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Memorandum

Of

Agreement

BETWEEN

Southwest Ohio

Regional Transit Authority

Metro Operating Division

AND

Amalgamated Transit Union

Local 627

For the Period

February 1, 2011 to January 31, 2014

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered into by and between Southwest Ohio Regional Transit Authority (Metro Operating Division), its successors and assigns, hereinafter called the "Authority", and Amalgamated Transit Union, Local 627, hereinafter called the "Union".

The parties to this Agreement desire to establish and maintain mutual understanding and cooperation that will promote to the fullest the economy of operation, the quality and safety of service, fair and reasonable conditions of employment, and to provide methods for fair and harmonious adjustment of all disputes that may arise between them so as to secure uninterrupted operations for the public.

It is agreed by both the Authority and the Union that there shall be no discrimination in hiring, promotions, or other aspects of employment, or in regard to union membership, its rights and obligations because of race, color, creed, age, national origin or sex.

Section 1: RECOGNITION

(a) The Union

The Authority recognizes the Union as the exclusive bargaining representative of all of its employees, as that term is defined in paragraph (c) of this recognition clause, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other working conditions.

(b) The Authority

The Authority reserves and maintains all its inherent rights to manage the business and the Authority shall have the prerogatives which are not abridged by this Agreement to determine and direct the policies, procedures and methods of operating its business. The Authority's failure to exercise any function or right reserved to it or its exercising any function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right.

(c) Employees Covered

The term "employee" is hereby defined as all persons working for the Authority whose rates of pay are set forth in Section 5 hereof.

Nothing in this Section shall be interpreted to conflict with or contradict Section 3 (g) Probationary Employees.

(d) Accredited Officers

The accredited officers who shall conduct all business under the provisions of this Agreement shall be on the part of the Authority those designated by the General Manager from time to time and whose decision shall be final; and on the part of the Union, the President, Business Agent, Secretary, and such additional representatives as may be selected by its laws. Communications, written or verbal, from the Union to the Authority, or from the Authority to the Union, shall be addressed to the proper officer or officers of both, and where in the ordinary course of business it is necessary for conference between heads of departments of the Authority and officers or representatives of the Union, these shall be conducted in the offices of the heads of departments or Division Managers, as the case may be, unless otherwise agreed upon, and proper respect shall at all times be shown by the heads of departments and Division Managers and the officers or representatives of the Union to each other.

Section 2: UNION SHOP AND CHECK-OFF

(a) Membership

Membership in the Union on and after the thirtieth (30th) day following the beginning of an employee's employment or the effective date of this Agreement, whichever is the later, is a condition of employment for all employees in the bargaining unit.

(b) Check-off

On the first payday of each month the Authority agrees to deduct from the pay of each member of the Union employed by the Authority such uniformly required initiation fees, dues and assessments, as defined by the Constitution and Laws of the Union, as the Union shall have determined to be payable from each member, provided the member has signed a written authorization in the form agreed to by the parties hereto. The Authority shall furnish to the Union a list of employees, members of the Union, and the amount of the deduction made from the pay of each member. The Authority agrees to remit to the Union the aggregate amount of such deductions together with such statement as may be agreed upon.

(c) ATU-COPE Deduction

The Amalgamated Transit Union Committee on Political Education (ATU-COPE) deduction shall be made on each payday as long as the Union has a signed Authorization Card on file, and forwards the card to the Authority. A copy of deductions shall be forwarded to the Amalgamated Transit Union (International Headquarters) along with a check for the amount of deductions, and a copy sent to the Local Union.

(d) The Union will hold the Authority safe and harmless from any and all liability arising out of the administration of Section 2.

Section 3: DISCIPLINARY ACTION AND GRIEVANCES

(a) The Authority agrees to recognize fully and treat with the Union on questions, grievances and complaints that may arise between them.

(b) There shall be no discharge, suspension or other disciplinary action without sufficient cause or without notification to employee of reason, in writing.

(c) All claims or disputes of employees, the Union or the Authority regarding the application, interpretation or violation of any provisions of this Agreement (except Section 4: NO STRIKE-NO LOCK-OUT) or the imposition of any discipline, including discharge, hereinafter called "grievances", shall be settled in the following manner:

An employee who believes that a grievance exists between the employee and the Authority, shall first meet with the employee's direct supervisor to discuss the matter in an informal manner. The employee may be accompanied by a member of the Union Executive Board. If informal discussion fails to resolve the problem, the Union or the employee may initiate the grievance procedure in the following manner:

Step One - If the grievance is a complaint of an employee or the Union, the grievance complained of shall be submitted in writing to the other party within ten (10) days after the incident giving rise to the same becomes known with reasonable diligence, stating the nature of the grievance and the remedies sought from the Authority. The Union will submit the written grievance to the immediate supervisor or his/her designee.

The Supervisor, or his/her designee, will respond in writing to the Union and the grievant within ten (10) days after receipt of the grievance either denying or sustaining the grievance and stating the reasons therefore.

Step Two - In the event the grievance is not resolved in Step One, the Union shall deliver a copy of the grievance to the Department Head or his/her designee, within five (5) days of receipt of the direct supervisor's response.

The Department Head or his/her designee will conduct a hearing with the Union within five (5) days from receipt of the grievance from the Union. After completion of the hearing the Department Head will provide a written answer within five (5) days either sustaining or denying the grievance, and setting forth the reasons for the decision.

Step Three - In the event that the grievance is not resolved under Step Two, the Union shall deliver a copy of the original grievance to the General Manager, or his/her designee, within five (5) days of receipt of the response of the Department Head as set forth in Step Two.

Within five (5) days of the delivery of the grievance to the General Manager, the General Manager or his/her designee will hold a meeting with the grievant and the Union. The General Manager, or his/her designee, will respond in writing within five (5) days either denying or sustaining the grievance and setting forth the reasons therefore.

In cases involving the discharge of an employee, the parties will bypass the first two steps of the above mentioned procedure and proceed directly to Step Three.

(d) Tri-Partite Arbitration

If the parties are unable to reach agreement in Step Three, and the grievance or dispute involves the application, interpretation, or violation of any provision of this Agreement, the Union (not any individual employee) or the Authority may within thirty (30) days of said failure to reach agreement, demand arbitration and request the Federal Mediation and Conciliation Service to provide the parties with a list of seven (7) prospective arbitrators.

Once a panel of possible arbitrators is received by both parties, that selection must be completed within twenty-one (21) days of such receipt. If one party fails to engage in the selection process within twenty-one days, that party shall forfeit its case and the grievance shall be granted in favor of the party that is prepared to proceed in the arbitrator selection process and denied as to the party refusing to proceed within the specified time limits. That decision shall then become final and binding.

Unless otherwise agreed, all grievances for which arbitration is requested shall be determined by three (3) arbitrators. One (1) arbitrator shall be designated by the Union and one (1) arbitrator designated by the Authority. The parties shall designate their respective arbitrators within five (5) days of the date of receipt of demand for arbitration. The parties after the receipt of the list of arbitrators as provided for in paragraph 3 (d) shall determine by lot the order of elimination and thereafter each shall in that order eliminate one (1) name until only one (1) name remains. The remaining person on the list shall be the neutral arbitrator.

The decision of any two (2) of the arbitrators shall be final and binding upon both parties. The arbitrators shall be limited in their decision to the application and interpretation of the provisions of this Agreement and the arbitrators shall have no authority to alter, amend, modify, add to, subtract from or change the terms of this Agreement. Each party shall bear the expense of its own arbitrator and the parties shall share equally the expense of the third arbitrator. Each party has thirty (30) days from the postmark of the arbitrator's decision to request an executive session.

(e) Should any grievance involve the suspension or dismissal of an employee, and the employee is found not sufficiently at fault to warrant such dismissal or suspension, the employee shall be reinstated and paid for time lost as may be decided upon by the representative of the Authority and the Union. In the case of a failure to reach agreement as to the penalty, if any, to

such employee under Step 1, 2 or 3 of paragraph 3 (c) the matter of penalty shall be submitted to an arbitrator pursuant to Step 3 and subsequent arbitration procedures herein.

(f) Grievance Committee

Grievance Committee or individuals delegated by the Union to take up grievances with the General Manager's designated representative pursuant to Step 2 or Step 3 will take up such grievances at mutually acceptable times and places, within the time limits herein prescribed.

(g) Probationary Employees

It is agreed that employees shall be in Probationary status until they have been in the service of the Authority for at least ninety five (95) days. The Union agrees that it will not question the dismissal or discipline of any such employee who shall not have been in the employ of the Authority for said period.

(h) It is further agreed that such time periods may be extended by mutual agreement of the parties in writing. Days referred to in Section 3 (Except Section 3(g)) do not include Saturdays, Sundays or Holidays.

(i) Failure To Respond

In the event that Management fails to respond to any aggrieved employee, or his/her Union Representative in any of the steps of the grievance procedure, such non-response shall be deemed a ruling in favor of grievant or Union. If the Union fails to respond in any step of the grievance procedure, such non-response shall be deemed to be the Union's decision to withdraw the grievance.

The non-response, however, on one grievance shall be without prejudice to the right to bring a subsequent grievance involving a different aggrieved employee, but involving the same type of occurrence, or transaction, as in a former grievance.

(j) Notwithstanding the terms of this Section 3 or any other terms of this Agreement, the violation by either party of Section 4 (No Strike - No Lockout) shall not be the subject of this grievance procedure.

Section 4: NO STRIKE - NO LOCKOUT

The parties agree that while this Agreement is in effect, the Union and its members will not engage in, condone, or encourage any strike, work stoppage, slowdown, picketing or other interference with the operations of the Authority, and the Authority will not lock out employees.

It is specifically agreed and understood that violations of this provision by the Union, or by the Authority, shall not be subject to the grievance and arbitration procedures of this Agreement and in the event of a violation, or dispute regarding this provision, each party specifically reserves the right to seek such relief as it may be entitled to, from any court of competent jurisdiction. In addition, any employee violating this provision shall be subject to immediate discharge, which discharge shall not be subject to the grievance and arbitration provisions of Section 3 hereof, provided however, that if there is a dispute as to whether an employee did in fact violate this provision such dispute shall be subject to said grievance and arbitration provisions.

Section 5: WAGE RATES

The basic wage rates of employees covered by this Agreement from 12:01 A.M. February 1, 2011 through midnight January 31, 2014, shall be as listed below:

In addition to the wage rates listed below, all active employees covered by this Agreement on March 19, 2011, will receive a one-time, lump sum payment of $500 to be included on each such employee's regular paycheck dated March 24, 2011.

This language and these provisions shall expire on January 31, 2014.

(a) Transportation Department

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
Top Operator	$23.48	$23.71	$23.95	$24.19	$24.43

(b) Mechanical Department - A & B Rates, Apprenticeship Rates

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
A	$24.88	$25.13	$25.38	$25.63	$25.89
B	$24.00	$24.24	$24.48	$24.72	$24.97
A Rate Apprentice	$24.25	$24.49	$24.73	$24.97	$25.22
B Rate Apprentice	$21.60	$21.82	$22.03	$22.25	$22.47

(c) Mechanical Department - C, D, E and UM Rates Protected Rates

Any Mechanical Department employee employed as of February 1, 1988 who is forced or picks into a C, D, E, or UM rate job shall receive the protected rate for that job.

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
C	$21.61	$21.83	$22.05	$22.27	$22.49
D	$20.98	$21.19	$21.40	$21.61	$21.83

E	$20.44	$20.64	$20.85	$21.06	$21.27
UM	$19.48	$19.67	$19.87	$20.07	$20.27

Painter Class E, plus five (5) cents

(d) Mechanical Department Employees Hired After February 1, 1988
The following rates shall apply to all employees hired into the Mechanical Department after February 1, 1988.

