

**AGREEMENT**

**Between**

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1464-02

K# 29445



**TOLEDO AREA REGIONAL  
TRANSIT AUTHORITY**

**and**



**AMALGAMATED TRANSIT UNION  
LOCAL 697 OF TOLEDO, OHIO**

**For Period**

**AUGUST 8, 2011**

**to**

**MIDNIGHT AUGUST 7, 2014**

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**MEMORANDUM OF AGREEMENT  
BETWEEN  
TOLEDO AREA REGIONAL  
TRANSIT AUTHORITY  
AND  
AMALGAMATED TRANSIT UNION  
LOCAL 697 OF  
TOLEDO, OHIO**

Memorandum of agreement made and entered into June 30, 2011, by and between the Toledo Area Regional Transit Authority, its successors, lessees or assigns, party of the first part, and hereinafter, for convenience, called TARTA, and Amalgamated Transit Union, Local 697, of Toledo, Ohio, its successors, lessees or assigns, party of the second part, hereinafter, for convenience, called the Union.

**WITNESSETH THAT:**

**UNION RECOGNITION  
AND COOPERATION**

**Section 1.** TARTA recognizes the Union as the sole and exclusive bargaining agent of the employees in the classifications listed in Section 50 of this Agreement.

TARTA agrees to meet and treat with the duly accredited representatives and committees of the Union, and, insofar as in its judgment it lawfully may and should do so, it will cooperate with the Union in the effort to maintain stable and amicable relations with its employees. The Union agrees that each of its members shall render faithful service in their respective positions as outlined in the clauses of this Agreement, and that all of those who are now members or who may become members of the Union shall strictly observe all operating rules of TARTA, and cooperate with the management of TARTA in the efficient operation of the system, and in fostering cordial relations between TARTA and the public.

The Union further agrees that its officers, committees and members will abide by and cooperate in carrying out directives and orders of TARTA, its officers and supervisors.

TARTA agrees that this Agreement shall cover all employees who are in the classifications listed in Section 50 of this Agreement and that the seniority of all those employees now or hereafter employed by TARTA who are represented by the Union shall be fully recognized in the operations of TARTA, except as hereinafter provided. The Union agrees that for the first ninety (90) days of employment all new employees shall be on probation.

**UNION MEMBERSHIP/UNION DUES/FEES**

**Section 2.** All employees covered by this Agreement may become members of the Union upon the completion of sixty (60) days of employment. If an employee chooses not to become a member of the Union, he shall pay a fee equivalent to the initiation fee and regular membership dues established by the Union, or upon the filing of a timely objection, a fair share fee. The Union will admit to membership without discrimination all employees covered by this Agreement. TARTA shall promptly furnish the Union with names and addresses of all new employees hired who are covered by this Agreement.

All members of the Union shall pay the initiation fee and periodic dues uniformly required by the Union.

The regular membership dues and fees shall be established by the Union and certified to TARTA by the Union.

TARTA agrees that on or before the 15th day of each month, it will deduct the membership dues from the wages of each Union member of the bargaining unit who shall have furnished to TARTA a written assignment in form approved by TARTA and the Union, during the period such written assignment is in effect. TARTA agrees that on or before the 15th day of each month, it will deduct the appropriate fees from the wages of each Non-Union member of the bargaining unit. TARTA shall remit to the Union the aggregate of such deductions, together with a list of names of the employees from whose wages such deductions have been made.

TARTA agrees to deduct the Amalgamated Transit Union Committee on Political Education (ATU-Cope) checkoff monthly for those employees who sign an authorization card. TARTA also agrees to remit to the Union a checkoff list with names and amounts deducted along with a check monthly.

**UNION OFFICERS**

**Section 3.** Any member of the Union elected or appointed to any office therein or to the International Union, which shall require his absence from the employment of TARTA shall be excused from his employment by TARTA and on retiring from said office shall be given his place formerly held in the service of TARTA with his seniority rights continuous. Committees or officers having work to do for the Union shall be excused in preference to all others.

**UNION BULLETINS**

**Section 4.** The Union shall be granted permission to erect bulletin cases where they may post notices signed by the proper officials of the Union and such other matter concerning the membership as from time to time it may be desirous to post in the shops or stations on TARTA's property. Such notices are subject to the approval of the General Manager or anyone designated by him.

TARTA will furnish the Union with copies of all bulletins, memorandums and other written communications to the employees at the time posted.

second arbitrator they shall forthwith request the American Arbitration Association to furnish a panel of seven (7) names from which the parties shall alternately strike three (3) names each. The remaining member shall be the Chairman of the Board of Arbitration, such choice to be made within ten (10) days after the receipt of such panel. The parties shall not be bound to arbitrate or conduct the arbitration pursuant to the rules of the American Arbitration Association.

Should either party to this Agreement fail to appoint an arbitrator within ten (10) days exclusive of Sundays or holidays, after a written request for arbitration has been made, said party shall forfeit any right to a decision in the case.

The Board of Arbitration, when thus selected, shall meet and organize at such time and place as it may determine and shall continue to meet without unnecessary delay until all of the evidence and arguments have been received and heard and a decision rendered. The Board of Arbitration shall establish its own rules of procedure.

The parties hereto shall make available to the Board of Arbitration such information, data and records as the Board may require for the determination of the issues in dispute.

If one of the arbitrators named by the parties hereto dies, resigns or for any other reason is unable to act, the party appointing him shall name his successor within three (3) days after such death, resignation, or withdrawal. If it shall become necessary to appoint a successor for the third arbitrator, such successor shall be chosen in the same manner as the original third arbitrator was chosen. Any such successor arbitrator shall act with the same powers and authority as though originally appointed.

Except in the case of interest arbitration under Section 51 of this Agreement, the Arbitrator shall be limited in his/her decision to the application and interpretation of the provisions of this Agreement and the Arbitrator shall have no authority to alter, amend, modify, add to, subtract from or change the terms of this Agreement.

The decision of a majority of the Board of Arbitration when submitted in writing to both parties, shall be final and binding on the parties to this Agreement.

Each party shall pay the expense of its arbitrator. The compensation of the third arbitrator and the joint expenses incidental to the arbitration shall be borne equally by the parties.

### **STRIKES, STOPPAGES AND LOCKOUTS**

**Section 8.** The Union agrees that there shall be no strikes, slowdowns or work stoppages called for any cause or for any purpose whatsoever. TARTA agrees that there shall be no lockout of the employees for any cause or purpose whatsoever. This Agreement not to engage in strikes, slowdowns, work stoppages, or lockouts shall not be effective as to any matter with respect to which the other party has refused to comply with the requirements to arbitrate as set forth in Section 7.

In the event any employee of TARTA for whom the Union is bargaining agent shall, notwithstanding this section, engage in any strike, shutdown, stoppage, cessation of work, picketing or interference with TARTA's operations, the Union, its officers, committees and other representatives will take every action within their power to bring about an immediate termination of each and all such unauthorized activities.

### **FREE TRANSPORTATION**

**Section 9.** All employees covered by this Agreement shall be provided with free transportation on all lines operated by TARTA within the operating area. The pass for active employees of TARTA shall also give ingress and egress to the designated employee parking lot.

### **DISABLED EMPLOYEES**

**Section 10.** Employees with fifteen (15) years or more of continuous service, who become unable through physical disability to perform the duties of their regularly assigned work, shall be given preference by TARTA in the filling of other positions for which they may be able to qualify.

Employees with less than five (5) years service with the Authority shall have their benefits continued for one (1) year. Employees with five (5) years but less than ten (10) years shall have their benefits continued for one and one-half (1 ½) years. Employees with ten (10) years shall have their benefits continued for four (4) years.

