



# Agreement

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10/03/2012

Between

METRO Regional Transit Authority

and

International Brotherhood of Teamsters,  
Local #348

Effective: August 1, 2011 – July 31, 2014

# AGREEMENT

THIS AGREEMENT, entered into, effective this 1<sup>st</sup> day of August 2011, by and between METRO REGIONAL TRANSIT AUTHORITY, Akron, Ohio, hereinafter referred to as the "Company" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #348, Akron, Ohio, hereinafter referred to as the "UNION."

## ARTICLE I

### *COVERAGE OF THE BARGAINING UNIT*

**SECTION 1.** The provisions of the Agreement shall be binding upon the company and its successors and assigns and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company or any or all of its property, or affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

Includes all employees in the following positions: Mechanics, Storeroom Keeper, Maintenance Person, Off-site Maintenance Person.

**SECTION 2.** The making, repairing, assembling, dismantling, adjusting of machinery, tools, automobiles, trucks, buses, mechanical devices, or parts thereof, installation and maintenance of bus stop signs, maintenance of bus stop shelters and bus stop benches, operation of forklift, the transportation of fareboxes both to and from the service building and the money counting area, motor wash duties are shared between Teamsters and TWU unions and building maintenance repair work that has been performed in the past, shall be recognized as mechanics' work and shall be performed by none other than the members of the International Brotherhood of Teamsters so long as equipment and qualified personnel are available except as provided in Section 5 below. All signs and notices which shall be installed on the inside of buses which have to do with the operation and/or promotion of METRO and compressed natural gas (CNG) compressor station maintenance shall not be bargaining unit work. With respect to the servicing and maintenance of major electrical building equipment and elevator, such work may be contracted out to an electrical contractor of the Company's selection. If any work is farmed out it shall be sent to a Union Shop if possible. The term "mechanics" as used herein covers automobile machinists or automobile or diesel mechanics.

### **SECTION 3.**

- (a) The Company may send out for repair major accident work estimated to cost in excess of Fifteen Thousand Dollars (\$15,000). The Company shall obtain at least two (2) estimates or bids for documentation of such cost.
- (b) The Company can outsource up to nine (9) full body paint jobs during the life of the contract.

**SECTION 4.** The Company and Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, handicap, veteran status, or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment

opportunities because of race, color, religion, sex, national origin, handicap, veteran status, or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law.

**SECTION 5.** So long as there are no employees on layoff and/or the bargaining unit does not drop below 33 employees including mechanics, storeroom keepers, apprentices, off-site maintenance and building maintenance, the Company may outsource the following repair and maintenance involving:

- a) bus shelters and bus signs;
- b) garage and man doors;
- c) non-revenue vehicles as appearing on the Vehicle Master File maintained for FTA reporting requirements;
- d) parking lot and driveway patching and paving;
- e) hoists;
- f) non-vehicle painting;
- g) vehicle towing for warranty repair work;
- h) towmotor and sweeper repairs;
- i) the purchase of 4 engines and 6 transmissions with core exchange each year of the contract. In addition, a fifth engine may be sent out each year of the contract, but only so long as the mechanic(s) holding the bid positions of engine rebuild are devoted full time to that work. (This does not limit the Company from continuing its practice of buying rebuilt engines complete without core);
- j) repair or replace windshields on Paratransit vehicles (small buses);
- k) rehabilitation of two buses per contract year in addition to those permitted under Section 3 of this Article;
- l) repair or rebuild of radiator assemblies.

## **ARTICLE II**

### ***UNION SHOP***

**SECTION 1.** As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or in the case of new employees, thirty-one (31) days after the date of hiring, either (1) become a member of the Union or (2) pay a fair share fee, or apply for and obtain a religious exemption in accordance with Ohio revised Code 4711.09.

**SECTION 2.** The Company will, within three (3) working days after receipt of notice in writing from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

### **ARTICLE III**

#### ***CHECK-OFF***

**SECTION 1.** Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's wages the initiation fee, dues, and assessments payable by him to the Union during the period provided for in said authorization, upon receipt from the Union of a list of employees and the deductions to be made. Deductions shall be made on account of initiation fees from the first pay check of the employee after receipt of the authorization and monthly thereafter from the first paycheck of the employee in each month.

**SECTION 2.** Deductions shall be remitted to the Financial Secretary of the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the deduction and shall include all deductions made in the previous month. The company shall furnish the Financial Secretary of the Union the record of those for whom deductions have been made and the amount of the deductions.

### **ARTICLE IV**

#### ***LOCAL JURISDICTION***

**SECTION 1.** When the Company's operations are moved from the present location to another location within the present jurisdiction of Local #348, this Agreement shall apply to the employees at such new location.

### **ARTICLE V**

#### ***MANAGEMENT RIGHTS***

**SECTION 1.** The management of the Company and the direction of its working force, including the temporary transfer of employees to other jobs by recognition of seniority, is vested exclusively in the Company. The Company retains and reserves all other rights not herein granted, modified, or shared. The exercise of any such rights shall be subject to the grievance procedure.

### **ARTICLE VI**

#### ***HOURS OF WORK AND WORKING CONDITIONS***

**SECTION 1.** The normal workday shall be eight (8) consecutive hours and the normal workweek shall be forty (40) hours, Monday through Friday. Scheduled inside such eight (8) hour shift shall be one (1) paid thirty (30) minute lunch period. An employee must work six (6) hours to be paid for lunch.

- (a) A maximum of four (4) employees may be hired after August 1, 1991 to work Tuesday through Saturday as their normal workweek. These Tuesday through Saturday workweek positions shall be posted for bid by machinists hired after August 1, 1991. Four (4) Saturday shifts as presently in effect shall remain at overtime and will be filled in accordance with Section 3 hereof.

- (b) These Tuesday through Saturday positions shall not affect the days and shifts currently worked by employees, but shall be filled when the new employees are hired.
- (c) The Company may convert up to four positions to four 10-hour Friday/Monday shifts, eliminating its current Tuesday through Saturday shifts, in the event it begins running Sunday service. In that event, all jobs will be posted for bid before implementation. Saturday and Sunday at straight time. Four Saturday overtime slots will be preserved.
- (d) Friday through Monday schedule:
  - 1. The workweek for payroll purposes will be Sunday, Monday, Friday and Saturday.
  - 2. All hours worked in excess of ten (10) per day on Friday, Saturday, Sunday, and/or Monday shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate. All hours worked in excess of forty (40) hours per week shall be at one and one-half (1½) times the employee's regular straight time rate.
  - 3. For vacation and illness the secondary fill-in can be used on Friday through Monday for not less than one (1) week at a time.
  - 4. Any time a fill-in is needed for less than one (1) week, the extra overtime list will be used.
  - 5. The vacation week will start on Friday.
  - 6. Personal holidays, sick days and separate vacation days as set forth in the labor agreement will be converted to hours for all bargaining unit members. The purpose of this is to calculate the employee's benefits efficiently because employees are able to move back and forth between the eight-hour and the ten-hour schedule.
  - 7. It is recognized that employees may not have enough hours to take a full day off. In that instance they can: A) Be paid for the hours not used. B) If they have at least one half of the hours necessary to cover their assigned shift they may take the day off and simply go unpaid for the hours of leave that they have not accrued. No penalty will be assessed under the Company's attendance policy.
  - 8. Pertaining to holiday pay. If the holiday falls within the Friday through Monday workweek, and the employee is not scheduled to work on said holiday, the holiday shall be considered as a day worked and will be paid ten hours pay. If the holiday falls within the regular workweek, other than Friday through Monday, and the employee is not scheduled to work on said holiday, the employee will be paid eight hours pay. Work performed on holidays shall be paid for at the same rate of time and one-half (1½) in addition to his/her holiday pay.
- (e) The Company may post ten (10) hour shifts for volunteers to sign, so long as all four workdays are consecutive to sign in addition to the four (4) positions set forth above within this Section. All hours worked in excess of ten (10) per day shall be paid at one and one-half (1-1/2) times.

- (f) The Company's next two (2) hires following the effective date (02/01/01) may be scheduled for a Sunday through Thursday schedule of eight (8) hours per day. At the first bidding sign-up following the hiring of the second employee to the Sunday through Thursday schedule, the Secondary fill-in position set forth in Section 8 of this Article shall be eliminated.

**SECTION 2.** All hours worked in excess of eight (8) per day shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate. All hours worked in excess of forty (40) hours per week shall be at one and one-half (1-1/2) times the employee's regular straight time hourly rate except for those employees regularly working ten (10) hour shifts as provided elsewhere in this Article.

**SECTION 3.** It is understood and agreed that it may be necessary for some employees to work overtime on Saturday or Sunday. Overtime work shall be divided equally insofar as is practicable among the available qualified employees in the classification. In the equalization of overtime work, all hours turned down will be charged as worked. Consideration shall be given to the availability of the employee, his willingness to work overtime, his current position on the overtime equalization list and similar items. It is understood, however, that the employee will work overtime when such work is deemed necessary.

At no time will the Company schedule less than two mechanics for any shift and no mechanic shall be required to undertake any hazardous task while working alone in the garage.

The remaining language in this section is replaced by side letter 4 (over-time guidelines) for the duration of this contract and will revert back to the language below unless both parties agree to continue side letter 4's provisions.