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
C	$19.95	$20.15	$20.35	$20.55	$20.76
D	$19.21	$19.40	$19.59	$19.79	$19.99
E	$18.43	$18.61	$18.80	$18.99	$19.18
UM	$17.03	$17.20	$17.37	$17.54	$17.72

(e) Building Maintenance Department - A & B Rates

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
A	$24.88	$25.13	$25.38	$25.63	$25.89
B	$24.00	$24.24	$24.48	$24.72	$24.97

(f) Building Maintenance C and E Protected Rates
Any Building Maintenance employee employed as of February 1, 1988 who is forced or picks into a C or E rate job shall receive the protected rate for that job.

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
C	$21.61	$21.83	$22.05	$22.27	$22.49
E	$20.44	$20.64	$20.85	$21.06	$21.27

Current employees in the Building Maintenance Department C and E classifications not now on the new hire progression rate shall receive the same cents per hour increases equal to the top operator so long as they remain in the classification they held on December 7, 1977.

(g) Building Maintenance Employees Hired After February 1, 1988

The following rates shall apply to all employees hired into the Building Maintenance Department after February 1, 1988.

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
C	$19.95	$20.15	$20.35	$20.55	$20.76
E	$18.43	$18.61	$18.80	$18.99	$19.18
Janitor	$17.03	$17.20	$17.37	$17.54	$17.72

(h) Division Clerks and Board Clerks

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
Div.	$4,296.73	$4,339.70	$4,383.10	$4,426.93	$4,471.20
Board	$4,324.80	$4,368.05	$4,411.73	$4,455.85	$4,500.41

It is understood that Division and Board Clerks normally work hours in addition to their regularly scheduled hours and the monthly rate is computed to cover all of such hours. The Authority, however, agrees that it does not intend to change the existing practice of schedule eight (8) hour shifts.

Whenever a Division Clerk is required to work at least eight (8) hours on a day that is normally a non-work day for such an employee then such Division Clerk shall receive a lump sum additional payment for that day of $178.00 ($183.00 effective on February 10, 2008; $189.00 effective on February 8, 2009; and $195.00 effective on February 7, 2010). Whenever a Board Clerk is required to work at least eight (8) hour on a day that is normally a non-work day for such an employee then such Board Clerk shall receive a lump sum additional payment for that day of $179.00 ($184.00 effective on February 10, 2008; $190.00 effective on February 8, 2009; and $197.00 effective on February 7, 2010). It is also understood that the past practice shall continue for Division and Board Clerks as it is presently in existence and as it has existed for the past several years and that provisions of this contract do not apply to Division and Board Clerks except the following sections: 1, 2, 3, 4, 5(h), 5(k), 5(r), 8, 9, 11, 12, 13, 27, 28, 29, 30, 31.

Division and Board Clerks shall receive the same length of vacations as other employees and will pick vacations according to Authority seniority. Seniority will be used for the purpose of job selections, job assignments, lay-offs, and bump-downs. If a new division is opened or a division entirely closed, a reselection on a system seniority basis will be allowed. When divisions are consolidated, a reselection on a system seniority basis will also be allowed. Regardless of any of the foregoing one Board job at each division shall not be subject to pick and the Authority shall assign that job. A person assigned as a Board Clerk, however, shall have the right to pick out of the job. The Authority will provide clerks with written job descriptions. Division Clerks will have a “System Pick” each year.

All Division and Board Clerks appointed prior to January 7, 1981 shall receive one hundred ninety-five (195) accumulated sick leave days effective January 8, 1981. There will be no additional accumulation of sick leave days until the one hundred ninety-five (195) days have been reduced to below one hundred thirty (130) sick leave days. Maximum accumulation allowed thereafter will be a

total of one hundred thirty (130) days accumulated at the rate of three-fourths (3/4) day per month worked (no accumulation if absent more than five (5) days per month).

All Division and Board Clerks appointed after January 8, 1981, shall convert their sick days accumulated under the contract to the nearest whole day and be credited with that amount to a maximum of one hundred thirty (130) days sick leave. Further accumulation will be at the rate of three-fourths (3/4) day per month worked to a maximum of the hundred thirty (130) days (no accumulation if absent more than five (5) working days per month.)

This maximum of one hundred thirty (130) days sick leave accumulated at the rate of three-fourths (3/4) day per month as above, is in accordance with the current sick leave policy as outlined in the Authority's salaried personnel policies as approved by the SORTA Board and subject to revision by them from time to time.

Any revisions in the Authority's salaried personnel sick leave policies as approved by the SORTA Board will apply to the Division and Board Clerks.

(i) Fare Box Pullers

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
FB Pullers	$20.48	$20.68	$20.89	$21.10	$21.31

The Fare Box Pullers who are on a regular eight (8) hour per day five (5) day per week schedule shall be covered by all the provisions of this Agreement. Fare Box Pullers who work on a part-time schedule shall receive payments under this Agreement in the same proportion which their regular daily hourly work basis bears to eight (8) hours.

(j) Traffic Checkers

	Current	02/05/2012	08/05/2012	02/03/2013	08/04/2013
Traffic Checkers	$21.50	$21.72	$21.94	$22.16	$22.38

Traffic Checkers will be allowed to exercise seniority whenever possible to select straight hours vs. split assignments and their location of assignments; however, it is the understanding that the Authority may vary location assignments without regard to seniority for the purpose of comparison checks.

Traffic Checkers will be provided an allowance of one dollar and seventy-five cents ($1.75) per working day in lieu of mileage.

(k) Cost-of-Living

The cost of living shall remain inactive through the term of the agreement.

Employees will be paid a cost of living allowance effective October 15, 2000, October 14, 2001, and again on October 13, 2002. This will be on the basis of one cent ($.01) increase for each point four five (0.45) points increase in the Bureau of Labor Statistics Consumer Price Index (1967=100). The October 2000 & 2001 payment shall be between a minimum of sixteen cents ($0.16) and a maximum of sixteen cents ($0.16) added to the top operator's wages (which are already incorporated in and not in addition to the rates effective October of each year, set forth herein). The October 2002 payment shall be between a minimum of ten cents ($0.10) and a maximum of ten cents ($0.10) added to the top operator's wages (which are already incorporated in and not in addition to the rates effective October each year**)**.

All other classifications covered by this Agreement shall receive guaranteed cost-of-living increases already incorporated in and not in addition to the rates effective October of each year, set forth herein).

The base index for the October 15, 2000 adjustment will be the CPI-W, U.S. City Average Index, Urban Wage Earners and Clerical Workers (Revised Series) for August 2000. That adjustment shall be based on the increase from August, 1999, to August, 2000, with a minimum of sixteen cents ($0.16) per hour and a maximum of sixteen cents ($0.16) per hour for top operators (which is already incorporated in and not in addition to the rates effective October 15, 2000, set forth herein). All other classifications shall receive the guaranteed cost-of-living increases already incorporated in and not in addition to the rates effective October 15, 2000 set forth herein.

The base index for the October 14, 2001 adjustment will be the CPI-W, U.S. City Average Index, Urban Wage Earners and Clerical Workers (Revised Series) for August 2001. That adjustment shall be based on the increase from August, 2000, to August, 2001, with a minimum of sixteen cents ($0.16) per hour and a maximum of sixteen cents ($0.16) per hour for top operators (which is already incorporated in and not in addition to the rates effective October 14, 2001, set forth herein). All other classifications shall receive the guaranteed cost-of-living increases already incorporated in and not in addition to the rates effective October 14, 2001, set forth herein.

The base index for the October 13, 2002 adjustment will be the CPI-W, U.S. City Average Index, Urban Wage Earners and Clerical Workers (Revised Series) for August, 2002. That adjustment shall be based on the increase from August, 2001, to August, 2002, with a minimum of ten cents ($0.10) per hour and a maximum of ten cents ($0.10) per hour for top operators (which is already incorporated in and not in addition to the rates effective October 13, 2002 set forth herein). All other classifications shall receive the guaranteed cost-of-living increase as set forth in the above schedules.

Transportation New Hire Progression

All operators hired on or after February 1, 2003 will be paid under the following sixty (60) month progression:

First 12 months: 60%
Next 12 months: 64%
Next 12 months: 70%
Next 12 months: 76%
Next 12 months: 88%
Thereafter: 100%

All operators hired on or after 10/9/00 shall advance through their respective progression based upon 173.3 hours worked equaling one month, and overtime shall be paid for all hours worked in a pay week in excess of forty (40) hours worked until employee reaches top operator rate.

Progression percentage rate changes shall become effective on the first day of the payroll week following the progression percentage effective date.

(l) Maintenance New Hire Progression

All employees newly hired on or after February 2, 1988, into the bargaining unit Mechanical Department as C, D, E,UM or janitor will be paid during their first year of employment 85% of the top rate in section 5(e) for the job they hold or pick.

All employees newly hired on or after May 13, 1997 into the bargaining unit Mechanical Department as C, D, E, UM, or Janitor will be paid under the following progression scale for the jobs they hold or pick based on the following percentage of the top wage rates listed in Section 5(d) and 5(g):

1st 12 months:	70%
2nd 12 months:	80%
3rd 12 months:	90%
Thereafter:	100%

(m) Instruction of New Operators

All operators required to train new employees as operators shall be paid an additional one dollar ($1.00) per hour while performing such service.

(n) Snow Work

Any operator or other employee doing snow or ice work shall be paid at the rate of time and one-half for all time so spent, including time spent in garages or shops before taking out snow work vehicles.

(o) Overtime Rate

Overtime for all employees covered by this Agreement shall be paid at the rate of time and one-half. Time once used in computing overtime shall not again be used for such purpose; however, this provision shall not be interpreted to prevent the payment of penalty of one-half time for excess spread as provided in Section 15(e) hereof. All time in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in the payroll week, shall be paid for at the rate of time and one-half.

(p) Accident Reports

All employees required to make out accident reports shall be allowed thirty (30) minutes pay according to their rate per hour.

(q) Free Transportation

All members of the Union in the service of the Authority, the spouse and all IRS qualified child dependents of the active members are entitled to free transportation on all vehicles operated by the Authority. This spouse and the qualified child dependents may be charged a nominal service charge of less than $10.00 per pass each year for administrative costs of free transportation pass. The Authority will initiate the spousal and the qualified child dependent transportation program as soon as practicable. Besides spouses and qualified child dependents of active members, pensioners will be permitted to ride on any coach with their passes without payment of any fare.

(r) Assigning Work

It is the intent of the parties that the principle of eight (8) hours work for-eight (8) hours pay shall be applied. In order to carry out this intent the Authority may assign employees, who would otherwise not be performing work but would be entitled to pay by reason of other provisions of the contract (for example, guarantee and intervening time provisions), to work of a kind similar to their regular and usual duty. It is understood, however, that layover time, or other similar allowed or penalty time shall be considered as part of the working time of the employee, and the employee shall not be subject to assignment to other duty during such periods.

(s) Night Shift Allowance

A night shift premium of twenty-five cents ($0.25) an hour for all hours worked will be paid to all employees, other than operators, working on shifts half or more of the working hours of which are scheduled or worked between the hours of 6:00 p.m. to 6:00 a.m.

(t) Court Attendance

An employee attending court or inquest or other investigation pertaining to Authority business (including trips to the General Office to make statements), except for trips relating to and resulting in disciplinary action, under instruction from the Authority, will be compensated for time so spent at the regular rate, including overtime wherever appropriate. Upon the completion of such attendance the employee shall report to his division if the Authority so requests and be available for work. Such an employee shall not be paid any less for the time spent than the amount which the employee would have earned on his or her regular assignment, if any, on such day. However, an employee shall not be entitled to compensation in any form for time spent in connection with a court appearance in which the employee is a defendant and is convicted of the charges preferred against him or her.

