet earned. Sick leave shall be paid at full pay at the employee's current rate of compensation.

PURPOSE OF SUCH LEAVE: Employees may utilize sick leave when they are too ill to report to work, in the event of injury, or for routine medical and dental appointments. Employees may also use sick leave to care for other ill persons within the employee's immediate family. The immediate family shall be defined as an employee's spouse and children within the home. All foreseeable leave for such purposes shall require specific prior approval of the Department Head. In the event of sick leave usage for any purpose, the Department Head may require certification of a medical doctor confirming validity of the illness/injury.

NOTIFICATION: An employee must contact their direct supervisor at least one hour prior to their scheduled start time to request the use of sick leave. During authorized sick leave, an employee must notify the Department Head periodically so that the Department Head may plan on the return. This may be waived in the event of confinement or illness for a specific period of time as indicated in a physician's statement. The standard procedure for use of sick leave benefits is as follows:

A) An employee on sick leave shall inform the Department Head or designated supervisor of the facts and the reason for the absence as soon as possible. Failure to do so on the first (1st) day of illness may be cause for denial of the sick leave pay for the period of absence.

B) Absence for part of a day that is chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hours per day.

C) An employee returning to work after an extended illness of longer than three (3) consecutive days may be required to provide a physician's statement substantiating that the employee may return to work.

Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

D) Notice of an employee's desire to return to work after an illness of one week or more must be given to the Department Head no later than 5:00 p.m., Monday through Friday, on the workday prior to the date for return to work. The employer may request a physician's note to verify propriety of returning to work and noting any restrictions which the employer will consider and accommodate when appropriate.

AUTHORITY TO SEND HOME: The General Manager and/or the Department Head may direct an employee who appears ill to leave work. In such instances, this time off shall be charged to available sick leave.

EXCLUDED FROM OVERTIME BASE: Sick pay for hours not worked will be excluded when computing overtime for the workweek in which it was taken.

RATE OF PAY FOR SICK TIME: An employee shall be paid sick leave equivalent to their normally scheduled straight time pay.

RESULTS OF IMPROPER USE OR REPORTING: An employee who uses sick leave for purposes other than those authorized by this policy or who otherwise use sick leave in a manner inconsistent with this policy or a Department Head who falsely certified sick leave allowance for absence from work may be subject to disciplinary action, up to and including immediate dismissal.

EFFECT OF WORKER'S COMPENSATION PAYMENTS: Employees who are injured on the job and have lost time from the job because of their injury may not receive sick leave payments once Worker's Compensation Insurance payments begin.

BALANCE NOT PAID UPON TERMINATION: Upon termination from Connect Transit service, accumulated but unused sick leave benefits will not be paid, except in the case of an employee who is eligible to receive benefits without penalty under Connect Transit's Section 457 Deferred Compensation plan and who files notice of intent to retire from Connect Transit.