Regarding the Saturday work schedule, the Company will post, as provided for in (A) through (F) below, the schedule of employees to work overtime. Employees scheduled to work in the above manner, who fails to work for any reason except for (1) personal illness, (2) illness in the immediate family, or (3) death in the immediate family or other excused absence, will be penalized by being automatically skipped on the next succeeding eligibility for overtime.

Also, employees working the second shift on Friday may only work the second shift on Saturday, if scheduled to work, for safety reasons. Employees will not be required to work on Saturday when their vacation is scheduled either before or following such Saturday. Also, employees will not be required to work Saturday when they have made arrangements for the Friday before or the Monday following the Saturday to be a scheduled day off. Any employee who desires to be included in the posting of overtime will notify the Maintenance Director or his/her designee.

If an employee schedules a day off after any overtime list is posted and plans not to work the overtime, the employee is still required to turn down the overtime and hours will be charged as if worked. Weekend overtime scheduled on Friday will be filled as needed, charging only hours worked.

The overtime list will be determined as follows:

- (a) The Company will post weekly (in a locked box) a list of persons scheduled for regular overtime for the following four (4) weeks. No employee will be required to work the second shift on Friday and the first shift on Saturday.
- (b) The list will also contain the names of the next two employees due for regular overtime, who may be called in the event one of the scheduled employees fails to show up for work. Turndowns received after the close of business Saturday will be held until the next overtime list is posted. The next scheduled group shall move to the top of the list for the following Monday.
- (c) Employees will be allowed to accept or reject and to make mutual trades on an approved form up until ten days prior to their scheduled Saturday overtime.
- (d) The Company will continue to provide an approved form to employees desiring to make mutual trades. Such form will include the name of the employee initiating the trade, the date of the trade, the name of the employee mutually agreeing to the trade, signature of both employees, and the date the trade was agreed upon. Copies of trades to be given to union stewards.
- (e) Only vacations of one week or more scheduled 10 days in advance will lead to the employee retaining his/her spot in the overtime rotation.
- (f) An employee failing to work regularly scheduled Saturday overtime within the rules as stated above will not be eligible to work any overtime for the following seven (7) days.
- (g) Extra (non-scheduled) overtime assignments shall be modified by the elimination of trades, and by charging employees off on long term illness (more than one week) as though they have worked the overtime during their absences.

All time worked shall continue to be tracked on a quarter hour increment overtime equalization list. Mutual shift trades for equal scheduled hours will be allowed when both shifts are on the same day.

**SECTION 4.** Work performed on New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and five personal days of the employee's choice shall be paid for at the rate of time and one-half (1-1/2) in addition to his holiday pay. A sixth, additional personal day will be credited to employees hired prior to June 1, 1998. If the holiday falls within the regular workweek, and the employee is not scheduled to work on said holiday, the holiday shall be considered as a day worked for the purpose of computing overtime for such employee. If a holiday falls on a Saturday or Sunday, which is not a regular scheduled workday, the employee working on the said holiday shall be paid for at the rate of time and one-half (1-1/2) in addition to his holiday pay.

All employees covered by this Agreement shall receive holiday pay for Christmas, New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and five personal days of the employee's choice. A sixth, additional personal day will be credited to employees hired prior to June 1, 1998. Rate of pay for hourly employees not scheduled to work shall be the same as if the employee had worked. Any previous reference to roving holidays from the effective date of this Agreement forward shall mean personal days.

It is understood and agreed that for an employee to be eligible for holiday pay, the employee must work the last scheduled work day prior to the holiday and the next scheduled work day after the holiday except where he has been excused by the Director of Maintenance or his designee because of (1) personal illness, (2) illness in the immediate family, or (3) death in the immediate family, or other excused absence. Employees who are late for their starting time by less than one hour shall receive holiday pay, as long as they make up the time missed by staying over in order to work all hours normally assigned to their shifts. They may still be charged under the Company's absenteeism and tardiness program. In no event will payment for holidays be made to persons who are receiving S&A benefits, Workers' Compensation, or who for any reason have not worked during the thirty (30) days immediately preceding such holiday. Employees may carry over a holiday (worked), if used within thirty (30) days of the holiday, with supervisor approval, or be paid at the employee's straight time rate of pay. If a request has not been made for payout and the time has not been used within thirty (30) days, then the holiday will be paid out in the first pay following the thirty (30) day period after the holiday.

On the day after Thanksgiving a minimum of 25% of the workforce may schedule paid time off, and on Christmas Eve 50% of the workforce may schedule paid time off by seniority. If an employee calls off sick on either of these two (2) days, he or she shall lose entitlement to holiday pay. A special work sign-up shall be used for the day after Thanksgiving and Christmas Eve. If slots are not filled voluntarily, they will be filled in reverse seniority order. Notice of a work assignment on a holiday shall be posted at least one week (1) prior to the holiday.

In the event any of the above holidays fall on a Sunday, the day observed by the State of Ohio shall be considered the holiday.

For new hires only: Personal days will be prorated based on date of hire based on a twelve month period will be allocated in full days. For example; if an employee's start date is in March they will be credited for ten months. The ten months will be divided into twelve which will be multiplied by the number of eligible personal days. (Example:  $10 \text{ months} / 12 \text{ months} * 5 \text{ personal days} = 4 \text{ eligible personal days}$ )

**SECTION 5.** Employees scheduled to work one-half (1/2) or more of their hours during the second or third shifts set forth below in Section 6 shall receive a shift differential of thirty cents (30¢) per hour for all hours worked during that shift.

(The differential shall be paid on vacation, holidays or personal days for those signed to work on night shift.) Employees called in before their regular shift shall be allowed to complete their regular shift.

**SECTION 6.** The shift times for Monday through Friday shifts shall be as follows:

1. 7:30 AM to 3:30 PM
2. 3:30 PM to 11:30 PM
3. 11:30 PM to 7:30 AM

The Company may at its discretion establish additional staggered shifts that start up two (2) hours earlier or later than these times, but no more than 25% of the employees on each regularly scheduled shift may be assigned to such corresponding shifts. These staggered shifts shall be filled through the bidding procedures set forth in SECTION 8. First shift employees working on these

staggered shifts shall not be paid a shift differential unless they agree to start more than one and one half (1 ½) hours before or after their staggered shifts are scheduled to begin.

**SECTION 7.** The Company retains the right to establish the number of employees assigned to each shift, however, the Company shall not reduce the day shift below thirteen (13) employees before January 1, 2000.

**SECTION 8. Bidding Procedures**

Vacant position shall be posted seven (7) days for bidding. Sign-ups are posted three (3) times annually, four weeks prior to the first Monday of January, May, and September of each year and shall become effective on the first scheduled work day in the pay week containing the first Monday of January, May and September.

Bidding will begin three (3) weeks prior to the effective date of each sign up. The job selection process shall be completed one week prior to the beginning of the new sign up.

A name signed is a job assigned.

If the mechanic is not at work due to a vacation day, vacation week, sick day, personal holiday, leave of absence, or off due to an illness or injury when the bidding takes place, the employee shall fill out a choice slip and leave it with the Maintenance Director or designee. Otherwise, the employee will be placed as close to the position previously held. **NOTE: ONCE THE MECHANIC MAKES HIS/HER CHOICE BY SIGNING, IT WILL NOT BE CHANGED.**

Employees off more than two (2) sign-ups will have their job moved to a general duty job/slot on the same shift. When employees return they will return to a general duty job until the next sign-up.

The following jobs shall be posted for bidding:

**ENGINE REPAIR:**

- (A) Repairing Engine (Primary) and any other duties assigned.
- (B) Repairing Engine (Secondary) and any other duties assigned.

**TRANSMISSION REPAIR:**

- (A) Repairing Transmission (Primary), Fareboxes and any other duties assigned.
- (B) Repairing Transmission (Secondary), Fareboxes and any other duties assigned.

**ELECTRICAL REPAIR:**

- (A) Repairing electrical units and any other duties assigned.

**AIR CONDITIONING REPAIR:**

- (A) Air Conditioning, 1<sup>st</sup> shift, manufacturer trained, mandatory A/C certified, certified under the ASE program and/or any other accredited training, and any other duties assigned.
- (B) Air Conditioning, 2<sup>nd</sup> shift, manufacturer trained, mandatory A/C certified, certified under the ASE program and/or any other accredited training, and any other duties assigned.
- (C) Air Conditioning, 3<sup>rd</sup> shift, manufacturer trained, mandatory A/C certified, certified under the ASE program and/or any other accredited training, and any other duties assigned.

Prior to job selection process the Director of Maintenance, or their designee, shall post a list of A/C qualified Mechanics. In the event a qualified mechanic desires to sign the air conditioning bid position, the employee must inform the maintenance director or designee no later than 8:00AM before the job selection process starts three (3) weeks prior to the first Monday of January, April, July and October. (After the one week of viewing).

In the event that there is no notification from a mechanic requesting an air conditioning position, the air conditioning position will be converted to general duties.

**WHEELCHAIR REPAIR:**

- (A) Wheelchair repair/replace, 1<sup>st</sup> shift, and any other duties assigned.
- (B) Wheelchair repair/replace, 2<sup>nd</sup> shift, and any other duties assigned.
- (C) Wheelchair repair/replace, 3<sup>rd</sup> shift, and any other duties assigned

**BODY REPAIR:**

- (A) Body and Paint, and any other duties assigned.