Section 6: VACATIONS

(a) Vacation Time and Pay

(1) Employees who have been in continuous service one (1) year but less than two (2) years shall be entitled to one (1) weeks vacation with forty (40) hours pay.

(2) Employees who have been in continuous service for two (2) years or more shall be entitled to two (2) weeks vacation with eighty (80) hours pay.

(3) Employees who have been in continuous service for five (5) years but less than fifteen (15) years shall be entitled to three (3) weeks vacation with one hundred twenty (120) hours pay.

(4) Employees who have been in continuous service for fifteen (15) years but less than twenty-two (22) years shall be entitled to four (4) weeks vacation with one hundred sixty (160) hours pay.

(5) Employees who have been in continuous service for twenty-two (22) or more years shall be entitled to five (5) weeks vacation with two hundred (200) hours pay.

(b) Vacation Period

Employees shall select their vacations so as to be taken within the twelve (12) month period beginning with that Sunday nearest June 1st from vacation schedules prepared by the Authority and posted the first Monday in May.

(c) Vacation Pay When Employment Is Terminated

In the event the employment of an employee is terminated by death or otherwise, except by voluntary quit, discharge for dishonesty, insubordination, drunkenness, failure to report to work, or repeated misconduct in the performance of duty and such employee at the time of termination has been determined to be eligible to receive a vacation or vacation pay in the current vacation period, but has not received such vacation or vacation pay, the employee shall upon termination receive the vacation pay to which the employee normally was entitled.

(d) Split Vacations

Any employee entitled to a vacation shall have the right to split the vacation into as many full week segments as the employee desires.

(e) Vacation Eligibility

If an employee has worked two hundred and twenty (220) days or more during the twelve (12) months immediately preceding the first day of the new vacation year, the employee shall be entitled to one hundred percent (100%) of vacation and vacation pay. If an employee has worked one hundred sixty-nine (169) days but less than two hundred and twenty (220) days the employee shall be entitled to one-half of vacation and vacation pay. An employee to be eligible for any vacation or vacation pay must have worked at least one hundred sixty-nine (169) days. Such days of work shall be computed on the basis of June 1st of one year to May 31st of the succeeding year and the employee must be employed on June 1st of such succeeding year to be eligible. (June 1st employment date requirement shall not apply to those employees retiring under PERS.) In the event that any employee does not work any particular day due to the fact that the employee's attendance is required by the Union at Executive Board meetings or negotiating sessions, such day shall be considered as a day worked for purposes of this section. The number of days for which an employee receives vacation pay shall be considered as days worked for determining vacation eligibility. An employee's scheduled working days for which the employee is receiving Sickness and Accident benefits in accordance with Section 10, or Worker's Compensation benefits, and scheduled days off due to a paid holiday, shall also be considered as days worked for purposes of determining vacation eligibility, up to a maximum of one hundred (100) days.

(f) Banking Vacations

Employees entitled to four (4) weeks or more vacation will be entitled to bank up to two (2) weeks of vacation for future use subject to the provisions of this Section 6(f). Such an employee may elect to accumulate up to a maximum of two (2) vacation weeks per year to a maximum of six (6) weeks. At least two (2) weeks must be taken as actual vacation in any one (1) year.

Accumulated vacation weeks must be taken not later than three (3) years from the year in which the employee was originally entitled to take them. Accumulated vacation weeks, when taken, will be paid for at the employee's rate in effect at the time when the employee was originally eligible to take such weeks. Vacation accumulation must be in whole weeks of vacations.

In the event of an imminent layoff in any job classification or classifications, employees in such classification or classifications must use their accumulated vacations as directed by management and the practice of accumulating vacation weeks will be temporarily suspended for such classification or classifications.

Any employee who resigns or is discharged prior to taking accumulated vacation weeks will receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks. In case of death of an employee prior to taking accumulated vacation weeks, a cash payment for such weeks based on the

employee's rate of pay in effect at the time the employee was originally eligible to take such weeks will be paid to the employee's widow or widower or legal beneficiary. Payment by the Authority to the person designated by the employee as the beneficiary of the life insurance provided by the Authority shall be a discharge in full of the Authority's responsibility and provided the Authority has made such payment, no other person shall have a claim against the Authority for such payment; provided, nevertheless, that if an employee has given the Authority in writing a designation of a different person whom the employee desires to receive such money, the Authority will make the payment to such person designated.

Employees entitled to three (3) weeks or more vacation will be entitled to bank one (1) week of vacation for future use subject to all of the provisions set forth above, except that the maximum amount which can be banked will be three (3) weeks.

(g) Taking Vacation Prior To Entitlement

For the purposes of picking vacations an employee whose anniversary date of employment falling in the succeeding vacation year would change his or her vacation entitlement shall be permitted to pick (in accordance with his or her vacation picking seniority) the longer vacation to which the employee would have been entitled had the anniversary date of employment been prior to June 1 of the succeeding vacation year.

If a first year employee's first anniversary date of employment is prior to June I and the employee is not eligible to pick a vacation before that June 1st, the employee shall be assigned a one (1) week vacation prior to that June 1st.

If an employee leaves the employ of the Authority for any reason other than death, after having taken more vacation time than the employee would other wise be entitled to by reason of the other provisions of this Section 6, such additional vacation pay shall be deducted from the employee's final pay.

(h) Pay in Lieu of Vacation

Subject to the availability of work, employees are eligible to receive pay for vacation in lieu of actually taking such vacation time off according to the following schedule:

Vacation Eligibility	Vacation Pay In Lieu Eligibility
Three Weeks	One Week
Four Weeks	Two Weeks
Five Weeks	Two Weeks

An employee desiring to take pay in lieu of vacation time off must declare his or her intent no later than the April 1st preceding the vacation year in which the employee desired to trade vacation for pay. Payment for exercising his/her option under this provision will be made to an employee on the last work day before the employee takes his or her first regularly scheduled vacation.

(i.) Vacation Day at a Time

The revised Vacation Day at a Time Agreement set forth in this section supercedes and replaces the Vacation Day at a Time Agreement dated April 13, 1991 (attached as Appendix C) and any subsequent past practice / written or verbal agreement between the parties that extended use of vacation day at a time beyond the original 1991 agreement (i.e., number of weeks that can be designated and used as vacation day at a time). So long as this revised Vacation Day at a Time Agreement remains in effect:

1. Employees covered by the Memorandum of Agreement with the following total vacation eligibility may participate in this revised Vacation Day at a Time Program based on the following:
    a. two (2) or three (3) weeks total may select to use one (1) week as day at a time
    b. four (4) or five (5) weeks total may select to use one (1) or two (2) weeks as day at a time.
2. An employee must select and declare this option at the time that he/she is selecting his/her vacation during the annual vacation pick. Only the balance of vacation, total allotment minus the designated week(s) of vacation day at a time, will then be selected on the annual vacation pick.
    a. For example, operator A has 4 weeks of vacation eligibility. At her time to pick vacation, she declares to use 1 week as vacation day at a time. She then selects 3 weeks of vacation on the annual pick and the 1 week of vacation day at a time is placed in the employee's "vacation day at a time account".
3. A book will be maintained in each maintenance work area / department and at each facility for transit operations for employees to sign up to request use of vacation day at a time. This book will be in the possession of the foreman or the dispatch clerks.
    a. Employees may sign up in the book for vacation day at a time requests for a period of up to 90 days in advance.
4. On Thursdays of each week, the work areas and facilities will post a list that notifies employees approved for vacation day at a time for the following week, Sunday thru Saturday.
5. Vacation day at a time requests will be granted based on availability and seniority.
6. Employees may request to use vacation day at a time after Thursday of the prior week and additional vacation day at a time requests will be granted based on availability and provided that no other employee has been denied his/her request for that same day. Vacation days at a time can also be used for employee emergencies.
7. Any unused vacation days at a time in an employee's account at the conclusion of the vacation year will be paid in accordance with the below.
    a. Payment for unused vacation day at a time will be made during the first pay period after the conclusion of the vacation year in which the unused vacation days at a time were not used.
    b. Unused vacation days will be paid at the employee's base wage rate in effect on the first day of the vacation year for which the days were unused. For example:
        i. Operator A designates a week of vacation day at a time for the current vacation year that starts Sunday June 2, 2011.
        ii. The next vacation year begins on Sunday June 1, 2012.
        iii. Operator A has 2 unused vacation days in her bank on May 31, 2012, the last day of the current vacation year.
        iv. Operator A is paid the total of two vacation days, 16 hours x her wage rate in effect on June 3, 2011 during the next pay period in June 2012.
8. This revised Vacation Day at a Time Agreement will be implemented for the vacation year beginning June 1, 2011. The parties agree that this agreement will automatically renew for each subsequent vacation year unless either of the parties notifies the other in writing of their decision to terminate this revised Vacation Day at a Time Agreement.

a. Notification from either party to the other party must be made in writing at least 30 days prior to the start of the next vacation year. This agreement may only be terminated prior to the start of the next vacation year; it may not be terminated with respect to a vacation year that has already commenced.
b. Upon termination of this revised Vacation Day at a Time Agreement, the parties agree to revert back to and implement the provisions in place at the time this revised Agreement was adopted:
    i. the vacation day at a time agreement dated and in effect since April 13, 1991.

ii. as amended and revised and expanded beginning in 1994

Section 7: HOLIDAYS

(a) Guaranteed Holidays

All employees covered by this Agreement, scheduled to work on the holidays listed hereinafter, but who are not permitted to work on the holiday, shall be given eight (8) hours pay at straight time. All employees covered by this Agreement not scheduled to work on the holidays listed hereinafter and who do not work on the holiday shall be given eight (8) hours pay at straight time.

(b) In order to qualify for holiday pay in accordance with paragraph (a) above, the employee must work the regularly scheduled work day immediately preceding and following the holiday, provided the employee is assigned to work on such days, and unless the absence is due to proven illness or other good cause, or which is agreed to by the management. An employee will not lose holiday pay if he or she is off with permission or has missed but shown up for work within two (2) hours.

(c) All employees covered by this Agreement who work on such holidays shall be paid at double time for all work performed on such days, with a minimum of eight (8) hours' pay at double time provided the employees complete their scheduled assignments.

(d) Those employees who work on holidays falling on their scheduled off days shall be paid at time and one-half, plus holiday pay.

(e) An employee shall receive holiday pay for a holiday falling during the employee's vacation period.

(f) Any employee receiving sick benefits pursuant to Section 10 of the Agreement shall be paid holiday pay for any holiday falling during the twenty-six (26) week period provided under the Group Sickness and Accident Insurance. Effective January 16, however, an employee shall not receive both sick leave pay (under Section 10(g)) and holiday pay for the same day. If an employee is using Metro Sick Days, he or she may take a holiday in lieu of one Sick Day. After an employee's individual sick days have run out, an employee may collect both holiday pay and Sickness and Accident Insurance. Further, any employee on temporary total Worker's Compensation will be paid holiday pay for any holiday falling during the twenty-six (26) week period as provided above.

(g) Holidays Defined

The holidays referred to throughout this Agreement are the following: New Year's Day, President's Day, (the third Monday in February), Easter Sunday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Martin Luther King's birthday, as celebrated locally by the Cincinnati Public School System. The Authority shall determine the number of employees required to work on a holiday.

(h) For Maintenance employees, there will be a Holiday Pick on each holiday that there is a non weekday schedule operated.

Section 8: FUNERAL PAY

An employee absent from work because of a death in the employee's immediate family shall be entitled to receive payment for up to three (3) consecutive calendar days, one of which is the day of the funeral, provided such days were regularly scheduled work days for the employee. An employee shall be entitled to an additional two (2) days in the event the funeral service of those family members listed in this Section occurs outside of a three hundred (300) mile radius from downtown Cincinnati , providing such additional days were regularly scheduled work days for the employee.

