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STATE EMPLOYMENT
RELATIONS BOARD

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AN AGREEMENT

between

LAKETRAN

and

**THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA LOCAL 1834**

Effective: **October 1, 2010**
Expires: **September 30, 2013**

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between Laketran, hereinafter referred to as the "Employer" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 1834, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of Lake County; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion or Grievance Procedure.

2.02 In the event of any conflict between the provisions contained in this collective bargaining agreement and the provisions of the Laketran Personnel Policy Manual, the provisions of this agreement shall control.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full and part time employees employed by the Employer occupying the positions of customer service representative, bus driver, mechanic, mechanic helper and hostler. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 For the purposes of this Agreement, "part-time" employees shall be defined as those employees normally scheduled to work thirty-two (32) hours per week or less effective with the May 2007 pick.

3.03 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Company's working schedule. The Employer will provide an office for use by Union officers of Local 1834 only with a phone line.

ARTICLE IV

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used

and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

5.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members. The Employer agrees that it will not discriminate between Union members and non-members.

ARTICLE VI DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

Said authorization shall be in the substantially the following form:

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____

I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically

renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here _____
Signature of Employee here _____
Address of Employee _____
City _____ State _____ Zip _____
Date of Signature _____ Employee Clock Number _____ Social Security Number _____
Date of Delivery to Employer _____

6.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

6.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

6.05 All bargaining unit employees who are not voluntary full dues paying members of the Union shall pay the fair share dues assessment to the Union.

ARTICLE VII CREDIT UNION

7.01 The Employer shall provide employees with payroll deduction for participating in the Lake County Employees' Federal Credit Union.

ARTICLE VIII NO-STRIKE

8.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer, during the term of this Agreement.

8.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

8.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

8.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

8.05 The Employer agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the facility or any part thereof or curtailing any operations for business reasons shall not be construed as a lockout.

ARTICLE IX UNION REPRESENTATION

9.01 The Union will notify the Employer in writing of the names of the Union's Bargaining Committee members, their alternates and any name changes that may be made. The Employer will recognize the Bargaining Committee for the purpose of administering this Agreement.

9.02 Employer agrees to grant the necessary and reasonable time off, not to exceed five days unless certification is provided to Laketran by the UAW International Representative, Region 2-B, or by the Local 1834 President without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of persons affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

9.03 There shall be a Labor Management Committee. The Committee shall be composed of six (6) members. Three (3) members shall be appointed by the Employer and three (3) members shall be appointed by the Union. The Committee shall meet on a regular basis to discuss issues of mutual interest.

ARTICLE X BULLETIN BOARDS

10.01 The Employer shall provide the Union with adequate bulletin board space, which shall be located in the Operations walkway and in the maintenance break room. The Union shall be responsible for the care, maintenance and replacement of said bulletin board space. The Employer shall have the right to direct a union officer to remove any material not in conformance with paragraph 10.02, below.

10.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board that contain any defamatory, political (except union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Employer prior to the posting of such material. The Employer agrees not to post any notices, memorandums, posters or other forms of communication on this bulletin board space.

10.03 The Employer shall distribute Union notices, memoranda or other forms of communication through its internal mail system. The Employer shall have the right to refuse to distribute any material not in conformance with paragraph 10.02 above.

ARTICLE XI

PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of one hundred ten (110) calendar days. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review. After forty-five (45) days the employee shall have Union representation if desired.

11.02 If an employee is discharged or quits and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 11.01.

ARTICLE XII

ACCIDENTS

12.01 Employees shall report any accidents (vehicular, falls, etc.) to the Employer immediately from the scene unless physically unable to do so. All pertinent information must be documented and forwarded to the employee's Department Head as soon as possible.

12.02 The Employer participates in Ohio's Worker's Compensation program which may cover duty related injuries that occur while the employee is working.

ARTICLE XIII

PERSONNEL FILES

13.01 Written reprimands more than one (1) year old and records of unpaid suspensions more than two (2) years old shall not be used in imposing discipline, providing no other disciplinary action has been taken against such employee during such time periods.

13.02 Employees may review their personnel files upon reasonable advance notice and during normal business hours. The Employer shall have a representative present during such review.

ARTICLE XIV

PAYDAYS

14.01 Pay day shall be on every other Friday (bi-weekly), except that if a holiday falls on Friday, the immediately preceding Thursday shall be the pay day for that pay period.

ARTICLE XV

SHIFT PICKS

15.01 Three times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all full-time fixed and full-time dial-a-ride bus routes up for bid for full-time employees. Partial picks will be used to cover vacancies between established picks. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Bus route selections shall be implemented on the fourth Monday of January, May and September.