### **LEAVE OF ABSENCE AND SEPARATION**

**Section 11.** Whenever any employee is granted a leave of absence for fifteen (15) days or more, a notice to that effect shall be posted on the TARTA bulletin board of his department, and under no circumstances shall a man be granted more than sixty (60) days leave except on account of sickness or injury, or when by mutual consent of TARTA and the Union, an employee may be granted a longer leave of absence for some special purpose. It is understood that no such special leave shall be granted for the purpose of permitting any employee to enter other employment unless for a temporary period while convalescing from a severe illness. Notwithstanding the above, no employee shall be separated from employment prior to exhausting his twenty-six (26) weeks sick and accident benefit coverage.

## MANAGEMENT RIGHTS

**Section 5.** Unless a specific provision in this Agreement provides otherwise, nothing in this Agreement impairs the right and responsibility of the Authority to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Authority, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of Authority operations; determine the overall methods, process, means, or personnel by which Authority operations are to be conducted; suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the Authority; effectively manage the work force; take actions to carry out the mission of the Authority. The Authority is not required to bargain on subjects reserved to the management and direction of the Authority except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement. A member of the bargaining unit or the Amalgamated Transit Union may raise a legitimate complaint or file a grievance based on this collective bargaining agreement.

## DISCIPLINE

**Section 6.** The right to discipline is vested in TARTA, subject however, to provisions of Section 6 and 7 of this Agreement; and TARTA agrees to fully recognize and treat with the Union officials or committees on any and all questions, grievances and differences that may arise between the parties hereto.

When an employee is called before an official of TARTA on charges theretofore preferred against him, which may involve suspension or dismissal, he shall be privileged to have an officer of the Union present at such hearing, and if an employee has been suspended or dismissed prior to such hearing, he shall be granted a hearing before the official rendering the discipline within forty-eight (48) hours, Sundays and Holidays excluded, and shall be informed of the charges for which he was suspended or dismissed. If he so desires, he shall be privileged to have an officer of the Union present at such hearing.

If the case involves the suspension or dismissal of an employee, and through an investigation he is found not sufficiently at fault to warrant such suspension or dismissal he shall then be restored to his former place in the service of TARTA with his continuous seniority rights and be paid for all lost time at his regular rate of pay.

A grievance or complaint of an individual employee shall first be taken up by him with his Superintendent or Department Head and at that time such employee may be accompanied by a representative of the Union. If after having taken up such grievance or complaint with his Superintendent or Department Head, or after an employee has been called before his Superintendent or Department Head, the employee is not satisfied with the action taken by the Superintendent or Department Head he shall have the privilege of taking his case to the Union.

TARTA shall process the necessary documents forthwith and provide to the Business Agent and the employee written notice indicating disposition of the complaint. Notice to Business Agent shall constitute notice to the employee. The Union representative has the right to review the surveillance camera footage when it is used in the support of discipline.

If an employee takes his grievance or complaint to the Union, such employee or the Officer of the Union shall reduce the grievance or complaint to writing and present it to the General Manager's designee. An Officer of the Union may then take up with the 1<sup>st</sup> step Hearing Officer the grievance or complaint in an effort to adjust the same. If the 1<sup>st</sup> step Hearing Officer and the Officer of the Union are unable to arrive at a settlement of the grievance or complaint, the Union Officer may then appeal the case to the General Manager or his designee and they shall attempt to adjust same.

The TARTA pass or other TARTA property in the possession of an employee shall not be taken from him until he has appeared before his Superintendent or Department Head to answer charges preferred against him, except in extraordinary cases.

The first step in the grievance procedure at which time the grievance is taken up with the 1<sup>st</sup> step Hearing Officer must occur within ten (10) days of the occurrence giving rise to the grievance. The Hearing Officer shall give his reply to the grievance within fifteen (15) days of the occurrence giving rise to the grievance. If that reply is unsatisfactory to the grievant and it is desired to carry the grievance to the General Manager or his designee, this must be done within twenty (20) days of the occurrence giving rise to the grievance and must be accompanied by a substantive written response from the Union to the first step hearing officers reply. The decision of the General Manager or his designee shall be rendered within thirty (30) days of the occurrence giving rise to the grievance.

If the Union desires to carry the grievance to arbitration, this must be done in writing within sixty-five (65) days of the occurrence giving rise to the grievance.

Failure of either party to meet the time limitations set forth in this Section shall constitute forfeiture of the case of that party.

## ARBITRATION

**Section 7.** Any difference arising out of the dismissal or disciplining of an employee, and any dispute with respect to the meaning, interpretation or application of this Agreement or with respect to changes in the terms of any section of this Agreement which cannot be settled between the parties shall be submitted to arbitration upon written request of either party, in accordance with the following procedure:

The party requesting the arbitration shall choose one (1) arbitrator and the other party shall choose one (1) arbitrator. The arbitrators so chosen need not be disinterested. The two arbitrators so chosen shall attempt to agree upon a mutually satisfactory adjustment of the dispute and if they are not able to agree upon adjustment within a period of ten (10) days after the selection of the

**SICK BENEFITS AND HOSPITALIZATION**

**Section 12.** Any employee covered by this Agreement who has been employed for ninety (90) days or more, shall be entitled to sick benefits if he becomes totally disabled because of sickness or non-occupational injury and is unable to work and is under the care of a licensed doctor of medicine, in accordance with the following plan and the Rules and Regulations established by TARTA.

The first three (3) days of any illness or disability shall not be compensable; however, in the event an employee is unable to work for four (4) or more consecutive weeks because of such an illness or is unable to work for four (4) or more consecutive days because of such injury, then the first three (3) days of such period shall be compensable. Scheduled vacation time shall not be compensable.

For each day of compensable illness or disability incurred by current employees, an employee shall be paid sick benefits at the rate of \$335.00 per week for a period not exceeding twenty six (26) weeks in any one year.

In the event a TARTA employee files for and receives PERS disability status, such employee is required to reimburse TARTA all sick and accident monies that overlap the PERS disbursement.

<b>LENGTH OF EMPLOYMENT</b>	<b>WEEKLY BENEFITS</b>
Less than 2 year	\$210
2 years but less than 4 years	\$240
More than 4 years	\$335

Maternity benefits shall be compensable under this plan.

The cost of this sick benefit plan shall be paid by TARTA. TARTA reserves the right to insure such plan with a responsible insurance company and to pay the premium therefore.

**BENEFIT COVERAGES**

**MEDICAL COVERAGE**

Eligible dependent children are those unmarried dependent children to age 19 who reside with the contract holder, and who are not full-time wage earners; dependent children shall be eligible for such coverage to age 23 providing they are full-time students or as otherwise defined by law.

A mandatory Medical Utilization Review program shall be implemented as a part of this hospitalization and physician expense program. This program will be mandatory with a 30% reduction of benefits if not complied with. Second surgical opinions will be mandatory; a 50% reduction of benefits if second opinion not obtained on all elective surgeries.

A. PPO COVERAGE – In Network Coverage: \$500 single deductible - \$1000 family deductible, 80/20 co-insurance after deductible. \$1000 single - \$1,500 family, annual maximum out of pocket. Annual maximum benefit is as defined by law.

B. PPO COVERAGE – Out of Network Coverage: \$500 single deductible - \$1000 family deductible, 60/40 co-insurance. \$2,000 single - \$4,000 family annual maximum out of pocket. Annual maximum benefit as defined by law.

C. HMO COVERAGE – In Network Coverage: \$500 single deductible - \$1000 family deductible, \$20.00 co-pay per primary care physician and specialist office; \$50 urgent care co-pay; \$100 emergency room visit co-pay; Other benefits 90/10. Annual out of pocket limit is \$1000 single - \$2000 family. Annual maximum benefit as defined by law.

D. HMO COVERAGE – Out of Network Coverage: \$5000 single deductible - \$10,000 family deductible, 50/50 co-insurance. Annual maximum benefit as defined by law.

Other benefits as described in the schedule of benefits. Deductible and coinsurance count toward out of pocket maximum.