The amount of payment shall be eight (8) hours straight time pay for each of such days which were the employee's regularly scheduled work days. The immediate family, for the purpose of this provision, shall mean: Husband, Wife, Father, Mother, Son, Daughter, Grandchildren, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Step-parents and Step-children. An employee may be required to furnish proof of relationship to the deceased.

If a holiday that the employee is scheduled to work occurs while the employee is on funeral leave, the employee shall receive holiday pay in addition to funeral pay.

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Section 9: GROUP LIFE INSURANCE

(a) The Authority is to bear and pay the cost and expense of group life insurance in the amounts set forth in this section upon the life of each employee covered by this Agreement who has been in the employ of the Authority for three (3) months while continuing in the service of the Authority, or while holding office in the Union which requires the employee's absence from such service, subject to acceptance by the insurance company writing such insurance of any new employee as a risk.

(1) Life Insurance for all active full time employees shall be increased as follows:

April 1, 2008:	$29,000
January 1, 2009:	$30,000
January 1, 2010:	$31,000

(b) The Authority is to bear and pay the cost and expense of group life insurance on the life of all pensioners in the amount of two thousand dollars ($2,000.00).

(c) The Authority will provide and pay the full cost and expense of premiums for all employees under the policy issued by Continental Casualty Company (or substitute Company) providing one hundred thousand dollars ($100,000) of insurance protection against loss of life, or for total and permanent disability resulting from holdups, or other felonious action against employees.

Section 10: GROUP SICKNESS AND ACCIDENT PROTECTION

The Authority is to bear and pay the cost and expense of Group Sickness and Accident Insurance for each employee covered by this Agreement, subject to the following conditions:

(a) Employees Covered

All employees who have completed three (3) or more months of continuous service shall be eligible for this insurance.

(b) Cases Covered

This insurance will be payable to the employee, if while insured under the Plan, the employee becomes totally disabled, is unable to work, and is under the care of a physician legally licensed to practice medicine, because of: (1) an injury not arising out of or in the course of employment, or (2) any sickness not entitling the employee to benefits under any Worker's Compensations or occupational disease law.

(c) Waiting Period

Benefits will be payable beginning on the first (1st) work day on or after the eighth (8th) calendar day of disability or the first (1st) work day on or after the first (1st) day of hospitalization.

(d) Maximum Period

Benefits will continue during disability for a maximum of twenty- six (26) weeks for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

(e) Limitation Over 60 Years

Benefits for all disabilities for employees sixty (60) years of age or over during any twelve (12) consecutive months are limited to a total of twenty-six (26) weeks.

(f) Benefits Paid

For claims occurring on or after March 1, 1994, the weekly benefit shall be two hundred and five dollars ($205.00). Effective March 1, 1995, the weekly benefit shall be two hundred and ten dollars ($210). Effective March 1, 1996, and until the termination of this Agreement, the weekly benefit shall be two hundred and fifteen dollars ($215).

(g) Sick Leave

All employees with one (1) or more years of continuous service shall accrue one (1) day per month for the purpose of sick leave.

Effective February 1, 2000, the total sick leave that may be accumulated during the life of this agreement is a maximum of 90 days in 2000, 93 days in 2001, and 95 days in 2002 and until the termination of this Agreement, such accumulation to be inclusive of accumulation under prior agreements.

Employees with perfect attendance for any month will accrue one and one quarter (1 1/4) days sick leave for that month. Accrual of the additional one quarter (1/4) day will be maintained in a separate bank.

Except as otherwise provided herein, one (1) day of accumulation of sick leave will be paid at the prevailing base rate per hour times eight (8) hours per day taken.

An employee shall be entitled to sick leave benefits when he or she becomes totally disabled, unable to work and is under the care of a physician legally licensed to practice medicine, because of:

(1) any injury not arising out of or in the course of employment, or

(2) any sickness not entitling the employee to benefits under any Worker's Compensation or occupational disease law.

Sick leave benefits will be payable beginning on the fifth (5th) working day of the disability and continuing until the expiration of the employee's accumulated sick leave.

Effective February 1, 2000, Sick Leave will become payable on the third (3rd) day in the next quarter for employees whose individual overall absentee rate for the prior quarter is six percent (6%) or lower.

The Authority will continue to calculate absentee rates as it presently calculates them.

Effective January 16, 1994, sick leave benefit payments payable for one week will be reduced in the amount payable under the Group Sickness and Accident Insurance for that week.

The parties agree that the governing principle of this section is that sick leave benefit payments, or group sickness and accident insurance payments, alone or in combination, shall in no event exceed the employee's regular weekly wage (forty hours at the prevailing base rate per hour).

Sick leave benefit payments will be reduced in the amount payable under the Group Sickness and Accident Insurance Plan.

(h) Felonious Assault

When an employee in the performance of his or her duties under this Agreement, sustains bodily injuries as a result of Felonious Assault by any person, other than an employee, or an act of vandalism against a coach which results in a direct physical impact upon the employee and causes physical injury to him or her, the Authority will pay such employee the regular hourly rate for eight (8) hours for each of the regular work days lost due solely to such injury. However, the Authority reserves the right to review the circumstances of any such case and determine whether payment is appropriate.

In cases where the Worker's Compensation Act applies, the Authority will pay the employee the amount due in the above paragraph less the amount payable to the employee under the Worker's Compensation Act.

All payments under this section shall cease upon the occurrence of one of the following events, whichever first occurs:

(1) the expiration of twenty-six (26) weeks from the date of the incident causing such injuries, or

(2) the death of the employee from any cause, or

(3) the injured employee, in the opinion of the Authority's doctor, is able to resume his or her regular duties.

Section 11: HEALTH INSURANCE

(a) The Authority will share in the cost and expense of health insurance coverage for each employee covered by this Agreement, including the President and Secretary-Treasurer of the Union. Such benefits shall provide either single or family coverage depending upon the employee's status. If both husband and wife are employees, either one family plan or individual single plans must be chosen.

For the period, January 1, 2011 through March 31, 2011, the Authority will continue to provide the Hospital Care and Surgical Benefit Insurance offered under the previous Memorandum of Agreement (expiring January 31, 2011) under the same terms, conditions and costs as existed on December 31, 2010, including, but not limited to the Authority's monthly contribution, co-pays, monthly employee premium contributions, etc.

Commencing April 1, 2011, the Authority will offer two (2) High Deductible Health Plans (HDHP) and a Preferred Provider Option (PPO) to all employees eligible for health care coverage under this Agreement.

Effective April 1, 2011 through December 31, 2011, the employee's monthly premium share will be as follows:

	HDHP $1500/$3000 100%	HDHP $2000/$4000 90%	PPO with co-pays and deductibles
Single	$116.82	$31.50	$45.44
Family	$321.20	$86.58	$124.90

After December 31, 2011, the Authority's share of the applicable premium for the lowest premium plan shall be 89% and the employee's share shall be 11%. If the employee chooses a more costly plan, the employee will pay the additional cost of the premium.

After December 31, 2012, the Authority's share of the applicable premium for the lowest premium plan will be 88% and the employee's share shall be 12%. If the employee chooses a more costly plan, the employee will pay the additional cost of the premium.

Metro's maximum contribution rates towards monthly premiums shall not exceed those being paid as of December 31, 2013.

Health Insurance "OPT-OUT" Plan

A current employee who is covered by medical insurance provided by Metro or another source can, during open enrollment, elect an "OPT-OUT OPTION" by providing Metro's Human Resources Department with proof of other coverage. The employee will receive one hundred and fifty dollars ($150) per month for single coverage and three hundred and fifty dollars ($350) per month for family coverage. These amounts are paid in lieu of Metro providing this health insurance. No more than 9% of employees, based on seniority, may voluntarily elect this option.

Health Savings Account and Section 125 Plan

Employees who enroll in a High Deductible Health Plan may be eligible for a Health Savings Account (HSA) that allows employees to pay for qualified deductible and medical expenses on a pre-tax basis. However, participation in the HSA will be completely voluntary. Employees wishing to participate must sign up during open enrollment. A monthly fee may be required for the administration of the HSA account and will be payroll deducted on a pre-tax basis.

The Authority will contribute certain amounts ("seed money") to each employee's HSA in order to partially defray the annual HDHP deductible. In addition, the Authority will provide additional amounts ("hardship amount") to employees who have exhausted their seed money on qualified medical expenses that go to the deductible. The seed money and available hardship amounts are set forth below:

Seed Money - 2011

	Apr 2011	Jul 2011	Oct 2011
Single Plan	$ 375.00	$187.50	$187.50
Family Plan	$ 750.00	$375.00	$375.00

Seed Money - 2012

	Jan 2012	Apr 2012	Jul 2012	Oct 2012
Single Plan	$ 187.50	$187.50	$187.50	$187.50
Family Plan	$ 375.00	$375.00	$375.00	$375.00

Seed Money - 2013

	Jan 2013	Apr 2013	Jul 2013	Oct 2013
Single Plan	$ 187.50	$187.50	$187.50	$187.50
Family Plan	$ 375.00	$375.00	$375.00	$375.00

Hardship	2011	2012	2013
	1/1/11-12/31/11	1/1/12-12/31/12	1/1/13-12/31/13
Single Plan	$200.00	$200.00	$200.00
Family Plan	$300.00	$300.00	$300.00

Metro will also offer to employees on a completely voluntary basis a Section 125 Plan that allows employees to pay for qualified dental/vision expenses and dependent child care expenses on a pre-tax basis. A monthly fee will also be required for this option. However, enrollment in the Section 125 Plan will be completely voluntary. Employees will not be required to participate. Employees wishing to participate must sign up during open enrollment.

(b) Benefits under (a) above shall apply only to employees who have been in the employ of the Authority for three (3) consecutive months while continuing in the service of the Authority.

(c) The Authority may arrange with any insurer of its choice to provide health insurance coverage, as long as the level of benefits is equal to or greater than those presently stated in the current Memorandum of Agreement. Also, the Authority may, upon prior consultation with the Union, arrange to become self-insured under the same conditions as above. The coverage or self-insurance may also include mandatory second option, pre-admission notification and pre-admission testing.

Section 12: DENTAL INSURANCE

(a) The Authority will share in the cost and expense of dental insurance coverage for each active employee covered by this Agreement, including the President and Secretary-Treasurer of the Union, who has been in the employ of the Authority for three (3) months while continuing in the service of the Authority. Such benefits shall provide either single or family coverage depending upon the employee's status. If both husband and wife are employees, either one family plan or individual single plans must be chosen.

The rates set forth below are subject to contingencies placed on the plans by the dental insurance providers.

The Authority will pay the amount it pays for the CIGNA monthly premium towards the cost of the Dental Care Plus Coverage.

The Authority's maximum contribution rates shall not exceed the amount being paid as of January 31, 2005.

Effective April 1, 2011 the employee's monthly premium co-payments will be as follows:

CIGNA

Single	$6.53
Family	$17.97

Dental Care Plus

Single	$10.10
Family	$36.52

(b) The Authority shall have the right to select the Insurance carrier to provide the benefits as long as the minimum benefits provided are comparable to those offered by the CIGNA plan, excluding orthodontia.

(c) It is specifically understood that this Section does not apply to pensioners.

Section 13: [Reserved]

Section 14: WORK DAY AND WORK WEEK

(a) Payroll Week

The payroll week shall be seven (7) consecutive days, beginning Sunday and ending Saturday.

(b) Pay Period

A pay period shall be made up of two (2) consecutive payroll weeks.