Three times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all part-time fixed and part-time dial-a-ride bus routes up for bid for part-time employees. If a CDL position becomes vacant, qualified drivers will be asked to fill this vacant position by seniority order starting with the next most senior driver. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Bus route selections shall be implemented on the fourth Monday of January, May and September.

15.02 Three times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all full time and part time customer service representative work shifts up for bid. There shall be separate picks for full time and part time employees. Partial picks will be used to cover vacancies between established picks. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Changes in work schedules shall be implemented on the fourth Monday of January, May and September.

15.03 Three times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all full time and part time maintenance work shifts up for bid within each classification. There shall be separate picks for full time and part time employees within each classification. Partial picks will be used to cover vacancies between established picks. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Changes in work schedules shall be implemented on the fourth Monday of January, May and September.

ARTICLE XVI

SENIORITY

16.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

16.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

- a) he resigns;
- b) he is discharged for just cause;
- c) he is laid-off for a period of time exceeding twelve (12) months;
- d) he retires;
- e) he fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) he becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) he refuses recall or fails to report to work within ten (10) days from the date the Employer sends the employee a recall notice, unless he is physically unable to do so as certified by the appropriate authority.

16.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

16.04 A new seniority list shall be posted and given to the Union in January of each year and prior to the vacation sign up and each shift pick.

16.05 When a part-time employee becomes a full-time employee, he shall carry his company seniority for vacation, but will move to the bottom of the full-time pick seniority list. When a full-time employee becomes a part-time employee, he shall carry his company seniority for vacation, but will move to the bottom of the part-time pick seniority list.

ARTICLE XVII

LAY-OFF AND RECALL

17.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it is necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

17.02 Employees within effected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first. Part-time employees within effected job titles will be laid off before full-time employees within effected job titles.

17.03 Employees who are laid off from one (1) job title may displace (bump) another employee with lesser seniority in a lower rated job title, pursuant to the bumping order set forth below, and as provided in paragraph 17.11.

17.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraphs 17.03, above, and 17.11, below.

17.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

17.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

17.07 Employees(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

17.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twelve (12) months from the date of his lay-off.

17.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within ten (10) days from the date the Employer mails the recall notice, unless he is physically unable to do so, shall be considered to have resigned his position and forfeits all rights to employment with the Employer, except that a full-time employee will not be terminated for refusing recall to a part-time job title.

17.10 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

17.11 Laid-off employees may bump according to the following order: Mechanic to Mechanic Helper, Mechanic Helper to Hostler, Bus Driver to Hostler and Hostler to Bus Driver, providing the Hostler previously held a Bus Driver position.

ARTICLE XVIII

VACANCIES AND JOB POSTINGS

18.01 When a job vacancy or vacancies occur within the bargaining unit and it is to be filled and run on the same basis as it was prior to the vacancy, the Employer will post an announcement of such vacancy or vacancies within fourteen (14) calendar days. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay.

18.02 Any employee wishing to apply for the posted vacancy of a different job title or from part-time to full-time or full-time to part-time must submit this application in writing to the Department Head by the end of the posting period in order to be considered for the position. All applications which are timely filed will be reviewed by the Employer on the basis of seniority, experience, skill and ability to perform the work in question.

18.03 An employee awarded a higher paying job under this Article shall be paid the rate of pay of the new job that is equal to or next greater than his present rate of pay and shall move to the next step on his promotional anniversary date.

18.04 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) calendar day probationary period. Such probationary period shall be forty-five (45) calendar days when an employee changes full or part time status within the same job title. If, during this period or at the end of this period, it is determined that the employee cannot satisfactorily perform the new job, he will be reduced to his previously held position at his prior rate of pay. Such probationary demotions are not appealable through any grievance or appeal procedure herein or to the State Personnel Board of Review.

18.05 This Article shall apply to positions with a different job title than the applicant (e.g., hostler to bus driver or bus driver to mechanic, or to customer service representative, etc.), and a promotion from part-time to full-time employee.

ARTICLE XIX CONTRACT COPIES

19.01 The Employer shall provide the Union and employees with copies of this Agreement.

ARTICLE XX UNPAID LEAVES OF ABSENCE

20.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay for a period determined by the Employer because of injury, illness or other compelling reasons. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer.