**BUS INSPECTIONS:**

- (A) Inspection, 1<sup>st</sup> shift, primary, farebox, unit changes and any other duties assigned.
- (B) Inspection, 2<sup>nd</sup> shift, secondary, farebox, unit changes and any other duties assigned.
- (C) Inspection, 3<sup>rd</sup> shift, secondary, farebox, unit changes and any other duties assigned.

**FILL-IN POSITIONS:**

- (A) Bus repairs, unit changes and any other duties assigned. This employee will be fill-in (Primary) on 2<sup>nd</sup> and 3<sup>rd</sup> shifts, Monday through Friday, for vacations or illness when necessary.
- (B) Bus repairs, unit changes and any other duties assigned. This employee will be fill-in (Secondary) on 1<sup>st</sup> and 2<sup>nd</sup> shifts, Monday through Friday, for vacations or illness when necessary. Also, Friday through Monday scheduled and all other ten-hour scheduled when needed.

**AS NEEDED:**

- (A) Bus Repairs, unit changes and any other duties assigned.

**NOTE:** The Company is to provide air conditioning training as buses are acquired. The Company will pay for any employee to take any mandatory A/C certification test if a passing score is obtained. The Company will make reasonable efforts to provide training as necessary to service new or different equipment.

**SECTION 9.** Employees desiring to bid on the posted jobs will sign the posting in accordance with its terms. The successful bidder will be determined based upon seniority and qualifications. The successful bidder will serve a 30-day trial period (which may be extended 30 days by mutual agreement) to determine whether he is capable of satisfactorily performing the work of the job. An employee who is disqualified shall revert to a General Mechanic and will be ineligible to sign the same job until such time that he/she has attended school and/or gained the general experience necessary to be reconsidered. He/She may bump according to his/her seniority or elect to wait for whatever job will become open. Any bid unsigned at the end of the bidding period shall, at management's option, be assigned to the youngest employee in seniority or any unsigned employee.

**SECTION 10.** It is understood by the parties that nothing in the foregoing procedure shall be construed as affecting the Company's right to determine when a job will be performed. In assigning the successful bidder to his job, the following principles shall apply:

- (a) Unless otherwise provided in these "principles," the successful bidder shall be assigned to perform work within his job bid.
- (b) The Company shall retain the right to determine when a job will be performed.
- (c) If the bid job is not being performed, he may be assigned other jobs at the Company's discretion.
- (d) Other employees may be assigned work on bid job...
  - 1. In the event the successful bidder is performing work on an urgently needed job;
  - 2. In the event the successful bidder is unavailable due to illness, vacation, outside assignment, etc.;
  - 3. In the event the successful bidder is already working within the bid job;
  - 4. As part of an overall job assignment.

## **ARTICLE VII**

### ***SENIORITY***

**SECTION 1.** There shall be established a system of seniority to govern when forces are reduced and again restored, and to provide preference to employees who are the oldest in point of service for filling vacancies. Employees signing on vacated jobs shall have the same opportunities as new employees to qualify on said vacancies.

- (a) The seniority standing of an employee shall be determined by the length of his/her continuous service with the Company and its predecessors computed from his/her most recent date of hire as hereinafter provided.
- (b) There shall be established a seniority list for employees in the bargaining unit. The date each employee last entered the service of the Company and the date he/she entered the bargaining unit shall be listed opposite names on said list.
- (c) If there is an error in a seniority list, the employee must file protest within ten (10) days after posting of notice. Seniority dates not protested within this stipulated ten (10) day period shall not be changed thereafter.
- (d) In the hiring of new help, the Company shall be allowed to put new employees on probation for sixty (60) days. At the expiration of the sixty (60) day period, if the Company decides they are satisfactory, their names shall be posted on the seniority list and they shall receive all rights and privileges thereto. Prior to expiration of day fifty (50) of the probationary period, the Company shall request a meeting with the union stewards to discuss the reason for an extension of the probationary period for an additional thirty (30) days. The Company and Union must agree to such extension and the Company must notify the employee of any request for an extension of the probationary period.

- (e) An employee who is promoted or transferred to a position outside the bargaining unit shall accumulate seniority in the bargaining unit for a period of ninety (90) calendar days, provided the employee continues to pay Union dues. The Company may return such an employee to the bargaining unit within said 90-day period without any loss of seniority or benefits. After such an employee's 90-day period has passed, he/she shall forfeit his/her seniority, and in the event the Company transfers him/her back to the bargaining unit, he/she shall return as a new employee and retain Company seniority only for vacation purposes.

## **SECTION 2. Recall from layoff rights**

- (a) Employees shall be laid off in seniority order, except as otherwise provided in this Agreement.
- (b) Employees laid off shall have recall rights for twenty-four (24) months from date of separation. The employee is required to keep the Company advised of any change of address. Company responsibility for recall ends at mailing (U.S. Mail certified, return receipt) recall notice to the last known address. Employee must respond within seven (7) days of his/her receipt or of the return non-delivery receipt from the Postal Service.

Recall shall occur in inverse order of layoff.

## **ARTICLE VIII**

### ***GRIEVANCE AND ARBITRATION***

**SECTION 1.** A grievance is defined as a claimed violation of rights of employees as specifically established by this Agreement. Should grievances arise, an earnest effort shall be made to settle them immediately by the following procedure, each enumerated step to be exhausted before resorting to the next enumerated step.

- STEP 1. By conference between the employee involved, his immediate supervisor and job steward, if his presence is requested. If satisfactory disposition of the grievance is not made, then ...
- STEP 2. The grievance shall be reduced to writing, dated, and signed by the grieving employee and a copy thereof presented to the Director of Maintenance within five (5) working days of the event giving rise to the grievance. The Company will allow the grievant and union steward to meet on Company time to prepare the grievance. A meeting of a job steward and the Director of Maintenance (or his representative) shall be held within five (5) working days thereafter. Prior to this meeting the Company shall provide any written, official, documentation (e.g. incident reports) regarding the grievance. The Company's answer to such grievance shall be reduced to writing and presented to the job stewards within five (5) working days thereafter. If satisfactory disposition of the grievance is not made at Step 2, then ...
- STEP 3. The grievance shall be presented at a meeting between the Union's Grievance Committee and/or a representative of the International Union, the General Manager and the Director of Maintenance and/or their representative, if such a meeting is requested within five (5) working days of the Company's Step 2 answer. Prior to this meeting the Company shall provide any additional written, official, documentation regarding the grievance that was not provided in Step 2. Except in circumstances that are beyond the control of one of the parties, a Step 3-grievance meeting shall be held within sixty (60) days of the filing of the grievance. Should no agreement be reached at Step 3, then ...

STEP 4 The grievance may be submitted to arbitration as hereinafter provided if a written request to arbitrate is submitted to the Company within thirty (30) working days after the Company's Step 3 answer. If not appealed to arbitration as hereinabove provided, the last decision shall be final and binding on all parties.

**SECTION 2.** If either party fails to comply with the time limits of each step in the grievance procedure, then the party failing to do so will be admitting fault and the grievance shall be granted or dropped as the case may be, unless a time limitation is specifically waived by the Business Representative of the Union and the General Manager of the Company because of problems beyond their respective control.

**SECTION 3.** If within thirty (30) working days after receipt by the Company of a written request for arbitration, the parties have been unable to agree upon the name of an impartial arbitrator, the parties shall jointly request the American Arbitration Association, Cleveland, Ohio office or the Federal Mediation and Conciliation Service, Akron, Ohio office to submit to the parties duplicate list of five (5) disinterested nominees. If the Company and the Union involved are unable to agree upon which one of the five nominees shall serve as arbitrator, the Union shall strike two names from the list and thereafter the Company shall strike two names from the list and the name remaining after the others have been removed shall be the arbitrator. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as shall be necessary to the determination of such grievance. The arbitrator shall have no authority or jurisdiction to add to or subtract from or to modify any of the terms of this Agreement nor to establish or change any wage structure. The decisions of the arbitrator shall be final and binding upon all parties. It is agreed that each party shall pay the expenses of its own representatives including witnesses and shall pay one-half (1/2) of the fee and expense of the arbitrator.

**SECTION 4.** In the event the Company representatives and the Union arrive at an agreement as to the disposition to be made of any matter, such agreement shall be binding upon the Company, the Union and the employee or employees involved.

**SECTION 5.** The Company may discharge or invoke a disciplinary layoff against an employee for just cause; however, any employee claiming unjust layoff or discharge may appeal disciplinary layoff or discharge through the grievance procedure (Step 1 being dispensed with) set forth above, provided said employee has caused a written grievance to be presented to the Company no later than five (5) working days (excluding Saturday and Sunday) after the time of such disciplinary layoff or discharge. If no grievance has been presented within the five (5) days the disciplinary layoff or discharge shall be final and binding upon the Union, its members and the employee involved.

**SECTION 6.** Except in circumstances that are beyond the control of one of the parties, an arbitration hearing will be held within six (6) months of the appeal to arbitration pursuant to Step 4. If the hearing is not held within that time limitation, back pay shall be limited to six (6) months after the Step 4 appeal.