(c) Days Off For Operators

The work of all operators shall be for five (5) days in any payroll week insofar as is possible. The off days of the employees shall be arranged by mutual agreement between the parties.

(d) Employees Working On Off Day

(1) Employees who commit themselves to work on their regular off day will be required to work, and shall be paid time and one-half for this day's work. Such operators required to work on their off day shall be guaranteed a minimum of two (2) hours for an AM assignment and/or a minimum of two (2) hours for a PM assignment. AM assignments extending into PM assignments will be considered PM assignments.

(2) An operator who fails to perform or to complete his or her regularly scheduled assignment may be denied, at the Authority's option, the right to any overtime assignment within the next seven (7) calendar days of the incident of failing to perform or complete his or her regularly scheduled assignment.

(e) Day Shift Employees Hours

The work day of all day shift employees, members of the Union, other than operators, who are employed in garages, shall start not earlier than 7:00 A.M. and be completed not later than 6:00 P.M., provided, however, that the work day of day shift employees who wash, clean, fuel or spot vehicles may be completed not later than 7:00 P.M.

Shifts for Fare Systems Technicians will be determined by the Authority.

(f) Work Day For Maintenance Employees

All time in excess of eight (8) hours daily and in excess of forty (40) hours in any one payroll week shall be paid for at the rate of time and one-half. Work of all maintenance employees, except for Fare Systems Technicians, each day shall be completed in eight and one-half (8 1/2) consecutive hours.

Fare Systems Technicians will be paid spread time after eleven (11) hours in the event of split shift schedules.

(g) Work Week

The work week of all employees covered by this Agreement is to be on a five (5) day basis unless a shortage of man power occurs in which event a six (6) day work week may be adopted.

Section 15: SCHEDULES

(a) Work Day-Eight (8) Hours

The work day of all regular operators, shall be eight (8) hours, in that time no regular run shall pay less than eight (8) hours. Time and one-half shall be paid for all work done before or after the
schedule time of the regular run, for all work beyond eight (8) hours daily and for all time in excess of forty (40) hours in any payroll week.

(b) Straight Runs

System wide, at least fifty percent (50%) of all runs shall be straight runs with a minimum of forty-five percent (45%) straight runs at any division.

(c) Starting Time - Day Runs

The Authority will schedule day runs so as to leave the division not later than 9:00 A.M., except on Saturdays, Sundays and Holidays, at which time day runs will leave no later than 10:30 A.M.

(d) Owl Runs

Employees operating owl service shall not be called upon to do any extra work, but all owl runs starting after 11:00 P.M. may run into the morning rush period, provided such runs do not exceed nine (9) hours, and provided, further that all owl runs of eight (8) hours in length continue as straight runs and that overtime be paid according to the other provisions of this contract.

(e) Spread Time Of Runs - Penalty Payment

(1) Spread penalty shall be paid after a spread time of eleven (11) hours for regular operators and twelve (12) hours for extra operators, the spread calculation to include all paid duty time of the operator.

(2) The spread time penalty basis of regular operators shall apply to an extra operator on any day which the employee is assigned to and works a complete regular run.

(3) Extra Work After A Regular Run

If extra work is required after a regular split run, spread time shall be paid for that time by which the extra work plus the scheduled split run exceed eleven (11) hours. No spread time shall be paid for extra work after a regular straight run. A split run is a run containing an unpaid break.

(f) Coupling Pieces To Pay Eight (8) Hours

Wherever it can be shown that short runs can be coupled together to make seven (7) hours or more, this shall be done and such runs, as well as single runs of seven (7) or more hours, shall pay not less than eight (8) hours time with time and one-half for all time worked over eight (8)

hours; provided, however, that this shall not be construed as requiring the Authority to split up coupled runs totaling eight (8) hours or more.

(g) Sunday and Holiday Runs

All regular runs on Sunday and Holidays shall pay not less than eight (8) hours. Time and one-half shall be paid for all work done before or after scheduled time of the regular runs on Sundays for all work beyond eight (8) hours; double time shall be paid for such work on Holidays.

(h) Operators With No Sunday Runs

All operators who have runs which do not run on Sunday will be exempt from duty on Sundays, excepting between April 1st and October 1st. When such operators are called for duty on Sundays between April 1st and October 1st, and runs fail to go out, they will be allowed the actual time they are required to remain at the garage and in any event, no less than one (1) hour's time shall be allowed.

(i) Intervening Time

On tripper runs where the intervening time between taking out parts of the run amounts to one (1) hour or less, such intervening time shall be paid for as part of the run.

(j) Reporting And Turn-in Time

Operators shall be required to report five (5) minutes before scheduled leaving time. Operators will perform such customary Turn-in duties as are required in the ready-fare system. Operators shall be paid an amount equal to five (5) minutes pay for foregoing for each separate piece of work (except where intervening time is paid), and such five (5) minutes will be considered as part of the regular run.

Effective with the implementation of the June 1994 pick, operators who are reporting for a garage pull out shall be required to report ten (10) minutes before the scheduled leave time instead of five minutes for each separate garage pull-out. Operators who are reporting for a garage pull-out shall be paid an amount equal to ten (10) minutes pay and such ten (10) minutes will be considered part of the regular run. This time is allowed for required inspections.

(k) Meal Time

Not less than fifteen (15) minutes shall regularly be allowed for all operators for meal relief and no operator shall be compelled to operate a vehicle more than six (6) hours without such meal relief, except that where any run or part of a run is more than six (6) hours and less than six and one-half (6 1/2) hours in length no meal relief shall be allowed.

(l) Travel Time

If the Authority requires an operator to report or turn in at the garage before or after a relief on the street more than two (2) squares from the garage, the operator will be allowed actual running time from the garage to point of relief, plus five (5) minutes. Such five (5) minutes shall not be included in overtime or spread time calculations. The Authority may require the operator to take home supplies for the next day's work.

(m) Layover Time

The Authority shall provide not less than three (3) minutes layover in all motor coach schedules after each trip at the outer terminal except when this layover conflicts with orders from a court or municipal authority or when the coach is arriving at the outer terminal for the first time following a pull-out from the garage. The Authority will make every reasonable attempt to provide restroom facilities available on all routes when possible. If the Authority is unable to provide restroom facilities on one or more routes it shall, upon notice, meet with the Union to discuss alternative restroom accommodations.

(n) Minimum Work One (1) Hour

Operators operating any part of a regular scheduled run, or any extra run taken out of the garage or relieved on the road shall be paid not less than one (1) hours time.

(o) Weekdays as used throughout is hereby defined as Monday through Friday.

Section 16: PICKING RUNS

(a) (1) There will be a minimum of four general picks each calendar year, with the pick implemented in June being the system pick. All other picks will be within the Division. One pick will be implemented the first Sunday in March, and one will be implemented the first Sunday in December. The June system pick will be implemented to coincide with the closing of the Cincinnati Public Schools and the September Division pick will be implemented to coincide with the opening of the Cincinnati Public Schools. All picks shall be posted one week prior to the beginning of the picking process and implemented within 15 days after the picking process is completed.

(2) The Authority may change any run up to and including ten (10) minutes. Any change in a run exceeding ten (10) minutes will result in a re-selection at the Division where the run is assigned, except as noted in Section 16(a)(4).

(3) A weekly pick will be conducted as outlined in The Board Rules to determine work assignments for sub-board operators. This pick will consist of assignment slots equal to the number of operators on the sub-board and will include any run which is expected to be open for the full week of the pick. Sub-board operators will pick their weekly assignment by seniority.

(4) The Authority will make every attempt to make route and/or schedule adjustments in conjunction with run picks. However, if circumstances beyond the Authority's control occur, (i.e. road openings or closings to Metro buses, major road construction) which necessitate changes to the Authority's routes and/or schedules, the Authority will make such changes.
When unanticipated changes to routes and/or schedules are made, no run will increase or decrease by more than (1) one hour. No operator who originally picked an affected run will have their pay time reduced as a result of these changes for the duration of the pick.

When changes are anticipated and posted during the course of a pick, but not effective at the beginning of a pick, the Authority will so designate the affected runs. Operators picking these runs shall have their pay adjusted accordingly, at the time the changes are implemented. The posting shall include the pay hours for the initial run as well as the modified run.

Pay for Extras is not guaranteed to operators when the Extra is canceled or changed. Extras are subject to change or cancellation at any time throughout the course of a pick. With the commencement of all run picks, SORTA will identify in writing which “extras” SORTA knows about that may be eliminated during said pick.

(b) Failure To Pick

If an operator fails to designate his or her choice on the day he or she is scheduled to pick, either in person or by another person authorized in writing, filed with the Authority to act for him or her, the Authority may assign the employee a division or job.

(c) Special Services

In the event that Metro provides service for a Special Event (i.e. Tall Stacks, Riverfest, Reds, Bengals), Metro and the Union will meet to discuss how the work is picked and assigned.

The Trolley Services Procedure Agreement signed May 4, 2007 is in effect, as located in Appendix A of this Agreement.

(d) Operators Trading Runs

An operator may trade a daily assignment with another operator in accordance with the Run Trade Procedures to be mutually developed by May 1, 2008. It is the intent of this provision to provide a work-schedule flexibility for operators without adding cost to the Authority.

Section 17: REGULAR OPERATORS WORKING EXTRAS

(a) A day operator after completing a days run shall not be compelled to run two (2) or three (3) trip p.m. extras consuming more than ninety (90) minutes to the scheduled round trip. Nor shall any regular run operator be compelled to run more than five (5) extras per calendar month except in case of emergency due to an unusual number of operators off duty on account of sickness. Nor shall any regular run operator who has twenty (20) years of seniority but less than twenty-five (25) years of seniority, be compelled to run more than three (3) extras per calendar month except on Baseball Opening Day, World Series or other similar days. No operator who has twenty-five (25) years seniority shall be compelled to run extras except on Baseball Opening Day, World Series, or a similar day agreed to by the Union and the Authority.

(b) The Division Superintendent shall determine the days of the week that operators shall run these extras. Should a day or regular late run operator desire to run extras of more than one (1) trip or more than five (5) extras per month, the employee shall have the right to do so. It is to be understood that these operators shall run the same extra on the same day of each week whenever possible.

(c) An operator with twenty-five (25) years or more of seniority who participates in training that lasts in duration for four (4) hours or more but less than eight hours shall not be compelled to run an extra that will result in extending that operator's day beyond eight (8) hours. The operator, however, may elect to work beyond the eight (8) hours.

Section 18: ADEQUATE EXTRA LIST

An adequate extra list shall be maintained at all times.

Section 19: GUARANTEE FOR EXTRA OPERATORS

(a) Each extra operator is guaranteed minimum earnings of forty (40) times the hourly rate then in effect for five (5) scheduled work days in each seven (7) day period beginning with Sunday. This guarantee provision will not apply to extra operators who shall have been off two (2) or more days in addition to their regular days off in a seven (7) day Sunday through Saturday period. Time worked on off days shall not be counted against the guarantee; and extra operators will receive overtime premium pay in addition to any guarantee. Any extra operators missing, not working for any reason, or under suspension shall lose one-fifth (1/5) of said total guarantee for each day of such occurrence. Operators earning more than the guaranteed minimum shall receive in full the amount they earn.

All extra operators shall be guaranteed a minimum wage of eight (8) hours per day if and when they are called upon to and do report for duty as required. Operators earning more than the guaranteed minimum shall receive in full the amount they earn.

(b) Show-Up Time For Extra Operators

Show-up time for extra operators shall be paid at the regular hourly wage rate. Said payment for "show-up" time shall not be included in spread time and overtime computations, but shall be included or applied to the eight (8) hours pay guaranteed such operator.