\*DEDUCTIBLE CREDIT AVAILABLE FOR PARTICIPATION (AS REQUIRED) IN A HEALTH RISK ASSESSMENT as follows

<b>*Plan B (HMO)</b>	<b>*Plan A (PPO)</b>
100% Deductible Credit in year 2012-Deductible After Credit \$0/\$0	80% Deductible Credit in year 2012-Deductible After Credit \$100/\$200
100% Deductible Credit in year 2013-Deductible After Credit \$0/\$0	80% Deductible Credit in year 2013-Deductible After Credit \$100/\$200
100% Deductible Credit in year 2014-Deductible After Credit \$0/\$0	80% Deductible Credit in year 2014-Deductible After Credit \$100/\$200

No personalized information will be shared with TARTA, outcome report mailed directly to the home of the participant.

**PRESCRIPTION DRUG PROGRAM** –A Formulary Drug program has been adopted. All generic medication and many brand name medications are in the Formulary Program.

At the pharmacy, the employee share of the prescription cost is as follows: \$10.00 per generic; \$15 per formulary name brand; 30% of the cost of the non-formulary prescription.

The Authority shall offer a mail order prescription program for maintenance prescription. Mail order required after first maintenance fill. The employee share of the mail in prescription is \$15 generic; \$30 formulary brand name; and \$75 non-formulary brand name. Generics are required when available, the plan restricts - OxyContin & any prescription with an over the counter equivalent.

**DENTAL** \$50 annual deductible, \$1,500 maximum annual benefit per insured.

Class 1-Preventative 100%; Class 2-80%; Class 3-60%; Class 4-50% Orthodontia 60% up to \$1000 lifetime maximum

**VISION** – Vision care program is available for covered employees and covered dependents. In network benefits include, but are not limited to, the following;

Annual eye exam .....	\$0 copay
Lenses.....	\$0 copay
Contacts up to \$155 (\$40 fitting fee allowance).....	\$0 copay
Frames up to \$140 allowance (minimum 2 years) .....	\$0 copay

Employee contribution levels: TARTA will pay the appropriate percentage of the least expensive medical benefit plan. An employee may select a higher cost benefit plan however the employee shall pay the contribution percentage plus the difference between the lowest cost plan and the higher cost plan.

	<u>1/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>
Employee share of lowest cost plan	5%	6.25%	7.5%	10%

Opt-Out Program is provided for any TARTA employee who has a spouse working for an employer, other than TARTA and the spouse has medical insurance coverage. TARTA will pay \$500, each benefit year, to the TARTA employee for opting out of TARTA’s coverage. Proof of coverage is required.

**GROUP LIFE INSURANCE PLANS**

TARTA will pay 100% of the premium for a life insurance policy for each active employee per the following schedule.

1st year of employment .....	\$17,000
2nd year of employment .....	\$19,000
3rd year of employment .....	\$21,000
4th year of employment .....	\$24,000

This benefit is for full-time active employees only.

**FELONIOUS ASSAULT COVERAGE**

TARTA will provide and pay for Union Labor Life Insurance Company’s \$100,000 “Felonious Assault” coverage for each active operator, at the premium rate of \$2.70 per covered employee annually.

**LAYOFFS**

**Section 13.** There shall be a time limit of thirty-six (36) months during which the seniority of employees laid off will remain effective and such employees will be entitled to be called back to duty.

Upon being laid off, each employee shall give his correct home address to the Personnel Department and shall keep the Personnel Department informed of any change in his home address.

When an employee who has been laid off is to be called back to work, a certified letter to that effect will be mailed to him at the last home address given to the Personnel Department. Should such employee not notify the Personnel Department of his acceptance of the recall notice within fourteen (14) days of the date of such letter, he shall forfeit all his rights. It is further understood that once such employee accepts his recall to duty, he may be required to report for duty anytime thereafter.

Employees who have been laid off when called back will be called in the order of their seniority in their department to the job for which they are qualified.

**INSTRUCTION ON NEW BUSES AND TRAINING**

**Section 14.** When new buses are purchased by the Authority, bus operators will be paid the actual time to qualify on this new equipment up to a maximum of two (2) hours at the straight time rate applicable at that time. An employee shall not be required to qualify on his own time.

All coach operators must attend four (4) safety training sessions per contract year. Each session may be from one to one and a half hours in duration, such training time shall be compensated at the straight-time hourly rate.

**VACATIONS**

**Section 15.** Employees covered by this agreement shall be entitled to vacations with pay as herein provided.

- ONE WEEK** - Employees with one (1) year or more of continuous service shall receive one (1) week paid vacation
- TWO WEEKS** - Employees with two (2) years or more of continuous service shall receive two (2) weeks paid vacation
- THREE WEEKS** - Employees with seven (7) years or more of continuous service shall receive three (3) weeks paid vacation
- FOUR WEEKS** - Employees with fifteen (15) years or more of continuous service shall receive four (4) weeks paid vacation
- FIVE WEEKS** - Employees with twenty-five (25) or more years of continuous service shall receive five (5) weeks paid vacation
- SIX WEEKS** - Employees with thirty (30) or more years of continuous service shall receive six (6) weeks paid vacation

The employee's seniority date will be used in determining the number of vacation weeks to be received by the employee.

Employees with seniority dates in September, October, November and December who will be eligible under the contract for an additional week of vacation will pick such week in their seniority and in accordance with the available open weeks on the vacation board at that time. A vacation week picked in accordance with the above and taken prior to the seniority date of such employee will be subject to reimbursement to the Authority should the employee not be on the payroll of TARTA for any reason on said seniority date.

Vacation Eligibility requires an employee to have worked 1664 or more hours for full vacation benefits. If less than 1664 hours, vacation will be pro-rated as follows:

1249 – 1663 hours.....	= 80%
1041 – 1248 hours.....	= 60%
833 – 1040 hours.....	= 40%
0 – 832 hours.....	= 0%

Vacation pay for Transportation and Maintenance employees will be forty (40) hours for each week of eligible vacation at the previous year's straight time hourly rate.

When an employee is pensioned before taking his vacation, he shall receive the vacation pay to which he would be entitled by this section.

When an employee dies before taking his vacation, the vacation pay to which he would be entitled by this section shall be paid to his beneficiary or estate.

When an employee resigns before taking his vacation he shall receive a pro rata share of the vacation pay to which he would be entitled by this section unless he has seven (7) years or more of continuous service in which event he shall receive the full vacation pay to which he would be entitled.

When an employee is discharged before taking his vacation, he shall receive a pro rata share of the vacation pay to which he would be entitled by this section.

The pro rata share for a resigned or discharged employee shall be computed by allowing one-twelfth (1/12) of the vacation pay to which he would be entitled for each full month he has been in service since January 1 of the year the vacation is to be taken.

Vacations shall be chosen within the vacation period designated by TARTA in order of seniority. An employee entitled to two (2) or more weeks of vacation may, at his option, and with the approval of TARTA, take his vacation in separate periods but no such period shall be less than one week. In the event a vacation is taken in separate periods, an employee shall receive vacation pay in advance only for the vacation period taken. Vacation pay shall be received in advanced on the last day worked prior to the vacation period.

Employees with 2 or more weeks of vacation shall be allowed to take one week of such vacation in single day increments, in accordance with the following procedure. If an employee desires to take a vacation in single day increments he shall notify TARTA by November 1 prior to the vacation pick and such option shall be irrevocable for that year. Employees, who elect to take vacation in single day increments under the terms of the current CBA, may elect to take up to three days of such in half-day increments. Single and half day increments time will be calculated utilizing 40 hours as one week. Further such employees must notify TARTA 48 hours in advance for single and half-day vacations. TARTA will respond to the employee's request as soon as possible, but no later than 4:30 pm two days before the day requested off. It is understood that the seniority will prevail in determining which employee will be allowed to take the requested time.

Four day-ten hour schedules will have ten hours deducted for full day vacation and five hours deducted for half day vacation. Five day-eight hour schedules will have eight hours deducted for full day vacation and four hours deducted for half day vacation. In the event an employee has more than a half day but less than a full day remaining, the employee may have full day off; however, it is understood that the employee will be paid only for the remaining vacation hours. In the event an employee has less than a half day vacation remaining, under the terms of the CBA, the employee will be permitted to take a half day off; however it is understood that the employee will be paid only for remaining vacation hours.