## **ARTICLE IX**

### ***DISCIPLINE***

#### **SECTION 1. DISCIPLINARY ACTION**

- (a) The purpose of discipline, other than discharge, is to bring to the attention of the employee the nature of the offending action or conduct and the corrective steps to be taken.
- (b) The Company shall seek to progressively discipline employees for violation of employment rules and procedures. The severity of the violation shall determine the severity of the discipline. Suspension or discharge shall only be for just cause.
- (c) Employees shall be given an opportunity for representation at all meetings where formal disciplinary action may occur.
- (d) The actions of the Company disciplining an employee shall be served upon the employee no later than ten (10) work days of the company obtaining knowledge of the incident giving rise to the possible discipline (or more time as mutually agreed to between the parties).
- (e) All prior disciplinary action taken by the Company that has been made a matter of record in an employee's personnel file will not be utilized against the employee in the event of any new discipline provided disciplinary action has occurred in excess of twenty-four (24) months prior to such present discipline.

## **SECTION 2. PERSONNEL FILES**

- (a) An employee may review his/her personnel file within a reasonable time after the filing of a written request with the Director of Human Resources to review such file.
- (b) Upon request, the employee shall be given a copy of any material presently in his/her personnel file after initial employment upon payment of 5¢ per page. A copy of any additional disciplinary material to be placed in the employee's personnel file shall be given to the employee, Teamster Union Steward, and Business Representative.
- (c) An employee may prepare a written response to any material, which shall be attached to the material in question within ten (10) working days of notice of its issuance.
- (d) Any employee interested in discussing the accuracy or relevancy of materials in his/her personnel file may request and shall be granted an opportunity to discuss questions of accuracy or relevancy with the Director of Maintenance or his designee. Materials mutually deemed inaccurate shall be corrected and materials mutually deemed irrelevant shall be removed from the file. If there is a disagreement between the employee and the Director of Maintenance or his designee regarding the accuracy or relevancy of material, the employee may submit a statement to be placed in the file stating the reasons why the employee believes said material is inaccurate or irrelevant. Representation shall be available upon the employee's request.
- (e) No disciplinary material shall be placed in the employee's personnel file until the employee is given either oral or written notification and the opportunity to respond to such allegations. Such notification shall be given to the employee within ten (10) working days of the Company obtaining knowledge of the incident giving rise to the possible discipline (or more time as mutually agreed to between the parties).

## **ARTICLE X**

### ***STRIKES AND LOCKOUTS***

**SECTION 1.** The Company agrees that during the period of this Agreement there shall be no lockouts and the Union agrees that during the period of this Agreement neither it nor its officers,

agents or members will directly or indirectly call, sanction, or engage in any strike, work stoppage, slowdown, or other interruption of the continuity of operations.

**SECTION 2.** It is agreed that should an employee or group of employees violate the preceding Section of this Article, such employee or group of employees shall be subject to discharge or other disciplinary action subject to grievance solely on the question of whether the employee participated in such prohibited activity.

**SECTION 3.** The Company agrees that it will not bring any court action for money damages against either the Union or its International provided the Union through its officers and committees takes prompt action publicly renouncing any such violation and makes a sincere effort to promptly terminate such violation.

**SECTION 4.** Nothing in this Agreement shall in any manner restrict the right of the Union's members to respect picket lines formed against the Company by any bona fide Union (representing employees of the Company) in accordance with its recognized rules and regulations.

## **ARTICLE XI**

### ***WORKING FOREMEN***

**SECTION 1.** Working foremen shall be qualified mechanics. The work of a working foreman shall be the same as that of a member of the bargaining unit, and in addition as a working member of the group he/she shall be charged with the responsibility of leading and directing the work of all employees performing vehicle service duties.

## **ARTICLE XII**

### ***WAGE AND SALARY RATES***

**SECTION 1.** The top hourly rate for Journeymen Mechanics is \$24.54 as of August 1, 2012, increases shall be as follows:

<b>EFFECTIVE</b>	<b>EFFECTIVE</b>	<b>EFFECTIVE</b>
<b>8/1/2012</b>	<b>2/1/2013</b>	<b>2/1/2014</b>
<b>2% Raise</b>	<b>2% Raise</b>	<b>2% Raise</b>

\* Pay raises and PERS are effective the first pay.

\*Pay raises to be calculated after any SOLA increase.

\*PERS pick-up (after 8/1/09) and will be paid by the employer.

All bargaining unit members will receive a one-time bonus of five hundred dollars (\$500.00) on July 13, 2012, if the contract is ratified and approved by the Board by June 30, 2012. Otherwise, payment shall be made in the first pay following ratification and Board approval.

- (a) There shall be a wage progression for mechanics hired after June 1, 1998 and prior to July 1, 2011 as follows:

Starting Rate - \$3.00 less than the mechanic's top rate  
1<sup>st</sup> year anniversary - \$2.00 less than the mechanic's top rate  
2<sup>nd</sup> year anniversary - \$1.00 less than the mechanic's top rate

After the second year anniversary, progression to the next mechanic's wage level requires the following:

- (1) Four (4) ASE certifications. A mechanic who has not attained top rate by July 1, 2012 must, once top rate is achieved, maintain four (4) ASE certifications to continue to receive the top rate of pay.
  - (2) Class A CDL with air brake and passenger endorsement (as long as METRO retains tow truck); or Class B CDL with air brake and passenger endorsement.
  - (3) Three (3) quarters of perfect attendance in a twelve (12) month rolling period.
- (b) A mechanic who does not meet these requirements shall not progress beyond \$1.00 less than top rate.
- (1) Once these three (3) items have been achieved, a mechanic shall receive a step increase after two and a half years of service to top rate. However, in no event shall this step increase take effect prior to six (6) months after these three requirements have been met.
- (c) APPRENTICE/JOURNEYMAN ORIENTATION PROGRAM

Effective August 1, 2007, all new employees will be subject to the Apprentice/Journeyman Orientation Program ("Program"). The employer may employ one (1) apprentice for every seven (7) journeymen. A Hiring/Peer Review Committee ("Committee") consisting of three (3) Management-level representatives and two (2) Union representatives will review the performance and progress of each apprentice in the Program. Above and beyond the ratio stated above, the Employer may add two (2) new apprentices, over the life of this agreement, to meet the operational needs of the Company. Experienced mechanics accepted into the Program or an apprentice who demonstrates superior skills and/or abilities may be advanced through the steps of the Program at an accelerated rate based upon the recommendation of the Committee and the approval of the employer.

An apprentice shall be paid as per the rates set forth in section 1(c) under the apprentice classification. Increases shall be provided as outlined in the Program but the Program shall not restrict the employer from progressing an apprentice sooner or advancing him/her to a higher progression/hourly wage level.

An apprentice shall be assigned at all times to work with a journeyman. He/she shall be rotated throughout the shop of the employer, working with different journeymen to acquire sufficient skills and be assigned different types of repair work so that within the 24-month period, the apprentice shall become a journeyman. If at any time during the 24-month period, the employer, in its sole discretion, is not satisfied that an apprentice will develop into a fully qualified journeyman mechanic, the apprentice may be discharged at

will. Such discharged apprentice shall have no right to the grievance or arbitration procedures outlined in Article VIII of this agreement.

Apprentices shall attend the appropriate training institutions as requested by the employer. Such training costs shall be borne by the employer.

In case of a reduction in the workforce, apprentices shall be the first to be laid off. Once an apprentice has completed his/her 24-month period as an apprentice, he/she shall become a journeyman and his/her seniority as a journeyman shall revert back to the date of hire as an apprentice.

A journeyman assigned to train the apprentice will receive 25 cents per hour differential for performing this additional duty.

There shall be a wage progression for mechanics hired after August 1, 2007 as follows:

Hire	Journeyman top rate of pay less six dollars (\$6.00) per hour.
6 months	Journeyman top rate of pay less four dollars (\$4.00) per hour.
12 months	Journeyman top rate of pay less three dollars (\$3.00) per hour.
18 months	Journeyman top rate of pay less two dollars (\$2.00) per hour.
24 months	Journeyman top rate of pay less one dollar (\$1.00) per hour, and will be classified as a journeyman mechanic.

1. Twelve months after the completion of the apprentice program, progression to the Journeyman's top wage rate requires the following:
    - a. Four (4) ASE certifications. A mechanic who has not attained top rate by July 1, 2012 must, once top rate is achieved, maintain four (4) ASE certifications to continue to receive the top rate of pay.
    - b. Class A CDL with air brake and passenger endorsement (as long as METRO retains tow truck); or Class B CDL with air brake and passenger endorsement.
    - c. Three (3) quarters of perfect attendance in a twelve (12) month rolling period.
  2. A mechanic who does not meet these requirements shall not progress beyond \$1.00 less than top rate.
  3. If a mechanic does not qualify for top rate under item (1) above he/she must wait six months after these three requirements have been met to increase to top rate.
- (d) All new hires into the Storeroom Keeper position and Maintenance position after the effective date of this contract shall be subject to the following wage progression:

STARTING RATE	70% of maintenance or storeroom keeper top rate (see 3 <sup>rd</sup> anniversary rate)
1 <sup>st</sup> YEAR ANNIVERSARY	80% of classification's top rate
2 <sup>nd</sup> YEAR ANNIVERSARY	90% of classification's top rate
3 <sup>rd</sup> YEAR ANNIVERSARY	Storeroom Keeper - \$1.00 less than mechanic top rate; Maintenance Person - \$2.00 less than mechanic top rate

- (e) Working foremen shall receive fifty (50) cents above the mechanics' top rate.
- (f) The rental and laundry cost of coveralls or pants and shirts shall be paid for by the Company, but not to exceed five (5) laundries per week per employee using such coveralls or pants and shirt. The Company will provide rubber boots for steam and floor cleaning only. Said boots are to be left on the property at all times and there will be no more than one (1) replacement of said boots per year based upon need.