Section 20: REPORTING AFTER DAY OFF

(a) When an operator is permitted to lay off, he or she will be exempt from all duty and when reporting for work shall do so no later than 2:00 p.m. on the day prior to that on which he or she desires to return to work.

(b) Penalties For Missing

Penalties for missing shall be: The first three (3) misses in thirty (30) consecutive days will result in a first written warning; the second three (3) misses in thirty (30) consecutive days will result in a final written warning; and the third three (3) misses in thirty (30) consecutive days will be a dismissal at the discretion of the Authority. An operator who calls in one half (1/2) hour before plug time and subsequently reports in person, available for duty, within two hours of their plug time shall be considered as " running late " and avoid being charged a miss; however for every two occurrences of "running late" within a twelve month period the employee will be assessed one miss. The Authority, in it's sole discretion, need not charge a miss that was caused by circumstances beyond the employee's control.

An operator will be discharged upon his or her thirteenth (13th) miss in a twelve (12) month period. An operator who goes ninety five (95) calendar days without a miss clears his/her record. An operator's absences of more than five (5) working days shall not be included either in computing the 12 month period or the ninety five (95) calendar day clear period.

All miss records will be cleared through January 25, 1994 for the purpose of implementing this rule change.

Section 21: MOTOR COACHES IN CONDITION FOR THE ROAD

All motor coaches leaving garages shall be in proper running condition.

Section 22: SYSTEM SENIORITY

(a) Transportation Department

(1) A System Seniority List will be maintained which will be used to determine the order of the selection of divisions and runs or the extra board in the Transportation Department.

(2) The System Seniority List will be determined from the seniority the employee holds at the division at the time the System Seniority List is established.

(3) Under System Seniority the selection of the division in which an employee will work may be exercised, according to his System Seniority, once each year (note exceptions in paragraph 6 below). At the same time that this selection of division is exercised the employees will pick a run or the extra board in the division so selected. This shall occur the first part of May and shall be completed without delay in order to permit employees not then qualified to perform work so selected to obtain the necessary training to qualify for such work. The effective date on which employees will start to work at the division chosen will be on Sunday following the closing of the Cincinnati Public Schools in June.

(4) For the selection of the division in which an employee will work on the System Seniority basis the Authority will establish a quota of the number of operators required at each division. This quota will be the total number of straight day, straight late, owl, split and skipper

runs plus the number of extra operators at the division. A list of the number of each type run and extra operators in the quota at each division shall be posted at all divisions at least one (1) week prior to the beginning of the System Selection. The System Selection will take place at a central location to be announced by bulletin.

(5) Operators choosing to take work for which they are not trained or qualified will be permitted to perform such work after they have qualified. Operators in training for the work so chosen will not receive pay for this training.

(6) If a new division is opened or a division entirely closed, then a reselection on a System Seniority basis will be allowed.

(7) When divisions are consolidated, a division pick in the consolidated division will be held for all the operators in the division thus affected.

(8) In the event the quota of operators at a division is reduced, operators will be furloughed on the system in accordance with their System Seniority and the positions of the operators furloughed will be filled by extra operators from the division so reduced. When the quota is increased at a division, furloughed operators recalled or new operators hired will be placed at the division requiring additional operators.

(9) After the operators have selected their divisions, a Division Seniority List will be prepared for each division so as to establish seniority within the division. On this list the operators will have the same relative position with respect to each other that they have on the System Seniority List as outlined in paragraph (2) above.

(10) Extra operators may be assigned work at another division if there is a shortage of available operators to fill all scheduled work. The Authority shall solicit volunteers before making such assignments. No assignment shall last more than one week, and no operator will be assigned more than one week per calendar month. Should extra operators be assigned to another division, the Authority will assure the operators are qualified to perform assigned work and will provide training if needed.

(b) Mechanical Departments

A combined Seniority List will be maintained for the following departments: Mechanical Department and Building Maintenance Department.

During the Agreement the Authority shall continue a training program for willing employees in the Mechanical Department for the purpose of improving their technical competence towards advancement.

Maintenance training will be conducted according to the Maintenance Training Agreement in Appendix B.

Maintenance vendor training will be offered by seniority rotation as follows:

(1) The number of training slots will be determined by management to assure continuation of normal work.
(2) When multiple training slots are available to employees with the same job description on the same shift, seniority rotation will determine who shall attend.
(3) If the training is three (3) days or less an employee may be permitted, but not required, to work their shift and attend training.
(4) If training is less than eight (8) hours the employee may be required to work their shift.

Effective February 1, 2004 a one-time adjustment of twenty-five ($0.25) cent per hour shall be added to the wage rate for employees holding A-Rate positions. The job descriptions for the A-

rate positions shall be re-written to include training other maintenance employees as a part of the job duties. Accordingly the following provisions will apply in the Mechanical Department:

(1) The Seniority List will be used for the purpose of a) vacation selection, b) layoffs and c) job selection and job assignment provided, however, the employee is qualified for the job assigned or picked.

There will be one general pick each year immediately prior to that year's vacation pick. A, B, and C rate employees may only pick a service rate position (D, E, and UM) during a general pick. A, B, and C rate employees may pick within the technical rates (A, B, C) whenever an opening for which they are qualified exists and seniority allows. The service rates (D, E, and UM) may pick any open position for which they are qualified and seniority allows at any time there is a posting.

(2) Any individual selecting a Building Maintenance job will be obligated to remain in Building Maintenance for a minimum of six (6) months. During this six-month period employees within the Building Maintenance classification may bid on open Building Maintenance jobs based on qualifications and seniority. In addition, individuals selecting A- rate jobs in Building Maintenance jobs will not be subject to "Bumping" by individuals from other areas of Maintenance except in case of lay-off, or due to a job abolishment in other areas of Maintenance where a senior affected individual is unable to exercise seniority to bump a junior employee either in the same or higher pay grade, then that individual shall be allowed to bump a junior A-rate employee in Building Maintenance, provided the senior affected individual is qualified.

(3) When jobs become vacant at a division, or the quota of jobs at a division is increased, the jobs shall be filled on the basis of an Authority-Wide Pick. In the event the quota of employees at a division is reduced, employees will be furloughed in accordance with their Authority-Wide seniority and the positions of the employees furloughed will be filled by employees from the division so reduced.

(4) Vacancies shall be filled within a period of thirty (30) days or as soon thereafter as practicable unless the job so vacant is abolished. Board posting shall show the duties of the vacant job.

(5) Opening Or Closing Of Divisions

If a new division is opened or a division entirely closed, then a re-selection on a System Seniority basis will be allowed. When divisions are consolidated a division pick in the consolidated division will be held for all the employees in the division thus affected.

(6) Designating Choice

In the event there is a selection of work in accordance with the provisions of this Section and in the further event an employee fails to designate his or her selection on the scheduled date, either in person or by another person authorized in writing filed with the Authority to act for him or her, the Authority may assign him or her a division or job.

(7) Storekeeper

Effective with the 1997 general pick in Maintenance all Storekeeper positions shall become appointed positions. The Authority will select and assign the employees. Appointed employees will continue to accrue overall seniority for the purpose of vacation eligibility and selection, job selection within the Inventory and Stores department, or in the event of lay-off. Bargaining unit employees who have a minimum of one year (1) experience within the Inventory and Stores department prior to their appointment shall be paid as a B rate.

Employees without experience in the Inventory and Stores department will go through a D-C-B progression of six (6) months at D rate, six (6) months at C rate and B rate thereafter. A qualified employee may move from one rate to another earlier than the maximum time at the discretion of the supervisor.

(8) ASE Certification

Metro will pay maintenance employees while working in a mechanical position in classifications A or B an additional twenty cents ($0.20) per hour for each Metro approved ASE transit certification obtained or ten cents ($0.10) per hour for each hour worked in a Spotter job. Mechanical position is defined to exclude Building Maintenance and Storeroom jobs. These payments will be added to the employee's base pay. The certifications must be maintained to continue receiving the additional money. Metro will reimburse certification and testing costs upon successful completion by the employee. ASE certification shall not be a job requirement, and no employee shall be displaced nor their seniority infringed for having or not having an ASE certification.

(9)

All Fares Systems Technicians positions are classified as B-rate General Repair/Fare Technicians positions. These positions will include current Fare Technicians duties but also other B-rate mechanical duties. All Fare Systems Technician positions and B-rate General Repair/Technician positions shall be appointed positions. Qualified employees will apply for and be appointed to these positions on an annual basis just prior to the maintenance general pick. However, the incumbent Fare System Technicians will be grandfathered and allowed to remain in their current positions. These incumbents will enter the maintenance department as new employees for the purposes of maintenance seniority. The incumbents and other appointed employees appointed to these positions will continue to accrue overall seniority for the purpose of vacation eligibility and selection, and maintenance department seniority for job selection or in the event of layoff. The Authority reserves the right to re-evaluate these jobs and pay rate in the future.

(c) Seniority In Other Departments

Seniority shall prevail in all other departments where employees are members of this Union and part of the bargaining unit. Vacancies shall be filled within a period of thirty (30) days or as soon thereafter as practicable unless the job so vacated is abolished.

When an employee applies for and is awarded a job in a different department, that employee will move into the new department at the bottom of the department seniority list. The employee will retain his/her overall seniority for purposes of benefits. Picking rights will be determined by his/her place on the new department seniority list. Any such employee moving from the department to another as outlined above, will serve a sixty (60) day probationary period in the new department and job. The Authority may at any time during the probationary period elect to move the employee back to his/her former department. In such a case, the employee will move back to their old department with full seniority for picking and benefits. In case of layoff an employee shall be allowed to return to his/her former department with the seniority attained at the time they left. For this paragraph only, departments are defined as Transportation, Mechanical including Building Maintenance, Farebox Pullers and Traffic Checkers.

Employees in the bargaining unit who transfer out of the bargaining unit to any non-bargaining unit position, will have a total of one (1) year from the date of transfer to return to the bargaining unit without losing their seniority accumulated up to the date they left the bargaining unit. After one year out of the bargaining unit, the employee shall not be eligible for rehire or entry back into the bargaining unit.

(d) Seniority During Leave Of Absence

Any members of the Union who are employees of the Authority and who may be elected to any office in the Union which requires their absence from the Authority's service, shall upon their retirement from the duties of said office be reinstated in the Authority's employ with full seniority and rank. Also, employees of the Authority who may be called upon to transact business of the Union or of the Authority or of the Cincinnati Federal (CinFed) Credit Union or any successors which requires their absence from duty, shall, upon application, be allowed to absent themselves from duty for a sufficient time to transact such business, provided the number applying for leave of absence shall not be so great as to be detrimental to the service.

Section 23: UNIFORMS

(a) So long as an exact uniform is used**,** the Authority will provide each operator with the following annual uniform voucher to be used exclusively for purchasing uniforms: for February 1, 2011, two hundred seventy dollars ($270.00), for February 1, 2012, two hundred and seventy dollars ($270.00), and for February 1, 2013, two hundred and seventy dollars ($270.00). The purpose of the voucher is for purchasing uniforms. No unused portion of an annual uniform voucher shall carry over from year to year. Uniform vouchers will be provided at system pick. Employees will have two (2) years from the date of any uniform change to replace their uniforms. All new operators, upon completion of the probationary period, will receive five (5) sets of uniforms, a jacket, and sweater at the Authority's cost.

(b) Special Apparel

The Authority shall supply and pay for adequate special apparel for maintenance employees such as necessary safety gloves, boots, and safety hats when required in their work.

(c) Tool Allowance

All Mechanical Department and Building Maintenance employees who are required to furnish tools shall be paid a tool allowance for the purpose of tool updating or replacement. This allowance shall be paid as follows:

August 1, 2011:	$405
August 1, 2012:	$405
August 1, 2013:	$405

To be entitled to this allowance an employee must have been in an eligible classification for the twelve (12) months immediately preceding the effective date of the annual general pick (Sunday nearest to June 1st).