A vacation may not be postponed from one year to another but will be forfeited unless completed within the vacation period established by TARTA for that year. If an employee does not use all of his/her single-day or half-day vacation days by the end of the year, he/she shall be paid for 75% of each such day not used.

#### HOLIDAYS

Section 16. Employees covered by this agreement who are required to work on the following Legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be paid for the hours worked at one and one-half times the employees straight time rate plus the holiday pay and shall be paid for a minimum of 8 hours work.

Employees covered by this Agreement who are not required to work, but are available for work on the holidays designated herein, shall be paid regular 8/10\* hours at their straight time rate, providing such employees shall have performed all work required on their last scheduled work day preceding the holiday and on their first scheduled work day following the holiday. It is understood that bonafide illness on the day preceding or the day following a holiday shall not bar an employee from receiving such pay if such employee performed his work on either the day preceding or the day following the holiday.

## HOLIDAYS continued

The designated holidays are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee Birthday
- Personal Day
- Martin Luther King Day (floating personal holiday)
- Floating personal holiday

Employees will pick the personal day in seniority order at the time vacations are picked from the list of days available for pick as posted by the Authority. Only one employee will be permitted to be off on personal holiday on each day available for pick.

Martin Luther King Day and the additional floating personal holiday are to be selected by seniority at least forty-eight (48) hours in advance. If employee is unable to utilize the holiday thru no fault of his own, he will be paid for 8/10\* hours straight time at the end of the year. Failure to make arrangements to take the holiday by years end shall result in forfeiture.

When any such holiday falls on Sunday and is observed on Monday, the holiday pay provisions in this Section shall apply on Monday. These designated holidays will be guaranteed paid holidays (the employee will be paid holiday pay without regard to whether such day is a scheduled work day or a scheduled day off.)

### JURY DUTY

**Section 17.** Employees absent from work on a scheduled work day as a result of having been called for Jury Duty, will be paid by TARTA the difference between the pay received for Jury Duty for that day and 8/10\* hours pay. The employee, in order to receive such supplemental Jury Duty pay, shall be required to present a Jury Duty affidavit to the office of the Superintendent.

Employees called for jury duty instruction on a scheduled work day will be reimbursed by TARTA up to 8/10\* hours pay at their applicable straight time rate provided such employee reports their summons for such jury duty instruction at least 48 hours prior to honoring such summons to the TARTA Chief Station Supervisor or foreman and make themselves available for any work they could perform on that day before or after such jury duty instruction.

### BEREAVEMENT PAY

**Section 18.** TARTA will pay to an active employee covered by the agreement 8/10\* hours pay per scheduled work day, at the employee's regular straight-time rate, for three (3) days coinciding with the death in the event of the death of the employee's parent, spouse, child, step-child, brother, sister, step-parent, mother-in-law, father-in-law, or grandchild. In the event of the death of the employee's brother-in-law, sister-in-law or grandparent, TARTA will pay such bereavement pay for (1) day. The employee shall in each case be required to present proof of death and relationship to his supervisor. Bereavement leave will be considered as days worked for the purpose of computing overtime pay for working a scheduled day or days off in a work week provided the day or days off worked is prior to the bereavement occurrence in the week.

### MILITARY LEAVE

**Section 19.** Any employee called to the armed services of the United States Government by virtue of present or future laws shall have his seniority rights fully protected and preserved during his absence in the manner and to the extent required by the laws of the United States, providing he conforms to the requirements of such laws.

### PHYSICAL EXAMINATIONS AND COMMERCIAL DRIVERS LICENSES (CDL)

**Section 20.** Each employee may be required to have one physical examination annually, and each employee shall be privileged to have one physical examination annually. The cost of such physical examination shall be assumed by TARTA. TARTA shall also assume the cost of commercial drivers licenses (CDL) for those employees whose duties require them to have such licenses.

### REPORTING ACCIDENTS

**Section 21.** Any accident involving an employee or TARTA property shall be reported upon the form as required by the Personnel and Claims Department during or upon completion of the work period in which the accident occurred.

Any claim by an employee of a recurrence of a condition resulting from a prior accident must immediately be reported to the employee's Department Head.

## **TRANSPORTATION DEPARTMENT**

### **ACCIDENT REPORTS/WRITTEN STATEMENTS**

**Section 22.** An operator shall be allowed thirty (30) minutes pay at his regular straight time rate for making out an accident or incident report. The report must be accompanied by courtesy cards as required, or in certain unusual cases a personal certification of a good faith effort made to obtain them may be acceptable. An operator shall be allowed fifteen (15) minutes pay at his regular straight time rate for making out a school disciplinary referral form. In no instance shall an operator be allowed time for making out such report when he has failed to turn in such report immediately following the work period in which the accident occurred, nor shall an operator be allowed time for making an additional report or statement concerning an accident when the original report is incomplete, illegible, or not understandable. A suitable place shall be provided for operators to make out such reports.

When an operator is required to appear before any TARTA official to give further evidence concerning an accident which has been fully and clearly explained in the report submitted by him and the accident is not due to the negligence of the operator, or when the accident is originally found to be due to the negligence of the operator and after investigation, is found not to be due to his negligence, such operator shall be compensated at his regular straight time rate for the time consumed in reporting to such TARTA official. Such compensation shall amount to not less than two (2) hours time at his regular straight time rate.

When an operator is required to appear before a TARTA official to answer any charge relative to an accident for which he has already made a complete report, it shall be within a reasonable time after the report is turned in. In the event a determination cannot be made by TARTA within a reasonable time as to whether any charge shall be placed against an operator arising out of an accident, notice shall be given to such operator within ten (10) days after the operator has made a complete report of such accident, that an investigation is being made and that there is the possibility of his being required to answer a charge. When an operator is required to attend court in a case arising from any accident concerning which he has made out a report, he shall be paid for the time spent in court at his regular rate of straight time pay.

### **REPORTING TO TARTA OFFICIALS**

**Section 23.** When an operator upon completion of his run at a downtown relief point is called to the Central Avenue Station, or is called from his home, to appear before any TARTA official pertaining to a matter concerning which there are no charges made against him, he shall be paid his regular straight time rate for the time consumed in reporting to the TARTA official but for not less than two (2) hours time.

### **UNIFORMS**

**Section 24.** TARTA reserves the right to designate the kind and color of uniforms that shall be worn by operators while on duty. Upon application to his Superintendent or Chief Station Supervisor, an operator shall be allowed three (3) days grace out of uniform in which he may have the necessary time to have his uniform cleaned and repaired.

Approved light-weight summer shirts without ties may be worn with uniform pants in the summer season as determined by TARTA.

TARTA shall bear the full cost of one operator's uniform to consist of one (1) jacket or coat, two (2) pairs of trousers or slacks or skirts, four (4) shirts or blouses, one (1) tie and a cap at the discretion of the operator, every two (2) years beginning January 1, 1989. TARTA shall implement a voucher plan for the purchase of uniforms.

### **THEFTS & LOSSES**

**Section 25.** An operator shall be responsible at all times for articles of value in his possession belonging to TARTA and shall use every precautionary measure to protect such against loss.

TARTA shall provide a lock for protection of the Fare Box.

TARTA will protect an operator in the event of a loss of items of value resulting from armed robbery but proof of such loss must be established to the satisfaction of TARTA. Each such loss shall be considered by TARTA on its own merits.

### **RUN SELECTION**

**Section 26.** There will be two (2) kinds of run selections: General Pick of Runs and Line Pick of Runs.

There shall be at least four (4) General Selections per year spaced as equally as possible to correspond with service requirements. At a General Selection there will be a general pick for runs by all operators in accordance with their seniority rights.

Line Pick of Runs will affect only the individual line and related lines and will be held whenever changes in schedule are made. When Line Selections are held they will be followed by a General Selection which will become effective on the second (2nd) Sunday immediately following the time that the Line Selections are held.