(g) **Storeroom Keeper**

The position of Storeroom Keeper shall be paid at an hourly top rate of one dollar (\$1.00) less than a mechanic at top rate. Such employee shall retain and accumulate bargaining unit seniority for all purposes while in this Storeroom Keeper position. The Storeroom Keeper position shall, when established, be filled as follows:

- (1) The position shall be filled by the Company. Mechanics are not eligible to bid on this position.
- (2) In the event no present bargaining unit employee bids on the job, the position shall be filled from outside the unit.
- (3) The storeroom keeper will have quarterly shift bidding to coincide with the mechanics.
- (4) Fill in for other storeroom keepers will not be allowed for less than one full week unless it is mutually agreed to. Filling the vacant shift, if the shift needs to be filled, it will be filled by seniority. The senior storeroom keeper will have first choice.
- (5) The storeroom keeper position will have separate vacation sign up. No more than one (1) storeroom keeper will be on vacation at any time.

(h) **Maintenance Person:**

The position of Maintenance Person shall be paid at an hourly top rate of \$1.00 per hour less than a Mechanic at top rate. Such employees shall retain and accumulate bargaining unit seniority for all purposes while in this Maintenance Person position. The Maintenance Person position shall be filled as follows:

- (1) A Monday through Friday day shift Maintenance Person position shall be bid by the Company. A second position may be bid Monday through Friday on either the second or third shifts. They shall be subject to the previous wage progression for

mechanics, as stated in the 91/94 Agreement. The position shall have a separate vacation signup, which will be limited to one person within the classification off at any time.

- (2) The functions of this classification shall be to repair and maintain roofs, windows, doors, plumbing system, painting walls or buildings, moving and/or repair of office furniture, minor electrical repair and maintenance of electrical motors, controls and circuits of HVAC, pumps system, wash rack, lighting systems, lift pumps, and the changing of snow blades and sweep/scrub brushes when no mechanical work is involved, and other duties relative to maintenance of the building and grounds at all METRO properties, except as provided in Article I, Section 5. The position will also plow snow, spread salt, and/or pick up/deliver salt.
  - (3) Snow removal from walkways shall be shared by various personnel as it has in the past. Landscaping such as mowing grass and upkeep of beds and bushes is not included within this position and shall remain contracted out. Operation of a forklift will be limited to the scope of the position's duties (e.g., using workbasket to repair a door, lights and moving/lift material for a repair job).
  - (4) Other bargaining unit personnel will continue to perform building and ground maintenance work when the maintenance persons are overloaded or are not on duty. However, a maintenance person shall not be assigned to perform a mechanic's work.
  - (5) The Company agrees to utilize this position to accommodate employees who have a suspended commercial driver's license (CDL) when a position is open and available. In such circumstances an employee shall be paid at his or her regular rate. This position would be temporary until such time the CDL is reinstated, then the employee shall return to his/her former position as mechanic. Seniority in this position shall accumulate up to one (1) year as a mechanic.
  - (6) In the event of a layoff, if said employee holds seniority as a mechanic he/she would revert back to such position on the mechanic seniority list and would follow that list for layoff.
  - (7) Overtime in the classification will be scheduled as deemed necessary by the Company.
- (i) **Off-site Maintenance:**
- (1) The Company may create and fill a position or positions to perform off-site maintenance tasks and other tasks at all METRO properties. The primary duties of this job classification shall be to clean the exterior and interior of bus shelters and removal and installation of bus signposts and signs. However, other duties outside the garage may be assigned and this work involving bus shelters, bus posts and signs, and snow plowing shall not be exclusively performed by the classification. The cities involved, contractors and other non-union personnel may be utilized in accordance with past practice.

- (2) The rate of pay for this job classification shall start at \$10.00 per hour; shall increase to \$10.50 after six (6) months of employment; shall increase to \$11.00 after one (1) year and employees shall receive the top rate for the position of \$12.00 after two (2) years. This job classification shall receive a clothing allowance but no tool allowance in December 2001. It shall also receive a 25c increase effective January 1, 2002, but shall not receive an adjustment under Article XII, Section 1 and Section 2 or any other adjustment provided under this Agreement.
- (3) Time spent in this position shall not be considered bargaining unit seniority for bidding purposes.
- (j) **JURY DUTY.** Any employee required to perform jury duty will be paid for time lost by reason thereof at regular straight time rate less the amount received by such employee for such duty provided valid forms providing such service are forwarded to the Company. Time missed by reason of such jury duty shall be considered as time worked for the purpose of computing overtime.
- (k) **TOOL REPLACEMENT.** The Company will replace employees' tools that are broken so long as they cannot be replaced by the tool manufacturer without charge. Tools to be returned to the employee within a reasonable length of time. After 08/01/88, when new coaches require different tools than standardly - possessed, the Company will provide such tools on an initial one-time basis. The Company will provide gloves and aprons for welders.

(1) **TOOL AND BOOT ALLOWANCE**

The Company will provide all bargaining unit members with a one-time tool and boot allowance/reimbursement of four hundred dollars (\$400.00). This allowance will be paid by July 13, 2012, if the contract is ratified and approved by the Union and the Board by June 30, 2012. Otherwise, payment shall be made in the first pay following ratification and Board approval.

**SECTION 2.** A cost of living adjustment to wages shall be paid based upon sales tax revenues received by the Company.

Effective August 1, 2007 wages shall be increased two cents (2¢) per hour for every \$35,000 increase in Company tax revenues over the previous year and shall be paid beginning the first payroll period after August 1st of each year.

Effective at the conclusion of this agreement (July 31, 2010) the formula will revert back to the 2001-2004 contract language where wages shall be increased one cent (1¢) per hour every \$35,000 increase in Company tax revenues over the previous year for the first \$500,000 in increases and one cent (1¢) per hour for every \$50,000 in increases thereafter.

If the State of Ohio makes legislative changes to the basis or method of computing, charging, or collecting sales tax revenues, then the parties shall meet and negotiate how to calculate adjustments under this section. A change to the rate of taxation, based upon legislation or a special general election shall not impact the basis upon which increases are calculated.

**SECTION 3.** A year-end bonus will be paid the first pay of December 1998, and each December thereafter based upon sales tax revenues received by the Company. This bonus will utilize a base year of July 1 to June 30 of the prevailing year and will be calculated based upon the limitations noted above regarding legislative and/or changes approved by the electorate. The year-end bonus shall be computed as one cent (10) per hour for every \$50,000 increase in Company tax revenue over the previous year. The bonus will be based on a standard work year of 2,080 hours. The bonus will be prorated for employees working less than 80% of 2,080 hours in the previous year and new hires will have their bonus prorated on actual hours worked back to their date of hire.

**SECTION 4.** ASE Certification Incentive.

Any mechanic or storeroom keeper who obtains certification under the ASE program for the following classifications shall receive \$30.00 per certification, per year while certified, annually payable on August 1. Existing ASEs, held by a mechanic as of the date this Agreement is ratified, will be considered valid for purposes of payment until expiration of the ASE. After expiration of those ASEs, only certifications listed below shall apply. The classifications include only the following:

**Parts Tests**

P1 - Parts Specialist (Storeroom Keeper Only)

**Automotive Tests**

A1 - Automatic Transmission

A2 - Suspension and Steering

A3 - Brakes

A4 - Electrical

A5 - HVAC

A6 - Light Vehicle Diesel

**Body Tests**

B1 - Painting

B2 - Non-Structural Damage

B3 - Structural Damage

B4 - Mechanical and Electrical

**Alternate Fuels Test**

F I - Alternate Fuels

**Transit Tests**

H1 - NG Engine

H2 - Diesel Engine

H3 - Drivetrain

H4 - Brakes

H5 - Suspension and Steering

H6 - Electrical

H7 - HVAC

H8 - PMI

**Med and Heavy Duty Truck**

- T1 - Diesel Engine
- T2 - Drivetrain
- T3 - Brakes
- T4 - Suspension and Steering
- T5 - Electrical
- T6 - HVAC
- T7 - PMI

**Advanced Level Tests**

- L1 - Advanced Engine Performance Specialist
- L2 - Electronic Diesel Engine Diagnosis Specialist

The Company will pay for up to two (2) testing fees per year (upon successful certification only), and will allow the filing for training assistance through the Employee Educational Assistance Program. The Company will allow a maximum of two (2) Mechanics off on paid leave for a maximum of four (4) hours to take the ASE certification tests each testing session. This leave is granted to cover the actual time to travel and take the test. A Mechanic is expected to return to work once his or her test is completed. The Company and the Union agree to meet in the event other ASE certifications are approved.

Copies of any and all certifications must be filed with the Director of Maintenance.