Employees who receive an allowance must provide a receipt to substantiate that they have purchased such tools during the previous twelve (12) months.

All employees shall furnish such tools as required by the tool list issued by the Authority.

(d) Maintenance Uniforms

The Authority will provide each maintenance department employee with an annual uniform voucher in the amount of two hundred dollars ($200.00) for purchasing uniforms, work shoes, and winter jackets. Uniform vouchers will be provided at system pick. No unused portion of an annual uniform voucher shall carry over from year to year. Employees will have two (2) years from the date of any uniform change to replace outdated uniforms.

All maintenance employees must wear the authorized uniform and shoes while on duty. All new maintenance employees will receive five (5) sets of uniforms, one pair of shoes, and a winter jacket at the Authority's cost upon completion of the probationary period.

Section 24: GENERAL ORDERS POSTED

(a) All general orders issued shall be in bulletin form, signed by those designated by the General Manager from time to time and posted at all divisions. At the same time that an order is posted, a copy shall be mailed to the Union.

(b) Union Bulletin Board

The Union shall have the right to erect bulletin boards at all divisions for the purpose of posting all Union notices and bulletins.

Section 25: OBSERVANCE OF RULES

(a) Adequate service for the public and courteous treatment of passengers are necessary for the efficient operation of the Authority's system and as there are embodied in the Official book of general rules for employees, and in orders issued from time to time, directions for employees that will tend to successful and efficient operation, the Union shall take such action as will at all times aid in securing the strict observance of these rules by its members. The Authority will provide that there is no conflict between orders and rules and the provisions of this contract.

(b) Interpretation Of Rules

In case of uncertainty or misunderstanding as to the application of any rule or order of the Authority and the action of the employee, a member of the Union, thereunder, the matter shall be presented for interpretation and explanation, first to the Division Managers and the employee shall be governed by this decision. In case of disagreement with the decision of the Division Managers the matter shall then be taken up in the same way as are grievances.

Section 26: EMPLOYEES FILLING HIGHER POSITIONS

(a) Employees in all departments filling the position of employees of higher classification for one (1) hour or longer, shall receive the wage rate of employees whose position they are required to fill.

(b) To Do Work Assigned

All employees shall perform such work other than their regular work as may be regularly assigned to them by the Authority when necessary in case of an emergency. Assignment shall not last longer than five (5) days in a period of thirty (30) days. Further, employees shall not be assigned to any work during any period of layover time or other allowed time (except intervening time) to which the employee may be entitled under the Agreement, except as set forth in Section 5(n).

(c) Authority To Determine Employees Required

The Authority reserves the right to determine the number and class of employees to be placed at each garage, and these employees shall not be discriminated against because of their being members of the Union. In case of vacancies that may arise, employees are to be promoted from a lower to a higher rate of pay or from a night to day shift, provided, in the opinion of the Authority, they are capable of filling the position paying a higher rate or the more desirable position.

(d) Transfer Of Supervisor To Working Status

Any employee who has been transferred from a supervisory position in the Authority to a job classification covered by this Agreement shall be credited with the accumulated classification seniority from the date of first employment, up to the effective date of his/her promotion into

supervision, provided the employee previously worked in a job classification covered by this Agreement and provided employment with the Authority has remained unbroken. This provision affects vacation bidding rights and job bidding rights only. However, present incumbents in supervision who were promoted from the bargaining unit into a supervisory position prior to January 7, 1981, shall have established a classification seniority date of January 8, 1981.

Section 27: LOCKERS TO BE PROVIDED

The Authority agrees to provide lockers at all divisions for all employees and for all roadway and miscellaneous employees.

Section 28: PRIOR CONCESSIONS

All prior concessions granted by agreement (including the January 8, 1960 Agreement between Cincinnati Transit Company and the Union concerning benefits for inactive employees) or arbitration and not similarly revoked, modified or eliminated and not conflicting with this Agreement, shall remain in force during the period of this Agreement so far as consistent with the proper schedules and operating methods. Nothing in this Section shall be construed as applying to the method of preparing schedules.

Section 29: SUBCONTRACTING

The Authority shall not lease or otherwise transfer its coaches or use coaches leased or otherwise obtained from other companies or persons the effect of which would be to deprive the members of the bargaining unit of work heretofore normally and regularly performed by them. This provision shall not prohibit the sale or other disposition by the Authority of surplus equipment not needed for the maintenance of its services. Except for special maintenance, mechanical or similar jobs of the type heretofore contracted out, the Authority shall not contract out or otherwise engage persons not in the bargaining unit to perform work heretofore normally and regularly performed by employees within the bargaining unit, the effect of which would be to cause a lay off, or demotion of any of these employees.

Section 30: FAMILY MEDICAL LEAVE ACT

Both parties agree to comply with the "Family Medical Leave Act" dated November 30, l993, as amended.

Section 31: CURRENT AND NEWLY HIRED OPERATORS

(a) All newly hired operators and operators not now receiving a forty (40) hour guarantee shall be covered by all sections of this Agreement except as specifically changed by this section.

(b) Operators covered by this section will:

1) receive medical coverage, dental coverage, group life insurance, and pro-rated vacation, holiday, funeral leave, sick leave and felonious assault pay, as described in this section;

2) be eligible for the penalty time provisions in Section 15 except for overtime after 8 hours in a day and daily guarantee; and

3) not be entitled to sick and accident protection insurance.

(c) Effective no later than the effective date of the June 2000 pick, the maximum number of operators covered by this section shall not exceed 25% of the number of operators on the seniority list who are receiving the forty (40) hour guarantee. On the effective date, all part-time operators

will become Full-Time Operators covered by this section and the effective date will become their Full-Time seniority date.

(d) These operators will receive a weekly guarantee minimum of twenty-eight (28) hours times the operator's base rate for five scheduled work days in each seven day period beginning with Sunday provided that the operator is not off on any of the scheduled work days in any seven day period.

(e) Operators earning more than the weekly guarantee minimum shall receive in full the amount they earn in accordance with this section. Show-up time will be counted toward that operator's weekly guarantee. Operators do not receive a daily guarantee. The guarantee for an operator covered by this section will be reduced by 5.6 hours for that seven day period for each day that the
operator does not complete his/her scheduled assignment during that same seven day period.

(f) Overtime shall be paid for all hours worked in a pay week in excess of forty (40) hours worked.

(g) Operators covered by this section will be eligible for High Deductible Health Plans and PPO medical coverage and CIGNA or Dental Care Plus dental coverage, in accordance with Sections 11 and 12 of the Agreement respectively. However, Operators covered by this Section 31 are not eligible for the Health Insurance "OPT-OUT" Plan.
The waiting period for these benefits will begin upon completion of the new operator-training program. The Authority reserves the right to modify the coverage, plan, or carrier based on the cost.

Section 125 Plan

Metro will offer to employees covered by this section a High Deductible Health Plan (HDHP) option with Health Savings Account (HSA) that allows employees to pay for qualified deductible and medical expenses on a pre-tax basis. However, participation in the HSA will be completely voluntary. Employees wishing to participate must sign up during open enrollment. A monthly fee will be required for the administration of the HSA account and will be payroll deducted on a pre-tax basis.

Metro will also offer to operators covered by this section on a completely voluntary basis a Section 125 Plan that allows employees to pay for qualified dependent child care expenses on a pre-tax basis. A monthly fee will also be required for this option. However, enrollment in the Section 125 Plan will be completely voluntary. Employees will not be required to participate. Employees wishing to participate must sign up during open enrollment.

(h) These operators will be eligible for vacation in accordance with Section 6 of the Agreement except for the following:

Vacation days will be paid at the operator's base rate times 5.6 hours, and Vacation eligibility will be based on one hundred seventy-three point three (173.3) hours worked credited as one (1) month.

(i) These operators will be eligible for sick leave in accordance with Section 10(g) of the Agreement except for the following:

(1) All operators with one (1) or more years of continuous service shall accrue one (1) day per one hundred seventy–three point three (173.3) hours worked for the purpose of sick leave, and

(2) Sick day pay will be paid at the operator's base rate times 5.6 hours.

(j) These operators will be eligible for holiday pay, Section 7; funeral pay, Section 8; and felonious assault pay, Section 10(h), except for the following:

(1) Each full day of holiday pay, funeral pay, and felonious assault pay will be paid at the operator's base rate times 5.6 hours.

(k) The hourly wage rate for these operators shall be paid subject to the new hire progression. For purpose of applying the new hire progression, one hundred seventy-three point three (173.3) hours worked shall be credited as one month.

(l) These operators shall move to the forty (40) hour guarantee status based on seniority.

(m) Metro will not lay-off forty (40) hour guarantee full-time operators to create work for these operators.

(n) No operator hired before February 1, 2008 shall be laid off until all operators covered by this section have been laid off.

(o) In the case of lay-off, forty (40) hour guarantee operators may exercise their seniority to replace operators covered by this section.

Section 32: TERM OF AGREEMENT

(a) This Agreement and the provisions thereof shall take the place of all prior contracts and continue in force and bind the respective parties hereunto from 12:01 A.M., February 1, 2011 to midnight, January 31, 2014, and from year-to-year thereafter, unless changed by the parties.

(b) Either of the parties hereunto desiring a change in any Section or Sections of this Agreement shall notify the other party in writing of the desired changes at least sixty (60) days prior to the thirty-first (31st) day of January, 2014. If neither party gives such notice, the Agreement shall continue on from year-to-year. If such notice is given by either party, the Agreement shall then be opened for consideration of the change or changes desired.

IN WITNESS WHEREOF, said parties have hereunto set their hands this 19 th Day of Sept 2011

WITNESSES:

Michael J. Ongkiko

Troy M. Hoskins

Sharon B. Anderson

Southwest Ohio Regional Transit Authority Metro Operating Division

Terry Garcia Crews

Amalgamated Transit Union Local 627

Troy L. Miller

Mark A. Bennett

APPENDIX A

Metro Trolley Service Procedures
Effective May 1, 2007

Metro and ATU are implementing this agreement that provides operator assignment procedures for operation of trolleys on special services. This agreement recognizes the unique requirements of special service utilizing the trolleys and the agreement between the parties is specific to this service. These unique requirements include the special operating characteristics of the trolleys and the need for outstanding customer service, safety, and overall operator performance.

This agreement covers operator eligibility and selection, training and operator assignment. This agreement is in effect between ATU and Metro until such time that either party provides 60 days notice of termination of the agreement. Notice of agreement termination to be submitted to the other party in writing.

Operator Eligibility and Selection

1. Operators will volunteer to be eligible for this special service.
2. At least annually, prior to the effective date of the system pick, Metro will post for solicitation of operators to declare their interest in trolley service eligibility.
3. A general posting will be used to notify operators of the volunteer sign-up period, and the sign-up period will be up for at least 2 weeks duration.
4. While the trolleys and the special service will operator from a specific facility, operators at either facility will be eligible to sign-up and perform this work.
5. To be eligible for this service, volunteers must meet the following:
    i. Not on a current Last Chance Agreement or Reinstatement Agreement
    ii. Not on an active final warning for accidents
    iii. Received no more than 5 confirmed, negative customer service reports
6. Up to 150 trolley service operators will be selected. If more than 150 operators volunteer and are eligible, the 150 will be determined in seniority order.

Operator Training

1. Each trolley service operator (TSO) will receive a minimum of 3 hours of training on vehicle orientation and operation prior to being permitted to operate any trolley service (operators may be given additional training as needed or as determined).
2. Training is not annual, it is one-time training unless refresher training is needed or determined.
3. Trolley service training will be voluntary and offered at various times and days. Trolley operators must attend on non-work hours and trolley training will be paid at straight time pay.
4. Trolley service training will be conducted by a trolley service operator instructor, instructors to be selected by management with ATU input.