When General Run Selections are to be held, TARTA will notify the operators by Bulletin five (5) days previous to the holding of such selections. There will be (A) a 5/4 day schedule, (B) a Saturday schedule and (C) a Sunday schedule. The first selection will permit an operator to pick a run on the 5/4 day schedule, the second selection on the Saturday schedule and the third selection on the

Sunday schedule.

When a General Run Selection is held, TARTA may also post a list of trippers. In the event such a list is posted, each operator who picks a run will be permitted, in seniority order, to select a tripper from the posted list which can be worked together with the run selected. An operator bidding a tripper must do so for all of his regularly scheduled days on which the tripper is operated. It is understood that the selection of trippers under this provision is strictly voluntary. It is also understood that trippers bid by regular operators will be subject to change or cancellation depending on the demands for service. A regular operator will be required to operate the tripper, which was selected under this provision. Failure to operate this tripper at least eighty percent (80%) of the time may result in cancellation of the operator's right to biddable trippers for the balance of that pick period.

Whenever any run becomes open for any reason and will remain open until the next selection, it shall be offered for bid to all extra operators according to seniority. Notice of such open run will be posted within 24 hours and bids will be accepted for not more than three (3) days thereafter. Any bid must be recorded in a book provided for this purpose and must be signed by the operator making the bid.

For those days that an operator who has a regular run on a 5/4 day schedule and who is pulled out earlier than the regular starting time, he shall be paid at overtime rate for that time worked before his regular starting time provided the operator has worked all scheduled workdays in that week.

However, when a run set up for selection indicates that the starting time for one or more of the 5/4 days is not the same as the starting time on the remainder of the 5/4, actual straight time will be paid for the hours worked. This difference in starting time shall not be greater than two (2) hours.

It is understood that any operator who desires to pass up a regular run and take the regular extra board may do so. However, TARTA will have the right to determine the amount of employees on the extra board and every run listed at an assignment must be filled.

All seniority lists, run selection lists and time cards will be posted in the waiting room at the Station not later than 12:00 noon on Thursday prior to the first day of the selection period. The Chief Station Supervisor and the Business Agent of the Union will be provided with a seniority list of all operators previous to a new Run Selection being held.

A seniority list shall be used, composed of the entire list of operators in their correct seniority place according to their rights in choosing runs. New seniority lists will be prepared prior to General Pick of Runs.

A night run is any run working continuous time and which begins work at or after ten (10:00) a.m.

A split run is a regular run, the time of which is divided into two (2) working periods.

Each operator who cannot be present at a Run Selection because of sickness or performance of duty for TARTA must make written requests for the runs desired on a prescribed form furnished by TARTA, whereon the operator will give the first, second, and third choice, and so on. If the operator cannot be placed on any of the runs chosen, the operator will then be given the longest run open on the line on which the operator has been working and in the position the operator is accustomed to filling. This is only to be done in case an operator with greater seniority has selected the run held previous to the Run Selection. If there is no remaining run open on that line, the operator will be given the longest run open on any line and according to the kind of run the operator has previously been working; it, of course, being understood that where any operator does not attend a Run Selection for the above reasons, the run not having been selected by an operator with greater seniority and the operator has not signified a desire to change, the operator will be left on the run the operator has been working.

When General Run Selections are held, each operator, according to his rights on the seniority list, shall be entitled to any run for which he is qualified. An operator who selects a Day Run or Split Run on the (5/4) day or Saturday schedule shall not be compelled to select a Sunday Night Run. An operator who selects a Night Run on the five (5/4) day or Saturday schedule shall not be compelled to select a Sunday Day Run or Split Run. If there is no run open to select, the operator must take their place according to seniority rights on the Saturday or Sunday board where in giving an assignment the exceptions stated in the preceding sentences will apply except in an emergency. Intent is to prevent late night followed by early morning.

#### DEFINITIONS OF RUNS

Section 27. Regular runs shall be classified as follows: Straight Runs, Day Runs, Split Runs and Night Runs.

A straight run is a regular run of an established number of continuous hours.

A day run is any run working continuous time and which begins before ten (10:00) a.m.

During June, July, and August, fifty percent (50%) of the runs must be straight runs. During January, February, March, April, May, September, October, November, and December, forty percent (40%) of the runs must be straight runs. Eighty percent (80%) of the Sunday runs must be straight runs. A total of twenty percent (20%) of the straight run requirements must start before 6:00 a.m. and a total of thirty percent (30%) must start before 7:00 a.m.

A regular daily operated split run having more than seven (7) hours time shall be placed on the schedule for pick as a regular run.

Operators are prohibited from being required to work a third working period in a 24-hour period unless the third working period can be completed within 14 hours from the beginning of the first working period.

Effective with the January 1992 assignment all runs on the Number 20 Line will relieve at the Central Garage.

## DEFINITIONS OF TRIPPERS

**Section 28.** A straight tripper is any piece of work operated on a schedule during morning or afternoon rush hours, or other special occasions when extra service is required, and which does not consist of more than one (1) working period and shall not pay less than two (2) hours time.

A split tripper is a tripper of two (2) working periods, which shall pay no less than four (4) hours time. Neither part of split tripper will pay less than one (1) hour time.

When operators are required to work trippers or extra assignments either before or after working a regular run of 8/10\* hours or more per day, they shall be paid for the intervening travel or waiting time at the straight time rates but not to exceed forty-five (45) minutes provided, however, that no travel or waiting time allowance will be paid to any operator who is on report and assigned to additional work after being on report. It is further understood that no travel or waiting time will be paid to any operator who is assigned to an A.M. tripper and later is ordered to report. Travel or waiting time shall not be included with hours worked in figuring daily overtime.

Trippers shall be assigned from the bottom of the board up. Split trippers being assigned first.

No operator who has a regular run and who has been an operator for ten (10) years or more shall be required to pull trippers or perform other extra work unless he so desires, unless it is absolutely necessary to do so in order to operate a schedule in accordance with service requirements. Other operators having a regular run shall not be required to operate more than two (2) trippers a week unless they so desire.

## REGULAR OPERATORS WORK DAY AND WORK WEEK

**Section 29.** TARTA shall have the right to implement up to 50% of the runs on a 4 day, 10-hour a day schedule. The workday of regular operators shall be 8/10\* hours and regular runs shall conform as nearly as practicable to said 8/10\* hours. No regular run shall pay less than 8/10\* hours per day. Overtime shall be paid at the rate of time and one-half after 8/10\* hours per day; employees on a 4 day, 10 hour schedule would receive daily overtime after 10 hours. When the time between two (2) working periods of a split run is less than one (1) hour, it will be paid for the same as if worked.

Any operator, who suffers a reduction of hours or minutes because of schedules being changed after a General Selection of runs is made and prior to a new line selection, shall be reimbursed for all time lost.

The workweek of regular operators shall be a 5/4 day week of forty (40) hours.

8/10\*- refers to Five (5) eight (8) hour day schedules or four (4) ten (10) hour day schedules.

In order to be entitled to overtime pay an operators must have worked all other scheduled work days in that week.

## EXTRA OPERATORS

**Section 30.** When an extra operator is required to report, the operator shall be paid for all the time after arrival held on report, and if not assigned to any work, shall be paid a minimum of two (2) hours. Reporting time shall be paid at the straight time and reporting time shall be considered as part of the accumulated time in determining the maximum straight time day of 8 hours.

When an extra operator performs any extra work before or after working any regular run, the operator shall receive overtime pay for such work, or if the operator works over 8 hours, the operator shall receive overtime pay for all time over 8 hours worked on that day provided operator has worked all of the scheduled work days in that week.

Extra boards will operate on the rotating system. The 5 day extra board will start the next week day with the first operator marked with a split run. The Saturday and Sunday boards will rotate separately and each will start the following week with the first operator marked with a night run.

In marking the extra board, the longest run open shall be assigned first, then the next longest run, etc., in the following order:

- First: Day runs
- Second: Night runs
- Third: Split runs

The work week of extra operators shall be a 5 day week with a guarantee of forty (40) hours per week;

Each day an operator is assigned to work and does not report for work he shall forfeit 8 hours pay of such guarantee.