**ARTICLE XIII**

***VACATIONS***

**SECTION 1.** The vacation period shall extend from January 1 to December 31 of each year. Vacation hours paid will count as hours worked as in all other paid leave towards the computation of overtime.

Vacation eligibility shall be determined by the employee's anniversary date as follows:

1 but less than 3	1 week
3 but less than 6	2 weeks
6 but less than 12	3 weeks
12 but less than 20	4 weeks
20 or more years	5 weeks

Employees hired before February 1, 2001 shall receive two (2) additional vacation days (which may be scheduled in ½ day increments). Vacation pay shall be computed at forty (40) hours per week time's regular hourly rate, including shift premium.

Vacations will start on the first work day of the employee's regular work week.

**SECTION 2.** Employees shall be given the choice of time as to vacation period in accordance with their seniority. At the time of vacation sign ups, employees may hold one (1) week of earned vacation without specification of the time frame for using that week during the vacation year. The employee who elects to not specify a time for one (1) week may request use of the

week shall provide a request for vacation not less than one (1) week in advance and is subject to limitations based upon the allowable number of employees on vacation at any one time. In the event the time selected by employees would unbalance the operations on repairs and inspections, the Company reserves the right to the allotment of vacation periods in accordance with seniority of employees. The Company will allow an employee to trade his vacation with another employee, or to change his/her vacation to an open week or time, provided such employee has received the prior consent of the Company, which consent shall not be unreasonably withheld.

**SECTION 3.** A vacation sign-up will be held prior to December 15<sup>th</sup> each year, the Company to post the vacation sign-up on or about December 1<sup>st</sup> and to pull the same on or about December 15<sup>th</sup>.

- (a) If, because of vacation, illness, or any other valid reason, any employee will not be present at the time of sign-up, he/she shall leave written notice of his/her vacation choice at the maintenance office. If he/she does not leave written notice of his/her vacation choice, he/she will be assigned a vacation as close as possible to the days taken the previous year.
- (b) Five (5) mechanics per week are permitted to sign up for vacations. In addition, personal days may not be scheduled in excess of these limits. In addition to these weeks of vacation scheduled at the outset of the year one or more Mechanics may schedule off vacation during a period of fourteen (14) to seven (7) calendar days before a desired vacation week, so long as there are no Mechanics off work due to long-term sickness or disability (defined as a period of absence of more than one week).

The Storeroom Keeper, Maintenance Person and Off-Site Maintenance Person classifications shall have separate sign-ups and will not be counted within these limits.

- (c) All vacation time, except as provided in paragraph (d), must be used within the vacation period. Five (5) days of vacation may be used during the vacation year one day at a time on Monday or Friday providing arrangements are made in writing with the official representative in the maintenance office twenty-four (24) hours prior to the day of vacation.
- (d) In addition, an employee may hold back one (1) week of his/her vacation to be used during the vacation year for legitimate sick days without prior notification.

If before the end of the vacation year such employee, who has not used any of his/her five (5) days on account of legitimate sick days, wishes to take such five days for vacation purposes, he/she may notify the Company of his/her decision at least two (2) weeks in advance and if permissible under (b) above, he/she will be scheduled for such vacation.

Any day not used by the end of the vacation year will be paid for as provided in Section 1. If however, he/she has used none of the five (5) days, he/she may elect at the time of the December signup to carry over the five (5) days until the following vacation year for sick day purposes only.

- (e) The Company will advance full vacation pay to any employee provided any request for such an advance is made sixteen (16) days before the beginning of the employee's vacation. The Company will hold an employee's regular paycheck while he/she is on vacation until an employee requests same.

#### **SECTION 4.**

- (a) Employees who are laid off, discharged, or who discontinue service with the Company at any time during the term of this contract, shall be paid a pro rata vacation at the time of their job severance.
- (b) An employee who is paid for less than 1,664 hours in a calendar year shall receive pro-rata vacation (recorded to the nearest day) based on a ratio determined by taking his or her paid hours (including overtime, vacations, holidays, jury duty, etc.) and comparing the total of 2,080 hours. For example, an employee working 1,560 hours in a calendar year would be entitled to 75% of his or her weeks of vacation eligibility.
- (c) Work hours used to compute vacation time are based on a December 1<sup>st</sup> to November 30<sup>th</sup> time period.

**SECTION 5.** In the event any holiday occurs during an employee's vacation period, he/she will be granted an additional day of vacation or an additional day's pay at the option of the employee. An employee desiring an additional day off at the beginning or end of his/her vacation because of the occurrence of a holiday during his/her vacation shall so inform the Company in writing at least one week before his/her vacation. An employee may elect to hold back one week of his/her vacation entitlement to be taken during the succeeding vacation year.

**SECTION 6.** Prior service credit with the State of Ohio or any of its political subdivisions (9.44 ORC) shall not be allowed when calculating vacation entitlement under the terms of this Agreement for employees hired after August 1, 1991.

**SECTION 7.** Employees annually may bank full weeks of vacation that are earned in excess of two (2) weeks. A maximum of ten (10) weeks may be banked. All banked vacation must be used a full week at a time and must be scheduled in advance in accordance with the rules set forth herein, except where an illness or injury necessitates the utilization of vacation. The vacation must be banked at the time of the vacation sign-up and will be paid out at the current rate of pay when taken.

## **ARTICLE XIV**

### ***HEALTH AND WELFARE***

**SECTION 1.** Effective July 1, 2010 the Company shall provide a traditional insurance plan (PPO). The plan is subject to a deductible of \$200.00/\$400.00 (individual/family) with a maximum out of pocket of \$400.00/\$800.00 (individual/family) annually of any covered expense which includes usual and customary outpatient and diagnostic coverage. The plan will consist of an 80%/20% co-insurance plan and a \$15.00 co-payment will apply to any and all doctor/office visits, 100% of all covered expense above \$800.00 shall be paid for by the insurance company, provision not to exceed \$1,000,000 per individual. There will be a \$100.00 per visit co-payment for ER visits (waived if admitted).

An out of network plan shall consist of a deductible of \$200.00/\$400.00 (individual/family) with a maximum out of pocket of \$1,500.00/\$3,000.00 (individual/family) annually. Covered expenses which include usual and customary outpatient and diagnostic coverage shall be paid as outlined in the schedule of benefits. The deductible and out of pocket expenses are separate from the in-network deduction.

**SECTION 2.** Effective July 1, 2010 the employee will be required to pay a premium co-pay of 2% of the base hourly rate (based on 80 hours per pay). Co-pay to be adjusted annually every January thereafter. Arrangements for repaying the past due premiums must be made with the Company. Employees who do not return to work shall have all past due premiums withheld from their terminal pay.

**SECTION 3.** The Company will continue the insurance coverage provided hereunder for employees on leave of absence, but in no case longer than the first thirty (30) days of such leave of absence. The Company shall pay health and welfare premiums for three (3) months during the time that an employee is off work due to personal injury and for nine (9) months during that time that an employee is off due to industrial injury.

**SECTION 4.** The Company will pay the cost to replace damaged prescription lenses, if said damage occurs on the job.

**SECTION 5.** The Company, effective July 1, 2010, will provide sickness and accident insurance benefits of \$200 per week for a maximum of twenty-six (26) weeks in a 12 month period. Said sickness and accident benefits shall pay first day accident, hospital; or outpatient and sixth day sickness. Employee premium contributions will be deducted from S & A benefits.

**SECTION 6.** The Company will provide dental insurance to cover preventive 100%, basic 80%, major 50%, and orthodontia 50%. The plan shall contain annual limits of \$1,500.00 for preventive, basic, and major dentistry and a \$1,500.00 lifetime limit for orthodontia. The plan shall require annual employee paid deductibles of \$25.00 for the employees and \$75.00 for his family.

**SECTION 7.** The Company will provide optical insurance as follows:

- (a) eye examination once each 12 months
- (b) \$0.00 deductible on standard frames and lenses once every 24 months
- (c) \$100.00 payment toward cosmetic contact lenses once every 24 months
- (d) 100% payment toward required contact lenses

**SECTION 8.** The Company, effective July 1, 2010, shall provide a prescription drug program consisting of a thirty (30) day supply with a \$15.00 deductible for brand name, a \$10.00 deductible for generics, \$30.00 deductible for non-formulary drugs and life style drugs as defined by the provider, and a ninety (90) day mail order supply with a deductible of \$20.00 for generic and \$30.00 for brand name and \$50.00 deductible for non-formulary drugs as defined by the provider for drugs ordered from a mail order maintenance program to be selected by the Company.

- (a) A generic incentive shall apply to both retail and mail programs. If the doctor or patient chooses to only have the brand drug dispensed. The employee will pay the co-pay for brand plus the cost difference between the brand and the generic prescription.

If the physician determines through testing that while on a generic medication the patient is not responding, the Doctor must justify the change to an alternate prescription with proper documentation and test results. Without justification the employee will be responsible to pay the co-payment and brand/generic cost difference. "Dispensed As Written" is not sufficient proof of justification and will not be adequate to waive the brand/generic cost.

- (b) Prescription drug coverage for "lifestyle drugs," as designated by the insurance carrier, will be limited to fifteen (15) pills per month.

**SECTION 9.** Married couples where both spouses work for the company shall only have one medical plan. During open enrollment only one premium co-pay will be required and the couple can choose which one makes the payment for the premium co-pay.