Operator Assignment

Trolley service operators (TSO's) will be assigned this special service work in accordance with the following rules. ATU and Metro agree that these rules will be used to assign work for all trolley special service operated instead of the Board Rules.

1. Trolley service will first be assigned to TSO's on their regular work day, and will be offered in seniority rotation order.
    a. If the trolley service assignment is less than 3 hours in length, a substitution will be operated in accordance with the below procedures.
    b. If the trolley service assignment is 3 or more hours in length, the trolley service operator will be placed on special assignment for the day. The operator may be assigned an AM or PM extra in addition to the trolley service for guarantee purposes.
    c. Seniority rotation will be maintained for the length of each operator pick. At the beginning of each new pick (effective date of pick), the rotation starts over from the top of the TSO seniority.
2. If no regular work day TSO is available, an off-day TSO will be offered the work as off day overtime. Trolley service off-day overtime will be assigned in seniority rotation order to those who have signed the off-day trolley service work list. TSO's will sign-up for off day trolley service work by day with the clerk, no less than noon of the preceding day but up to the duration of that operator pick.
    a. TSO off-day overtime work is voluntary.
    b. The minimum off-day overtime assignment will be 2 hours.
3. If the originally assigned TSO is not available after the assignment is made (for example due to an unexpected absence, miss, or other incident), the assignment will be offered in seniority rotation order.

APPENDIX B

Metro/ATU Local 627 Tentative Agreement
Maintenance Training

January 12, 2011

GENERAL GUIDELINES

1) The maintenance department will develop a training program utilizing an apprenticeship program where a technical position employee or qualified new hire will have the opportunity to advance and obtain hands on technical experience and exposure.

2) To gain entry into the apprenticeship program, a person will be required to pass an appropriate level entrance exam which will be given semi-annually or upon application for new hires.

3) EPA Section 608 A/C certification exams will be a requirement and part of the A-rate apprentice entrance exam.

4) The apprenticeship program will be a maximum of 12 months to advance from C-rate to B-rate and another 12 months to advance from B-rate to A-rate.

5) Within the 12 month period, the apprentice will be required to pass a series of hands-on tasks reflecting the expected work requirements for the sought grade level. Fifty percent of the hands-on tasks must be completed within the first 6 months of the apprenticeship.

6) Hands-on tasks will be graded PASS or FAIL by a joint evaluation team comprised of both management and union representatives.

7) The apprenticeship status tag will be linked to the employee when a passing score on the entrance exam is achieved. The employee will then be afforded the opportunity to pick an apprenticeship eligible job in maintenance based on their seniority.

8) An employee will be given (2) two opportunities per grade level to advance through the apprenticeship program. After the first attempt, the employee will be required to wait a minimum of 12 months before they are allowed to pick an apprenticeship eligible job again.

9) Employees in apprenticeship status will NOT be protected from being bumped. Therefore, the 12-month apprenticeship period may be broken into segments of varying lengths.

10) All new hires will be required to pass all entrance and hands-on exams through the apprenticeship program just as current employees. All new hire employees will be required to attend a Bus Familiarization course.

11) Apprentice status wages will be the following:

a) C-rate to B-rate apprentice will receive 90% of B-rate pay
b) B-rate to A-rate apprentice will receive B-rate pay plus $0.25

12) Employees in apprenticeship status will be eligible to work overtime in all classifications for which they are fully qualified in accordance with the maintenance overtime agreement. For overtime in classifications that full qualification has not been achieved, the following will apply:
   a) B-rate apprentice employees will be eligible for overtime in B-rate apprenticeship eligible jobs.
   b) A-rate apprentice employees will be eligible for overtime in A-rate apprenticeship eligible jobs.

RELATED TOPICS

Mechanical Aptitude Testing

- The mechanical aptitude test will be offered twice a year in conjunction with the semi-annual apprenticeship entrance exams.

CDL Licensing and Training

- CDL training will be provided once the employee has passed the mechanical aptitude test and obtained their temporary permit by passing the BMV written tests. A maximum of 16 hours of paid training will be given for all maintenance employees. All employees and new hires will be responsible for payment of any BMV licensing or testing fees associated with obtaining a CDL.

Non-Technical Training

- Training for non-technical positions (UM, J, D and E) will be PIT pass (forklift) training and testing. PIT pass training and testing will be offered semi-annually for all current maintenance employees and will be a requirement for new maintenance employees. Paying an employee to take PIT pass training will be limited (2) two times. Employees in these classifications will continue to receive training to effectively perform their respective job duties.
- Metro will continue a C-rate qualification test with the prerequisites being a passing score on the mechanical aptitude test. Under the new training program, an employee will be required to take the Basic Bus Maintenance Course. It should be noted that a CDL license must be obtained to become fully C-rate qualified.

Apprentice Testing

- Apprentice tests will be given semi-annually. Employees will need to meet all potential job requirements prior to taking apprentice tests. Employees or New Hires will need to be C-

rate qualified to take the B-rate Apprentice test and must have passed the B-rate Apprentice test to take the A-Rate Apprentice test. A score of 75% will be required on all Apprentice tests.

- Effective with the 2012 General Pick – June 3, 2012:
  - Employees or New Hires will be required to have 2 years of verifiable experience performing heavy duty diesel work or equivalent to be eligible to take the Apprentice tests. For employees without 2 years of verifiable heavy duty diesel work experience or equivalent, 2 years of holding a C-rate or 2 years of holding a B-rate job will satisfy this requirement.
  - Employees who are C-rate qualified as of the 2012 General Pick will be grandfathered as "Apprenticeship eligible" and will be permitted to take the Apprentice tests.

- Test Security – In order to establish and maintain the integrity of test questions, the guidelines below will be followed.

  - Metro will produce Apprentice tests for each semi-annual testing cycle. That test will be approved by a panel of maintenance manager designees.
  - Metro will then share the Apprentice tests with an A-rate qualified union designee prior to the test being given and afterwards if requested.
  - It is expected that all parties will maintain the confidentiality of the test questions to ensure the integrity of the test.

Not Passing Hands-On Tasks of the Apprenticeship Program

- All Hands-On required tasks must be completed within 12 months with 50% of required tasks to be completed within 6 months. Should someone fail to meet this requirement or fail to complete the required tasks within the 12 month period, they will be required to put in a combination of picks or bumps for 3 positions within their achieved qualification level. If there are no jobs available within their qualification to pick or bump, then they will be placed in floater status and be assigned work within their achieved qualification, until a job is available for them to pick. Below is a list of B-rate & A-rate topics. Repair tasks will come from these main areas.

  - **B-Rate**
    - Schematics / Basic Electric
    - Brakes
    - Air System
    - Steering
    - Suspension
    - Doors
    - Transmission/Drive Axle (mechanical)
    - Cutting Torches
    - PM Procedures
    - Engine (mechanical)

- **A-Rate**
  - Electrical / Multi-plex
  - Wheel Chair Lift / Ramp
  - Air Conditioning & EPA Certification
  - Engine & Transmission (electronic)
  - Welding / Advanced Cutting (torches and plasma)
  - PM Procedures

Body Shop Training - C-B-A Program Modifications

- The C-B-A program in the Body Shop will remain the same except for the following changes.
  - Employees who are C-rate qualified or B-rate qualified as of the 2012 General Pick will be grandfathered as "C-B-A eligible" and will be permitted to pick a Body Shop trainee/apprentice job.
  - Effective with the 2012 General Pick – June 3, 2012:
    - All employees will be required to have A-Rate mechanical qualification in order to pick a Body Shop trainee/apprentice job.
    - A-rate mechanical employees picking into the Body Shop apprentice jobs will be paid the A-rate apprentice rate of B-rate +.25 while they are in training to become Body Shop qualified.
    - B-rate mechanical employees who are C-B-A eligible picking into the Body Shop apprentice jobs will be paid the B-rate apprentice rate of 90% B-rate for the 1st 6 months and thereafter, if approved, full B-rate pay while they are in training to become Body Shop qualified.
    - C-rate mechanical employees who are C-B-A eligible picking into the Body Shop apprentice jobs will be paid the C-rate for the 1st 6 months and thereafter, if approved, the apprentice rate of 90% B-rate while they are in training to become Body Shop qualified.
    - If an employee passes the A-rate Written and Hands-on test while in training, they will be paid A-rate.
  - Metro will waive the 5 year time in grade requirements to enter the Body Shop training program.

Library of Resources

- Metro will setup of library of learning resources within 6 months to assist employees in improving their technical knowledge. The library will have 1 location and resources will be checked out through the Maintenance Trainer when requested. A list of resources will be available on the Intranet for viewing, along with library guidelines. Employees will be required to sign a form for each resource checked out stating that if it is not returned to the library or if it is not returned in the same condition, payment for the resource will be deducted from their paycheck over a period of time not to exceed 120 days.

Implementation of Program

- This Tentative Agreement shall go into effect and otherwise be implemented on April 1, 2011, provided however that any maintenance employees who are hired on or after the date this Agreement is executed must enter and complete the program.

_____	_____
Terry Garcia Crews	***Mark Bennett***
CEO & General Manager	***President ATU Local 627***
_____	_____
Date	Date

APPENDIX C

Vacation Day at a Time Agreement
Addendum for 3 week vacation only, August 12, 2011

This addendum supplements the current Vacation Day at a Time (VDT) Agreement dated May 6, 2011. Unless terminated pursuant to paragraph 8 of the current VDT Agreement, all terms of the current VDT Agreement, including the addition of the following provisions for the 2011-2012 vacation year and all subsequent vacation years, shall remain in effect. If both parties agree, this language can be incorporated into the next contract agreement.

With this addendum, the parties agree to extend from one week to two weeks the vacation day at a time eligibility for employees who are contractually eligible to receive a total of three vacation weeks. Specifically, an employee with three weeks of vacation shall now be eligible to select two weeks as vacation day at a time, instead of only one week.

1. Current vacation year, June 2011- May 2012.
    a. Since the vacation pick has already been completed and implemented, with this addendum, employees with a full three weeks of earned vacation and who have already selected two full weeks of vacation and one week as VDT may go back and reselect and designate either one of their two full vacation weeks as a designated VDT week.
    b. In order to be designated a VDT week, the week must not have occurred yet in the current vacation year.
    c. When a week has designated as VDT, it will operate as outlined below.
    d. Employees who have already selected all three weeks as full vacation weeks may go back and reselect one of those three weeks and designate it as VDT week; if the newly selected VDT week is not used, it shall be exhausted and otherwise treated in accordance with the current VDT agreement.

2. Subsequent Vacation years, beginning with June 2012 – May 2013.
    a. During vacation selection each year, an employee who is eligible for three weeks of vacation may select:
        i. Two full vacation weeks, and one week as VDT in accordance with the VDT Agreement.
        ii. Three full vacation weeks.
        iii. one week as designated VDT, one full vacation week and the remaining one week to be exhausted as per the following Agreement.

3. Designated week of VDT process:
    a. A week that is selected as designated VDT will be a week of vacation selected by the employee (who is eligible for three weeks of vacation) in accordance with his/her seniority on the annual vacation pick.
    b. The employee may use VDT from this designated week of vacation days prior to the date of the week in accordance with the VDT Agreement procedure for using VDT's.

c. When the designated VDT week occurs, any unused vacation days must be used by the employee during that selected week, as per the VDT Agreement procedure for using VDT's.

_____	_____
Troy Miller	Terry Garcia Crews
President / Business Agent	Chief Executive Officer
ATU Local 627	SORTA / Metro
Dated :_____	Dated:_____