20.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer with a copy for the employee. Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reasons. An employee will be notified in writing within ten (10) calendar days from the date the application was made of the approval or disapproval of the leave of absence request. An employee who is granted such a leave shall not accrue any benefits, except seniority, during his absence. The employee may continue his insurance coverage by paying the appropriate monthly premiums to the Employer during the leave.

20.03 Leaves of absence shall not be granted for the employee to seek employment with another employer, nor shall the employee work for another employer during the period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

20.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

20.05 All leaves provided pursuant to this Agreement shall incorporate the leave time period provided by the Family Medical Leave Act (FMLA), which shall not be in addition to the time periods provided by such leaves, provided the leave would qualify as FMLA leave. This provision shall not limit an employee's right to FMLA leave or benefits required by the Act.

ARTICLE XXI

MILITARY LEAVE

21.01 An employee shall be granted a leave of absence for military duty in accordance with State and Federal Laws.

ARTICLE XXII

JURY DUTY

22.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer and returns to work as soon as practicable.

ARTICLE XXIII

SICK LEAVE

23.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

23.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

23.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at the earliest moment he knows he will be absent at least one and a half (1½) hours before the start of his work shift for those shifts starting at 6:00 a.m. or later, and at least one hour before the start of his work shift for those shifts starting before that time, each day he is to be absent. Employees who have notified the Employer at least one and a half (1½) hours before the start of his work shift for those shifts starting at 6:00 a.m. or later, and at least one hour before the start of his work shift for those shifts starting before that time, before the start of a multi-day medically verified absence meet this notification requirement for the entire absence. An absence without this required notice will be considered an unauthorized leave and shall be without pay.

23.04 Sick leave may be used in segments of not less than one (1) hour. In the event an employee is regularly scheduled to work two (2) different jobs with different pay rates, the employee's average hourly rate for the hours actually worked in the pay period immediately preceding the pay period in which sick leave is being used shall be the rate paid to the employee while on said sick leave.

23.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death, as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave.

23.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to

justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

23.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

23.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

23.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, domestic partner and children. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, domestic partner, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

23.10 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed three hundred eighty (380) hours.

23.11 In the event of illness or injury to a natural parent of an employee, an employee eligible for leave under the Family Medical Leave Act (FMLA) may take leave upon the filing of the proper documentation as provided for under the FMLA. In the event that the employee has used all of his or her vacation and holiday time during the FMLA leave, the employee may use up to five (5) days of sick leave during the FMLA leave during a twelve (12) month period of time, commencing upon the initial leave for the parent.

23.12 In the event of the death of an employee's spouse, parent, domestic partner, child, grandchild, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law the employee will be entitled to a maximum of three (3) days consecutive leave with pay for the purpose of attending the funeral and/or grieving the loss of the loved one. Bereavement leave extending beyond three (3) days may be charged to sick leave, not to exceed five (5) days.

23.13 In this Agreement, "domestic partner" shall be defined as a person of the same sex who is the employee's sole domestic partner and intends to remain so indefinitely. Neither the employee or the domestic partner is legally married to anyone. Each must be at least eighteen (18) years old and mentally competent to consent to a contract. The domestic partner shall not be related to the employee by blood to a degree of closeness that would prohibit legal marriage in Ohio. The domestic partner and the employee must have been residing together at the same residence for at least twelve (12) months and intend to do so indefinitely. The employee and the domestic partner are jointly responsible for each other's common welfare and shared financial obligations by the existence of three of the following: Domestic Partnership Agreement, joint mortgage or lease, designation of domestic partner as beneficiary for life insurance, designation of domestic partner as beneficiary for retirement contract, designation of domestic partner as primary beneficiary in employee's will or of employee in domestic partner's will, durable property and health care powers of attorney, joint ownership of motor vehicle, joint checking account, or joint credit account.

23.14 Two (2) personal days per contract year for each employee, with pre-approval, to be subtracted from accrued sick time.

ARTICLE XXIV

HOLIDAYS

24.01 All regular full-time employees shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

24.02 If any of these holidays falls on a Saturday or Sunday the employee will be paid for the holiday, except when Laketran closes on a Friday or Monday in observance of the holiday when the employee will receive the day off with holiday pay.

24.03 If an employee works on any of these holidays, the employee may elect a straight-time payment for the holiday or to take the holiday as a "floating holiday" on a later, pre-approved date. Such personal day shall be taken at a future date as approved by the employee's supervisor. Holiday pay shall be determined in the same manner as sick leave for split rate drivers.

24.04 In order to be eligible for any of these holidays, the employee must have worked the employee's last scheduled work day before the holiday, and the first regularly scheduled work day after the holiday, including the holiday, if scheduled to work such holiday.