**SECTION 10.** The following cost control elements may be applicable to any item in this Article:

- (a) subrogation \*\*
- (b) weekend admission limitations
- (c) pre-admission testing
- (d) second opinion surgical with penalty
- (e) outpatient surgery provisions
- (f) emergency room limitation
- (g) utilization review

\*\* The Company and/or its insurance carrier has the right to recover money paid to the employee by a third party which duplicates what the insurer or the Company has paid.

## **ARTICLE XV**

### ***PENSIONS***

**SECTION 1.** The Company agrees to continue pension payments to all retirees who have been receiving pension payments from the Company in an amount equal to such previously paid pension amounts. The parties hereto agree that the Company shall not be liable in any respect for any unpaid pension amounts due and owing prior to the effective date of this Agreement and the Union on behalf of its members hereby waives and releases any and all claims against the Company for such unpaid amount.

**SECTION 2.** Any employee who retires after the effective date of this Agreement will continue to be covered by PERS and will be entitled to such benefits as may be provided under PERS.

**SECTION 3.** Pensions being received by all METRO retirees who are not receiving PERS benefits shall be increased by fifty dollars (\$50.00) per month effective August 1, 1981, and by an additional fifty dollars (\$50.00) per month effective August 1, 1982.

## **ARTICLE XVI**

### ***LIFE INSURANCE***

**SECTION 1.** Employees with at least one (1) year's seniority shall be entitled to \$15,000.00 of non-contributory life insurance and accidental death and dismemberment insurance. Employees will be entitled to purchase up to \$100,000 in \$10,000 increments in additional life insurance as may be available from the insurance carrier on the basis of employee contribution on a monthly basis.

**SECTION 2.** Currently retired employees shall be entitled to continue to receive non-contributory life insurance at an amount equal to amounts previously provided by the Company. Any employee retiring after 12-31-2012 will not have any life insurance coverage from METRO.

## **ARTICLE XVII**

## ***LEAVES OF ABSENCE***

**SECTION 1.** Whenever the efficient operation of the Company's business will permit, an employee upon written request may, upon the concurrence of the Company and the Union, be granted a personal leave of absence without pay of not more than thirty (30) days subject to extension up to six (6) months.

**SECTION 2.** Employees on approved leaves of absence shall retain and accumulate seniority.

**SECTION 3.** Employees leaving the service of the Company for the purpose of entering the Armed Forces of the United States shall be granted leaves of absence and shall have such re-employment rights as are provided by law.

**SECTION 4.** Employees will be granted approved leave of absences as a result of personal illness or injury, and may, at the discretion of the Company, be required to submit to medical examinations for the purpose of determining whether he/she is either physically or mentally qualified to return to work.

**SECTION 5.** Employees shall be required to utilize up to four (4) weeks of unused available vacation time at the commencement of leave taken under the Family Medical Leave Act.

## **ARTICLE XVIII**

### ***FUNERAL LEAVES***

**SECTION 1.** Any employee who is absent from work during the normal work week because of death of his mother, father, current stepmother, current stepfather, current mother-in-law, current father-in-law, spouse, brother, sister, grandparent, current grandparent-in-law, child, stepchild, grandchild, niece or nephew shall be paid for time lost by reason of such absence up to a maximum of three (3) consecutive work days, one of which must be the day of the funeral and the days which immediately precede or follow the day of the funeral.

It is the intent of this section that an employee not suffer lost pay due to time lost to attend a funeral of a relative as specified, up to a maximum of three (3) days pay.

- (a) Pay for such absences shall be based on the employee's regular hourly rate and normal schedule.
- (b) Employees shall be allowed two (2) additional unpaid days of funeral leave (exempt from the attendance policy) upon provision of documented verification of an out-of-state funeral involving the death of an individual qualifying the employee for funeral leave as set forth in Section 1 above.

## **ARTICLE XIX**

### ***MISCELLANEOUS***

**SECTION 1.** The Company agrees to provide \$5,000 insurance (per employee) covering the employee's tools under the Company's current comprehensive insurance plan.

All employees shall file tool inventories with the Company. It is understood these inventories will be taken on the employees' own time. Also employees shall advise the Company, in writing, when they remove tools from the premises and their approximate value. Employees are expected to

maintain the tools up to 1¼ inch, reasonably necessary to do the job. It is recognized that the Company may require new employees to meet a tool list requirement at the time of hire.

The Company will provide insurance on tools as previously offered. This insurance shall not cover wear or tear or manufacturing defects. The Company will insure all toolboxes, and contents, at a minimum of \$5,000.00, unless employees file tool content inventories of a greater value. Lockable space to store toolboxes to be provided by the Company. It is agreed that the Company may use a security camera to monitor the area where tools are stored. This camera shall not be utilized to check the work performance of employees.

**SECTION 2.** The Company will continue to replace tools broken on the job. Tools are not to leave Company property without advance sign out. Replacement tools are to be supplied by the Company from the Company's toolbox. The Company supplied replacement tools may or may not match mechanics' tools brand name but will be like kind in size and quality. At the mechanic's option he/she may replace his/her own broken tool with a tool of equal value and shall be reimbursed by the Company upon presentation of a receipt for the same.

**SECTION 3.** There shall be three (3) day shift lunch periods and two (2) lunch periods on the other two shifts that will be separately chosen by sign-up by seniority, simultaneously during the quarterly bidding. A minimum of 25% of the employees on the shift will be on each lunch period. Employees called out to make a road call during their lunch period shall be granted a one-half (1/2) hour lunch period upon their return from said road call. The Company agrees to pay a minimum of fifteen (15) minutes for road calls before or after an employee's regular shift, or to pay the actual time worked, if said time is greater than fifteen (15) minutes.

**SECTION 4.** All Company employees and their spouses (including retirees) shall be entitled to free transportation on all buses operated by the Company. Evidence of this privilege shall be provided in pass form or other convenient form.

**SECTION 5.** Any employee called in for work after his/her regular shift who reports therefore and who has not been notified not to report for work shall be guaranteed four (4) hours of work at his/her regular hourly rate, or at the option of the Company, he may be sent home and paid for four (4) hours at his/her regular rate unless because of a labor dispute, act of God, or other condition beyond the control of the Company cannot provide work.

**SECTION 6.** Overtime payments shall not be duplicated for the same hours worked under any of the terms of the Agreement and to the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime worked under any other provision of this Agreement.

**SECTION 7.** When an outside towing agency is used to bring a disabled vehicle to the garage, one mechanic will either be dispatched with a replacement bus or will be transported to the disabled vehicle except on weekends or holidays.

**SECTION 8.** It is understood that the mechanical sweeper will be used exclusively by the Transport Workers Union (TWU) in the cleaning of the storage garage, parking area, fueling and vehicle cleaning area; and further, that the cleaning in the hoist and working areas will be done by either the TWU or the Teamsters at the discretion of the Director of Maintenance or his assigned replacement.

**SECTION 9.** The Company agrees to meet monthly with the Union Committee and Safety Representative to discuss mutual problems. Said meetings are to be held before or after the regular workday. METRO will meet with the Union in advance of new mandates in order to discuss their implementation.

**SECTION 10.** As the legally constituted and exclusive representative for the employees of the Company, the Union on behalf of its members hereby waives and releases the Company from any and all liability, claims, demands, damage, actions and causes of action whatsoever arising out of or in any manner connected with the operation of a mass transportation system for the Akron Metropolitan area under collective bargaining agreements with any of the Company's predecessors except such as are specifically and expressly assumed by the terms of this Agreement. This Agreement, together with its Exhibits, constitutes the only Agreement between the parties hereto and no previous addendum, memorandum, understandings, or practices, whether written or oral, shall be binding upon either party except as to the Supplemental Agreement regarding retirement benefits.

**SECTION 11.** Overtime will be paid for actual time worked at time and one half. The employee working such overtime must attach a written note to the time card showing the time quit and said note must be verified by the salaried foreman.

**SECTION 12** Effective September 16, 2005, Machinists to be paid bi-weekly on Friday, however, machinists working the second shift may pick up their paychecks on Thursday, after 5:00 p.m. from the office. For those employees whose workweek ends prior to Thursday they may pick up their pay check (if available) at the end of their last shift worked. (i.e. A workweek that is Sunday through Wednesday, if the paycheck is available, can pick up their pay check at the end of their Wednesday shift.)

**SECTION 13.** The Company shall provide training to machinists on a fair and equitable basis. The Director of Maintenance shall post notice of any and all training sessions and schools on the shop bulletin board. Machinists interested in obtaining training shall make written request to the Director of Maintenance.

**SECTION 14.** The Union and Company agree to make reasonable accommodations for bargaining unit members to take religious holidays or to take time off for religious purposes. The Company and Union will work together as in the past to make such accommodations.

**SECTION 15.** The Company shall provide cotton uniforms.

**SECTION 16.** Employees shall be allowed to trade a day at a time or a shift for a week at a time, 3 times per year. The trading of overtime shall not be counted toward this limit. Employees may not trade shifts while on vacation, Family Medical Leave, Sick & Accident leave, or other paid/unpaid leave.

**SECTION 17.** Employees will be required to take the DOT physical every other year. The Company will accommodate employees' schedules so that they can start early or work late in order to take their DOT physicals, but employees in this situation must work a full shift. Respiratory and drug test testing will be continued on an annual basis.