When a regular operator is to go on vacation, his run will be made available for selection as a hold-down to all operators on the extra board in seniority order. Any operator known to be on the extra board for a full week (Sunday through Saturday) will be eligible to bid a vacation hold-down. If no extra board operator selects the run, then it will be assigned as a hold-down to the junior operator on the extra board. An operator selecting or assigned a run as a hold-down under this procedure will operate the run until the next weekly hold-down bid. Operators who pick hold-downs in the summer assignment or during spring break will keep their regular days off.

Extra board operators shall have the right to turn down any early work before 8:00 a.m. after working past 11:30 p.m. the previous day and extra board operators falling for early day runs after working late night runs may request to be placed on late day runs by notifying the Chief Station Supervisor before the board is marked under the same conditions. It is understood that any guarantee provision under this section is suspended if no work is available for an operator invoking this rule.

### **PART TIME BUS OPERATORS**

**Section 31.** Part time bus operators shall be covered under the sections of this Agreement dealing with the probationary period, Union representation, Union membership/Union Dues/Fees, grievance procedure, free transportation, arbitration and felonious assault coverage.

The number of part time bus operators shall be no more than twenty percent (20%). Part time bus operators will not be scheduled for work on holidays. TARTA will utilize part time operators to perform Sunday P.M. tripper service after 2:00 P.M. only.

Part time bus operators shall not be assigned to work more than thirty-two (32) hours per week.

Part time bus operators shall not accrue seniority while so employed. A part time bus operator who applies and is accepted for employment as a full time bus operator shall for all purposes accrue service or seniority only from the date of his hire as a full time bus operator.

Part time bus operators shall be paid at seventy (70%) percent of the top operator rate. When a part time operator moves into the full time operator category and is to begin the full time progression, he will be given credit for time served in the part time operator category up to a maximum of one (1) year of credit.

Part time bus operators shall be paid for all time during which they are required by TARTA to perform any duties. Part time bus operators shall not be eligible for time or pay guarantees or for penalty pay provisions.

Part time bus operators shall not be eligible for paid holidays, health and welfare or other fringe benefits applicable to full time bus operators except as provided in this paragraph. Part time bus operators with one year of service shall receive as vacation pay two percent (2%) of their previous year's earnings. Part time employees will pick vacations based on date of hire. Part time bus operators shall receive one half of the uniform allowance. When a part time bus operator becomes a full time bus operator he shall receive a maximum of twelve (12) months service credit for benefit eligibility.

Part time bus operators will be paid 5 hours for their birthday if the birthday falls on day off. If the birthday falls on a scheduled day the operator will receive the day off and pay for scheduled hours.

Part time bus operators will work Tripper service and superbus only. Part time bus operators will not be permitted to work more than two Trippers per day. Part time bus operators will not work charter work however; school contract work will be permitted.

Part time bus operators will be given consideration for full time openings and if accepted must go through the complete eligibility requirements as established by TARTA for all applicants for full time positions.

No full time bus operator will be laid off while part time bus operators are working.

### **WORK ON DAYS OFF**

**Section 32.** When an operator is called to work on either of his days off in any work week, he shall receive time and one-half (1½) for all work performed on either day.

In order to be entitled to overtime pay for working either of his regular days off, an operator must have worked all of the scheduled workdays in that week.

All operators wishing work on their days off shall make themselves available to the Chief Station Supervisor.

All work assigned to day off operators shall rotate in seniority order among all operators who have made themselves available.

No work shall be assigned to an operator working their second day off until after all first day off and regular operators who have made themselves available have been offered the work.

### **MISSING**

**Section 33.** An operator who takes a run or makes a report at the Central Avenue Station must appear at the Chief Station Supervisor's window not later than the time designated for such run or report. In the event an operator will not be available for such run or report, he shall notify the Chief Station Supervisor at least thirty (30) minutes before he is due at the Chief Station Supervisor's window.

An operator who makes a relief or report at any place other than the Central Avenue Station must make such relief or report no later than the time designated. In the event such operator will not be available for such relief or report, he shall notify the Chief Station Supervisor at least one (1) hour before the time designated for such relief or report.

When an operator fails to appear at the time designated for his run, relief, or report and fails to notify the Chief Station Supervisor as provided for in this Section, he shall be charged with missing and shall be subject to the penalties provided herein.

### **PENALTIES FOR MISSING**

First and Second offense within a thirty (30) day period the operator shall be placed at the foot of the list for one (1) day.

Third offense within a thirty (30) day period the operator shall be placed at the foot of the list for two (2) days.

Fourth Offense within a thirty (30) day period the operator shall be placed at the foot of the list for five (5) days.

Fifth Offense within a thirty (30) day period the operator shall be subject to discharge. When six (6) misses occur within a sixty (60) day period this shall be considered the same as five (5) misses within thirty (30) days.

When an operator fails to appear at the time designated for his run, relief, or report and fails to notify the Chief Station Supervisor as provided in this Section, but does telephone or report in person to the Chief Station Supervisor and is available for work not later than 8 a.m., thereafter, or when a operator fails to appear at the time designated for his run, relief, or report after 8 a.m., and fails to notify the Chief Station Supervisor as provided in this Section but does report to the Chief Station Supervisor in person and is available for work within one hour of the time designated for such run, relief, or report, he will be charged with missing and will be placed at the foot of the list for the day on which he failed to report at the time designated and this will be counted as the first day of his penalty under the above schedule of penalties.

It is further agreed that when an operator is charged with a miss, it will be so indicated on the mark-up board.

Where TARTA transportation units are delayed by accident or blockade or through any other cause, so that operators necessarily riding on same cannot reach their reporting place on time, no miss shall be charged against them. Such operators must give proof of the unpreventable delay. They will then be placed on their run as soon as possible and be paid in the full for their run. This shall not apply to any operator residing within a reasonable walking distance of the Station or other reporting place.

#### **PAY RATE CHANGES**

**Section 34.** Pay rate changes due to operators moving into higher brackets because of their length of service with TARTA will become effective at the beginning of the week in which the anniversary of their date of seniority occurs.

#### **SPREAD TIME - BONUS**

**Section 35.** TARTA shall pay a bonus on all split runs having spread time in excess of ten and one-half (10 ½ ) hours daily, in accordance with the following schedule:

<b>Spread Time Between</b>	<b>Amount of Bonus</b>
10:31 and 11:00 Hours	5 minutes
11:01 and 11:30 Hours	10 minutes
11:31 and 12:00 Hours	15 minutes
12:01 and 12:30 Hours	20 minutes
12:31 and 13:00 Hours	35 minutes
13:01 or more Hours	35 minutes
	plus 20 minutes additional for each 29 minutes of spread beyond 13:00 Hours

Such bonus shall be separate and apart from, and in addition to the overtime pay which an operator would receive by reason of time worked in excess of 8/10\* hours daily. Such bonus shall not be included in the hours upon which daily overtime is paid.

#### **PULL-OUT TIME**

**Section 36.** All operators, when working scheduled runs or trippers will be paid ten (10) minutes straight time in addition to the time on the run or tripper for such work as they may do in pulling a bus out of the Station on any working period.

The pull-out time shall be added to the actual run or tripper time in the determination of the amount of time paid for on the run or tripper, and shall be considered as part of the accumulated time in determining the maximum day at the straight time rate of pay.

#### **DELAYS**

**Section 37.** All runs and trippers shall be paid for the full number of hours and minutes in same, and when runs are delayed so that the operator cannot reach the station on scheduled time, they shall receive in addition any overtime worked. It is agreed that where scheduled runs or trippers are being paid a minimum rate of time, and through some unpreventable delay or emergency use do not reach the Station on scheduled time, no overtime will be paid unless the delay time extends over the minimum paid. This does not permit TARTA to add extra work to the schedule of any such run in order to fill out the unworked time of any such minimum time paid run.