24.05 Employees who are absent from work on an unpaid leave of absence or workers' compensation, shall not be eligible for any holidays that occur during such absences.

ARTICLE XXV

VACATIONS

25.01 Vacation leave shall be accrued at the following rates, as provided in the below schedule.

<u>Years of Seniority</u>	<u>Accrual Rate (Hours)</u>
One (1) to seven (7) years	3.1/80 hours worked
Eight (8) to fourteen (14) years	4.6/80 hours worked
Fifteen (15) years and over	6.2/80 hours worked
Twenty-two (22) years and over	7.7/80 hours worked

25.02 An employee will not accrue more than the allotted hours in any one (1) pay period. An employee is entitled to vacation after one (1) full year of employment.

25.03 Vacation time shall be taken at a time approved of by the supervisor with the most senior employee being granted a preference if two (2) or more employees have requested the same time period, providing that the employee has requested such time by signing up for vacation prior to February 15th of that year.

25.04 Vacation time shall not be carried over from one (1) year to another without the express written authorization of the General Manager. Any vacation time that is unused within the year granted shall be deemed forfeited unless deemed otherwise by the General Manager.

25.05 If a holiday occurs during an employee's paid vacation leave, the employee shall receive an additional day of paid vacation leave. Vacation pay shall be determined in the same manner as sick leave for split rate drivers.

ARTICLE XXVI

UNIFORMS

26.01 The Employer may issue uniforms or modify the practices concerning uniforms, providing that any employee who is issued a uniform, must wear such uniform while working for the Employer. Wearing of such uniform other than at work or while commuting to and from work is prohibited. The Employer shall increase the supplemental uniform payment to ninety dollars (\$90) per year.

26.02 The Employer will purchase one pair of approved shoes or boots annually for each driver, hostler, mechanic and mechanic helper. A selection of Employer-approved shoes and boots will be available from a vendor at the Laketrans facility twice each year for each eligible employee to choose one pair of shoes or boots per year.

ARTICLE XXVII

COMMERCIAL DRIVER LICENSE (CDL)

27.01 The Employer shall pay an employee's first CDL fee and renewal fee, providing the employee is working for the Employer in a position requiring the license at the time of receiving such license.

ARTICLE XXVIII

INSURANCE

28.01 The Employer shall pay 90% of an eligible full-time employee's monthly United Healthcare HMO premium and Caremark prescription coverage or any other HMO or prescription coverage selected by the Employer.

The Employer reserves the right to change carriers or self insure at its discretion. All charges assessed as a result of an employee having other coverage available either to the employee or a family member of the employee shall be paid by the employee, up to a limit of \$75.00 per month unless the insurance carrier changes the spousal surcharge in which event Laketrans will provide the union with proper documentation of the change.

28.02 The Employer shall pay 90% of an eligible full-time employee's monthly Aetna Dental premium or any other dental plan selected by the Employer.

The Employer reserves the right to change carriers or self insure at its discretion. All charges assessed as a result of an employee having other coverage available either to the employee or a family member of the employee shall be paid by the employee.

ARTICLE XXIX

WORK BREAKS

29.01 Employees shall normally be entitled to work breaks during the first four (4) hours of work and the second four (4) hours of work. Breaks shall be taken at a time when there is a break in the work load so as not to interrupt the normal course of service.

ARTICLE XXX

OVERTIME

30.01 All employees shall be paid overtime at the rate of one and one-half (1½) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any week. Paid holiday, vacation, and sick leave time off shall not count as time worked for the purposes of overtime calculation.

30.02 Employees called in to work at a time which does not abut their regular work hours, shall receive a minimum of two (2) hours pay.

30.03 No employee shall normally be required to take any new pick-ups within twenty minutes of their ending time in their normal scheduled day.

ARTICLE XXXI

WAGE RATES

31.01 All employees shall be paid in accordance with the below Salary Schedule beginning on the first full payroll period in October 2010 and shall receive step advancement according to present practice.

Class	1 st 6 months	2 nd 6 months	2 nd 12 months	3 rd 12 months	4 th 12 months	Thereafter
Hostler and Customer Service Representative	\$11.58	\$12.17	\$12.79	\$13.42	\$14.11	\$14.82
Driver (no CDL)	\$12.75	\$13.37	\$14.06	\$14.75	\$15.49	\$16.27
Driver (CDL-C) and Mechanic Helper	\$14.05	\$14.74	\$15.48	\$16.37	\$17.07	\$17.92
Driver (CDL-B)	\$15.46	\$16.19	\$17.02	\$17.84	\$18.79	\$19.72
Mechanic	\$20.56	\$21.58	\$22.67	\$23.80	\$24.96	\$26.22

31.02 A new driver shall be paid nine dollars (\$9.00) per hour during his initial training period, until the new driver has been certified by Laketran to drive alone without a trainer present.