**SECTION 18.** Alcohol & Drug Testing.

- (a) The Company will make every reasonable effort to notify employees of random drug testing up to one hour before the end of an employee's shift;
- (b) Initial alcohol testing is to be conducted on-site using a non-evidential saliva testing device by screen testing technicians (STTs);
- (c) The Company will have split drug and alcohol testing for the random category; and
- (d) The Company will train one Teamster union representative in its drug and alcohol testing procedure. The person trained will not be present during employee testing.

**SECTION 19.** The Company shall reimburse Union members who are required to maintain them, the purchase or renewal of the Commercial Drivers' License once due. The Company will not reimburse for replacement licenses that have been lost, stolen or mutilated. New mechanics will be reimbursed after they have completed their probationary period. Testing fees are not included.

**SECTION 20.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to D.R.I.V.E. The International D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to D.R.I.V.E., National Headquarters, on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number (last four numbers only) and the amount deducted from the employee's pay.

**ARTICLE XX**

***MANAGEMENT EMPLOYEE RELATIONS***

**SECTION 1.** The parties agree that the principle of a fair day's work for a fair day's pay shall be observed in all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer will treat employees with dignity and respect. Employees will treat each other as well as the Employer with dignity and respect.

**SECTION 2: SHOP STEWARDS.** The Employer recognizes the right of the Union to designate shop stewards and alternates, as determined by the Union. The authority of a shop steward and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of information that originates from and authorized by the Union or its Officers, providing each such message has been reduced to writing.
- (c) The Union shall notify the Employer in writing of the names of the alternate steward and the alternative steward.

**SECTION 3. UNION VISITATION.** Authorized agents of the Union shall have access to the Employer's establishment during working hours 8:00 a.m. – 4:00 p.m. for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to provided, such agent will call in advance of the visit. Union Agents agree they will not disrupt the business of the employer.

**ARTICLE XXI**

**DURATION**

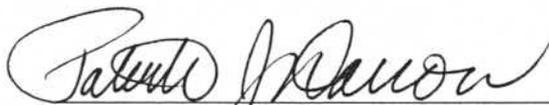
**SECTION 1.** The effective date of this Agreement shall be August 1, 2011. Except as changes, amendments, or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 AM, July 31, 2014, unless either party shall at least sixty (60) days prior to July 31, 2014, or any July 31 thereafter notify the other party in writing of its desire to amend or terminate this Agreement.

**SECTION 2.** The parties, by this Agreement, have set forth their entire understanding on all matters which are or may properly be subject for collective bargaining except as outlined in Section 1 (Duration). Furthermore, all matters subject to collective bargaining have been bargained upon, whether or not such matters are included, and they may not be made the subject of collective bargaining during the term of this Agreement.

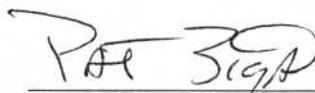
**IN WITNESS WHEREOF,** THE COMPANY AND THE UNION have caused this Agreement to be executed by their duly authorized officer as of this 26 day of June, 2012.

**THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTER, LOCAL #348:**

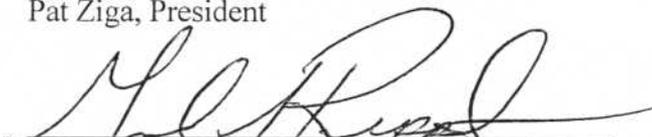
**METRO REGIONAL TRANSIT  
AUTHORITY:**

  
Patrick J. Darow, Secretary-Treasurer &  
Business Manager

\_\_\_\_\_  
Robert K. Pfaff, Executive Director

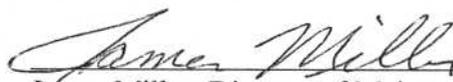
  
Pat Ziga, President

\_\_\_\_\_  
Dean J. Harris, Director of Finance

  
Michael Ripplinger, Chief Steward

  
Susan K. Rice, Director of Human Resources

  
Paul Handy, Steward

  
James Miller, Director of Maintenance

## **Side Letter 1 – Negotiation Pay**

METRO Regional Transit Authority and International Brotherhood of Teamsters, Local #348 agree to a credit of ten (10) hours regular pay per steward each week meetings are held during contract negotiations. It is also agreed that all ten (10) hours can be used at once (but not to create overtime work) or can be banked in full or in part for future meetings. Each steward is responsible for making up any missing hours in the pay period. If a steward falls a few hours short and does not make up all of the hours, no occurrence under the current attendance policy will be applied. His or her pay will reflect the missing amount of hours that are not made up.

It is further agreed that the pay for negotiations shall not count for extra overtime purposes (stewards will be bypassed and not penalized during negotiations weeks). Negotiating pay will be taken into account for regular Saturday overtime. No shift differential shall be included in the negotiating pay. Further, in order to be eligible, a steward must be paid for twenty (20) hours (aside from negotiations) during the week of negotiations. On days when negotiations are not held, the Collective Bargaining Agreement controls.

### Side Letter 3 – Trial Work Schedule

The parties have agreed to trial a new work schedule for the duration of this collective bargaining agreement. The scheduling provisions of the 2001-2004 labor agreement will be reverted to at the conclusion of the present contractual term unless the parties both agree to continue this side letter's provisions.

The schedule to be trialed is as follows:

Ten Hour Shifts:	
7:30 AM to 5:30 PM	(2 Sunday through Wednesday) (2 Wednesday through Saturday) (1 Monday through Thursday)** (1 Tuesday through Friday)**
1:30 PM to 11:30 PM	(2 Sunday through Wednesday) (2 Wednesday through Saturday) (1 Monday through Thursday)** (1 Tuesday through Friday)**
10:00 PM to 8:00 AM	(2 Sunday through Wednesday)* (2 Wednesday through Saturday) (1 Monday through Thursday)** (1 Tuesday through Friday)**

\* If the Company closes its shop on Sunday mornings, the third shift Sunday through Wednesday will be moved to Monday through Thursday.

\*\* If any of the Monday through Thursday or Tuesday through Friday shifts are not signed they will be converted to Monday through Friday.

The shift times for Monday through Friday eight hour shifts shall be as follows:

1.	7:30 AM through 3:30 PM
2.	3:30 PM through 11:30 PM
3.	11:30 PM through 7:30 AM

Nothing in the above charts or this side letter precludes the Company from reducing its workforce or requires maintaining mandatory staffing levels.

The Company may reinstitute and utilize a Monday to Friday day shift fill-in person (in conformity with the provisions of the 1998-2001 collective bargaining agreement) but only if it has 12 other employees scheduled on the first shift. This fill-in person will be required to cover vacancies on any and all shifts, including weekend shifts, on a week by week basis.

## Side Letter 4 - Overtime Guidelines

The parties have agreed to new Over-time guidelines for the duration of this collective bargaining agreement. The over-time provisions of the 2001-2004 labor agreement will be reverted to at the conclusion of the present contractual term unless the parties both agree to continue this side letter's provisions.

Effective October 4, 2005, no less than nine (9) slots of overtime will be offered over a two-week period in shifts of nine (9) hours. These slots will be offered on one of the mechanic's days off.

- 1) First posting, people will be awarded OT by seniority, highest to lowest. This seniority process will continue until all people have accumulated hours, whether actual worked or charged hours greater than "0".
- 2) After everyone has accumulated actual/charged hours, OT will be awarded by lowest to highest hours. Those people who "turn down" OT will be charged for nine (9) hours.
- 3) When 2, 3, 4 or more people have the exact same accumulated hours and they are all or partially up for OT, the OT hours will be awarded by their seniority, highest to lowest.
- 4) OT listing will be posted each Tuesday by 4:00 PM. This posting will provide a listing of mechanics, along with their accumulated OT hours, lowest to highest. The OT hours will be awarded by lowest number of accumulated hours to highest until all available OT slots have been filled.
- 5) Any mechanic wishing to be considered for OT must put their initials beside their name in the space provided. Any mechanic with lower accumulated hours than the people that have already initialed beside their name and have not initialed beside their name will be presumed as a turn down of OT hours for that signup. *Example: John has 28 hours, Mike has 32 hours, Bill has 12 hours, John and Mike initial by their name, Bill does not; even with Bill sitting with lower hours than John and Mike, Bill has no initials beside his name, Bill is presumed a "turn down" and will be charged for nine (9) hours.*
- 6) The "closing" of the posting will end the following Monday at 4:00 PM. If, at the end of the posting period, no one initials for any of the OT slots offered, it will be presumed that management has fulfilled their responsibility to make the OT available to the staff and everyone will be charged with nine (9) hours.
- 7) The "effective" time period will be from Wednesday following the "closing" Monday, until the Wednesday of the next week.
- 8) The only "exception" to the current guidelines will be in the case of a mechanic that is on a scheduled forty (40) hour vacation week.
- 9) OT hours must be worked on one of your days off.
- 10) Nine (9) hour shifts will be offered, twelve (12) hours can be worked. Nine (9) hours will be charged for turn down.

Mechanics will work their normal work schedule, (7:30-3:30, 3:30-11:30; etc) Since a maximum of twelve (12) hours are offered, you will be granted the extra hours on either end of your normal shift for a total of twelve (12) hours.