#### **LAYOVER**

**Section 38.** All schedules shall be so arranged as to allow a layover at the end of each round trip. It is further agreed that proper and available toilet facilities be provided on all lines operated by TARTA. A list of such facilities shall be posted.

#### **MEAL RELIEF**

**Section 39.** All schedules shall be so arranged that all regular runs working over six (6) consecutive hours shall have a meal relief of not less than fifteen (15) minutes. It is also agreed that all operators working extra runs for a period of more than six (6) consecutive hours shall be allowed a meal relief of not less than fifteen (15) minutes. The meal relief time shall be scheduled as near the midway point between the starting and finishing time as is practicable, and in no case shall an operator be required to work more than six (6) continuous hours either before or after his meal relief time.

### **CHARTERED COACH OPERATION**

**Section 40.** When charter coach runs are filled by the selection of an operator holding a regular run, such operator shall be paid as a minimum for the day the time which he would have received had he filled his regular run.

When chartered coach runs are not filled from the top of the regular extra board but are filled by selection from the charter board, the operators so selected shall receive a minimum of eight (8) hours for the day when the coach has been out six (6) hours or more; but wherein said chartered coach run should be out less than six (6) hours, the actual time out shall be paid.

Chartered coaches operating outside the TARTA limits shall be filled by selection from qualified operators. All operators shall have an opportunity to qualify as chartered coach operators.

When an operator through personal effort secures the business of a chartered coach job, he shall, if qualified, be permitted to be the operator of such chartered coach service if he desires.

A chartered coach board will be marked up on the blackboard and rotated the same as the regular extra board, and any operator getting work out of turn will be passed by at the time he is in line for work following the date he works out of turn. A minimum of thirty (30) qualified bus operators will be maintained on the charter board.

### **SICK LEAVE**

**Section 41.** An operator who has been off because of illness or injury shall be required, in order to be permitted to return to work, to report his availability for work not later than two (2:00) p.m., of the day preceding the day on which he expects to report back to work. No operator shall be required to furnish a medical certificate before returning to duty after being off on sick leave unless he has been off duty on such leave for a period of more than three (3) days. To be eligible for sick benefits, an employee must provide initial medical certification to TARTA by the fourth (4th) calendar day with additional certification as required. If an employee does not provide initial medical certification to TARTA by the fourth calendar day, sick benefits will start at the time of the turn-in of medical certification to TARTA. Employees off work must inform TARTA of their work status on a weekly basis. It is further understood that an operator shall not be placed on the sick list when he asks time off because of sickness in the family, and if such operator finds it possible to work the following day, he shall so notify the Chief Station Supervisor no later than two (2:00) p.m. of the same day.

It is further agreed that when operators have been off sick for a period of more than thirty (30) days they will only be permitted to pick in the event of a general pick of runs if they bring in a medical release to the personnel department at least five (5) days prior to the pick indicating that they will return to work within thirty (30) days of the start of the new assignment. Any operator picking under this provision who does not return to work during that assignment will not be allowed to pick at subsequent general picks until they have actually returned to work. When an operator who was ineligible to pick returns to work, they will be placed at their regular spot (seniority order) on the Extra Board until the next general pick.

### **WORKING IN OTHER DEPARTMENTS**

**Section 42.** No operator except when lay-off occurs as provided under Section 13 shall be entitled to hold a standing on a seniority list and work in any department other than the Transportation Department except if it be on account of ill health of an employee. In any case, unless by mutual consent of TARTA and the Union, it shall not be permissible to work in any other department and maintain seniority rights in the Transportation Department for a period of more than sixty (60) days.

### **MISCELLANEOUS WORK SCHEDULE**

**Section 43.** When an employee of the Transportation Department is taken from his regular work to perform other duties for TARTA, he shall be paid the full amount of his regular day's work.

## **MAINTENANCE DEPARTMENT**

### **WORK SCHEDULES**

**Section 44.** The work week for all employees in the Maintenance Department will consist of five consecutive eight hour days, forty (40) hours per week.

All employees with 20 years of seniority shall not have to work on Saturdays and Sundays or holidays unless they so desire.

Overtime shall be paid at the rate of time and one half the straight time rate in excess of eight hours per scheduled work day.

Overtime for working either day off shall be paid at one and one-half the straight time rate. In order to be entitled to overtime pay for working either of his days off, a maintenance employee must have worked his full regular shift on all of his scheduled work days in that week.

Maintenance employees called in early for work shall be paid overtime for all work over 8 hours, but they will not be required to terminate their work earlier than the end of their scheduled shift.

When an employee is requested back to work, from their home after their regular scheduled work, they will be paid time and one-half the straight time rate for a minimum of three (3) hours.

As nearly as is practicable opportunities for extra work shall be rotated among the employees who are qualified to perform such work and are available.

Work shall be assigned to all employees who are qualified for work needed on holidays by a rotating system. The rate of pay for work performed on holidays will be one and one-half times the straight time rate for hours worked plus 8 hours holiday pay.

An interval will be allowed for meals as determined by TARTA which shall be not less than 30 minutes nor more than one (1) hour.

When an employee is called temporarily from his regular work to perform other work and the rate of pay for such other work is higher than the rate for his regular work he shall receive the higher rate of pay while performing such other work; provided the time at such other work is more than one (1) continuous hour and further provided that this shall not apply to an employee called to do other work pending his qualifications for a higher classification.

#### **SENIORITY VACANCY AND LAYOFF**

**Section 45.** When there is a job vacancy a notice will be posted for a period of seven (7) days during which time employees who are qualified may make application in writing for such vacancy. Seniority and qualifications will be given consideration in making an assignment for which written application has been submitted.

When there is a layoff an employee with the least seniority shall be laid off with consideration being given to qualification and also classification.

During the agreement the Authority shall continue a training program for all willing employees in the Maintenance Department for the purpose of improving technical competence toward advancement.

#### **COVERALLS, RAINGEAR AND TOOLS**

**Section 46.** TARTA shall bear the full cost of three (3) pairs of coveralls per year to all employees in the Maintenance Department after one (1) year seniority each January 1st. Such employees shall have the option of one (1) regular coverall and one (1) insulated coverall or three sets of shirts and trousers in lieu of the standard coverall issue. The employee shall have the option of long or short sleeve shirts. Employees may substitute shirts for trousers, or trousers for shirts, as long as the total cost does not exceed that of the standard issue.

TARTA shall pay one-half (1/2) of the cost of laundering coveralls, shop coats, long or short sleeve shop shirts and trousers, and overalls used by employees.

TARTA shall provide raingear for such employees as required by them in their work.

TARTA shall provide a tool allowance in the amount of Three Hundred Sixty (\$360) per year.

In order to receive such tool allowance, the employee must have at least one (1) year seniority with TARTA on the June 1 date set for payment of the allowance and must have the required tools as posted by the Director Maintenance as part of the eligibility requirements for the employee's job. The tool allowance will not be available except to employees who are required to furnish tools.

#### **SHIFT CHANGE**

**Section 47.** When TARTA transfers Maintenance Department work from one shift to another, employees currently performing the work in the classification of the work being transferred may follow the work by bidding for a shift transfer. If additional employees are needed, the least senior employee currently performing the work in the classification of work being transferred will be transferred to the new shift.

#### **SICK LEAVE**

**Section 48.** An employee who is unable to report for work shall notify his department of the reason for not reporting not less than one (1) hour before the scheduled starting time. In case of sickness or injury received outside TARTA employment, an employee may be required to furnish a medical certificate before returning to work if such employee has been off work for more than three (3) consecutive days. To be eligible for sick benefits an employee must provide initial medical certification to TARTA by the fourth (4th) calendar day with additional certification as required. If an employee does not provide initial medical certification to TARTA by the fourth calendar day, sick benefits will start at the time of the turn-in of medical certification to TARTA. Employees off work must inform TARTA of their work status on a weekly basis.