31.03 Employees assigned to train new drivers, shall receive an additional one dollar (\$1.00) per hour for all time worked training new drivers.

31.04 An employee will not be paid for a missed shift, an unauthorized absence, or for time missed due to a late arrival.

An employee who notifies Laketran he will be late prior to his scheduled start time and who arrives within 30 minutes of his scheduled start time, or an employee who arrives within 15 minutes of his scheduled start time without prior notification, will operate his scheduled route or be assigned other work at the discretion of the Employer, and will be paid for the remainder of his shift at the wage rate corresponding to the actual work performed.

An arrival of 16 minutes or more without prior notification, or a late arrival of 31 minutes or more regardless of notification, will be considered an unauthorized leave and the employee may be sent home without pay at the Employer's discretion.

ARTICLE XXXII

HEADINGS

32.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXXIII

GENDER AND PLURAL

33.01 *Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.*

ARTICLE XXXIV

CONFORMITY TO LAW

34.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

34.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XXXV

OBLIGATION TO NEGOTIATE

35.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

35.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, except by mutual agreement.

ARTICLE XXXVI

TOTAL AGREEMENT

36.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXXVII

GRIEVANCE PROCEDURE

37.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

37.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

37.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working for different supervisors, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted during non-working hours. If the Employer schedules a meeting during working hours, the grievant and, if no other steward is off duty, one (1) steward shall, if working, be released with pay to attend the meeting.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The grievant may have a Union Representative represent him at any step of the Grievance Procedure. An International Representative of the Union may enter the

Employer's property, provided there is no interruption of the Employer's work and that prior approval is granted to the Representative by the Employer.

- g) The existence of this Grievance Procedure, hereby established, shall be the sole and exclusive method for resolving disputes between the Union and the Employer. If an employee who pursues any other available remedy other than provided by this procedure, he shall automatically have waived and forfeited any remedies provided by this procedure.
- h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions for probationary employees.
- i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

37.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The Supervisor shall render his decision within five (5) days of the informal meeting.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Department Head within five (5) days from the date of the rendering of the decision in Step 1. The Department Head shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within ten (10) days from the date of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the General Manager within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The General Manager shall convene a meeting within fifteen (15) days of the receipt of the appeal. The meeting will be held with the aggrieved party, Steward and his International Representative. The General Manager shall issue a written decision to the International Representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the meeting. The decision of the General Manager may be appealed pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXVIII

ARBITRATION PROCEDURE

38.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely

default of the Employer, then within fifteen (15) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this fifteen (15) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

38.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

38.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

38.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

38.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance, all other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

38.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

38.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Robert Stein; 2) Dr. Harry Graham; and, 3) Dennis Minni.

38.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXIX

SECTION 13C AGREEMENTS

39.01 The Union agrees it will expeditiously execute any agreement submitted by the Employer to the Union that is required by the Federal Transit Administration (FTA), (Section 13C Agreements).

ARTICLE XL

DURATION

40.01 This Agreement shall become effective on October 1, 2010, and shall expire on September 30, 2013.

40.02 Either party may serve a Notice to Negotiate on the other party not less than sixty (60) days prior to the expiration date of this Agreement.

40.03 This Agreement may be reopened on October 1, 2011 and October 1, 2012 for the purposes of negotiating wage rates (Article XXX) and any other fringe benefits with an economic cost to the Employer. Notice of either party's intent to open this Agreement pursuant to this paragraph shall be provided to the other party by September 1st of each year.

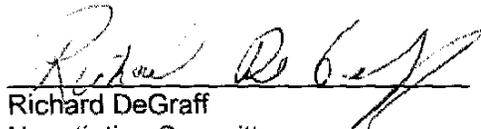
ARTICLE XLI

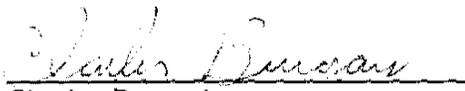
EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of December, 2010.

FOR THE UNION:


Chris Freeman
International Representative


Richard DeGraff
Negotiating Committee


Charles Burgard
Negotiating Committee


Deborah Charlton
Negotiating Committee

FOR THE EMPLOYER:


Kevin Malczek
Board President


Raymond Jurkowski
General Manager