#### **SUBCONTRACTING**

**Section 49.** TARTA will not contract out or subcontract any work normally performed by the Maintenance Department employees in the Bargaining Unit defined by this agreement if such contracting out or subcontracting will result in layoff, transfer or demotion of any such employee.

**WAGE RATES**

**Section 50.** The wage rates that shall apply to employees covered by this agreement in their classification shall be as follows:

**TRANSPORTATION DEPARTMENT**

Operators shall be paid a percentage of the top operator's paid wage rate (i.e., applied to rate including escalation) during their first forty-eight (48) months of employment, as follows:

	<b>PERCENTAGE OF OPERATOR'S TOP PAID RATE (INCLUDING COST OF LIVING)</b>
<b>LENGTH OF EMPLOYMENT</b>	
First 12 months of employment .....	70%
Second 12 months of employment .....	75%
Third 12 months of employment .....	80%
Fourth 12 months of employment.....	85%
Thereafter .....	100%

A 1% wage increase to be effective on the Monday following the ratification by both the Union and TARTA – 1% wage increase thereafter on the annual anniversary date in 2012 and 2013.

<u>Date</u>	<u>Top Wage Rate</u>	<u>Part-Time Rate</u>
August 8, 2011	\$20.40	\$14.28
August 8, 2012	\$20.60	\$14.42
August 8, 2013	\$20.81	\$14.57
Student instruction -	\$0.30	

Wage rates other than the top-rated operator are to be increased on a proportionate basis, to the nearest whole cent in both the Transportation and Maintenance departments.

**MAINTENANCE DEPARTMENT**

Maintenance Department wage rates are to be based on the top paid operator rate as follows:

<b>PERCENTAGE OF TOP OPERATORS RATE</b>	
Mechanic "A" .....	111%
Mechanic "B" .....	104.5%
Mechanic "C" .....	102.1%
Utility .....	100%
Night Service.....	75%
Cleaner .....	70%

Cleaners hired after April 29, 1987 will have a three (3) year progression, which will follow such employees in whatever classifications they may work during the first three (3) years of employment as follows:

<b>LENGTH OF EMPLOYMENT</b>	<b>PERCENTAGE OF APPLICABLE RATE</b>
First 12 months of employment.....	80%
Second 12 months of employment .....	85%
Third 12 months of employment .....	90%
Thereafter .....	100%

Incumbents in any classification who are above the rates set forth above shall be red circled. Red circled employees shall receive only 50% of the across-the-board wage increases taking effect during the contract term.

Student instruction pay in the Maintenance Department shall be \$0.30 per hour.

Employees in the Maintenance Department working the second shift shall be paid a night differential of twenty (20) cents an hour and such employees working the third shift shall be paid a night difference of twenty-five (25) cents an hour in addition to the above rates.

The second shift shall be any work shift which regularly ends its work period after 9 p.m., and before 3 a.m., and the third shift shall be any work shift which regularly ends its work period after 3 a.m., and before 9 a.m.

TARTA will pay a bonus to Maintenance Department employees for current required A.S.E. (National Institute for Automotive Service Excellence) Certifications. The amount of the bonus will be (25) cents per hour for each current required certification. The bonus will be paid for each hour actually worked and will not be part of the wage rate.

For all employees as of 11-01-01 Current maintenance employees are grandfathered in their current classification (do not have to pass a test or obtain A.S.E. to remain). If a grandfathered employee is moved down in classification and then is moved back to his grandfathered position, he or she may do so with no testing or A.S.E. However, if a grandfathered employee obtains required A.S.E. he or she shall receive 25 cents per hour worked for each certification.

Maintenance employees do not have to take a qualifying test if they move laterally or down in classification.

If two or more employees qualify with a passing score for a promotion (up in classification) to a vacancy, the more senior employee will be selected.

In order to qualify for a promotion (up in classification) A.S.E. certification is required but the Authority will pay the employee a bonus of 25 cents per hour worked for each certification acquired. Such bonus shall not be included in the hours upon which any overtime is paid.

If an employee does not pass a promotional test for a higher classification, the employee shall be counseled on where he/she did poorly and how to prepare for next time.

#### COST OF LIVING

**Section 51.** The basic wage rates as contained in this agreement shall not be reduced during their term. All employees covered by this agreement shall be paid a cost of living allowance to be determined based upon the amount generated by the new series Consumer Price Index for Urban Wage Earners and Clerical Workers - Revised Series (United States Average), in the manner described in the section (hereafter referred to as the "index"). The adjustments shall be \$.01 for each .5 increase in the index.

The cost of living allowance shall not be added to the basic wage rate of any classification but only to each employee's earnings. The cost of living allowance in cents per hours shall be used in the computation of straight time and overtime earnings in the same manner as the basic hourly rates are used in such computation.

It is understood and agreed by the parties hereto that none of the provisions of this section shall apply during the term of this agreement.

#### TERMS OF AGREEMENT

**Section 52.** This Agreement shall be binding upon the parties hereto including individual members of the Union for whom it is executed, and shall be enforced in effect from August 8, 2011, hereto until and including August 7, 2014 and from year to year thereafter, provided should either party desire to change the terms of any section of this Agreement or add any section effective the 8th day of August 2014 or the 8th day of August in the year thereafter, such party shall give notice in writing to the other party hereto on or before 8th day of June 2014, and should the parties fail to agree on such changes or additions, and that those not agreed upon shall be submitted to arbitration as provided in Section 7. Either party to this Agreement may terminate the same on or after August 8, 2014, upon ninety (90) days written notice to the other party. In the event such notice to terminate is given as herein provided, then this Agreement and all its terms and provisions shall terminate and become null and void.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized

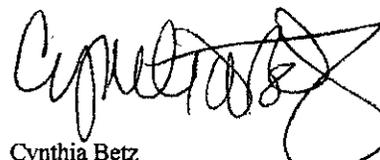
THE TOLEDO AREA REGIONAL  
TRANSIT AUTHORITY

AMALGAMATED TRANSIT UNION  
LOCAL 697 OF TOLEDO, OHIO

BY

  
Geneva Mason  
Director, Human Resources  
Chief Spokesperson

BY

  
Cynthia Betz  
Business Agent  
Chief Spokesperson

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*Signed on or around  
January 28 2013*

## **Attendance Control Program**

When an employee reaches six (6) incidents in a rolling 365-day period he will be subject to disciplinary action. There are two categories of absence, they are:

I - Non-counted absence

II - Counted absence

1. A non-counted absence is an absence only for reasons satisfactory to TARTA.

The following are examples of non-counted absences, which are not counted against an employee, if pre-approved by TARTA, in determining his or her absenteeism:

- FMLA
- Physical appointments scheduled by TARTA
- Bereavement leave
- Jury duty
- Military leave
- Vacation
- Designated holidays defined in Section 17 of the CBA
- Job related court appearance
- Union business

2. Counted absences are all other days. All employees should note that this policy makes no distinction between excused and unexcused absences.

3. The time an employee is off as an incident under the Attendance Control Program is not to be included in the rolling 365 days.

4. Attendance problems will be addressed in the following manner:

- Up to 5 incidents absent in any rolling 365-day period, individuals will be counseled on a case-by-case basis. Through this counseling, employees will be made aware of the TARTA Attendance Control Program and the Authority's concern for attendance.
- At 6 incidents the employee will receive a verbal warning.
- 9 incidents absent in a rolling 365-day period. A warning letter is issued.
- 11 incidents in any rolling 365-day period. An employee who reaches 11 incidents will receive a three (3) day suspension and advised that when incidents reach 13 the employee will be subject to termination.
- 13 incidents in any rolling 365-day period will result in termination.

5. Each Miss by an Operator (as defined in Section 33 of the CBA), counts as one incident. A partial day absence counts as one incident and two partial day absences will count as one incident (e.g., the first partial day absence counts as the incident, second partial day counts with the first incident, third partial day is a second incident, etc.). Any number of consecutive full days absent counts as one incident.

6. On the effective date of this agreement, (August 8, 2011) all attendance records will be reduced by two incidents and no one will receive additional discipline as a result of this reduction.