

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

METRO REGIONAL TRANSIT AUTHORITY

AND

THE TRANSPORT WORKERS UNION OF AMERICA

EFFECTIVE: AUGUST 1, 2011 THROUGH JULY 31, 2014

AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO, EFFECTIVE the 1st day of August, 2011, by and between METRO Regional Transit Authority, hereinafter referred to as the "Company" and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL NO. 1 (TWU), hereinafter referred to as the "Union."

INTENT AND PURPOSE

The parties to the Agreement desire to establish and maintain mutual understanding and cooperation that will promote to the fullest the economy of operation, the quality and quantity of service, the safety of the Company's employees, fair and reasonable conditions of employment and to provide methods for the fair and peaceful adjustment of all disputes that may arise between them so as to secure uninterrupted operations and the necessary cooperation to eliminate inefficiencies in the operation of a mass transportation system for the Summit County metropolitan area.

**ARTICLE 1
SCOPE OF AGREEMENT**

SECTION 1. The terms and conditions of this Agreement shall apply, as hereinafter provided, to employees in the following classifications: bus operators, vehicle service employees and salaried office personnel. The provisions of this Agreement shall be binding upon the Company and its successors and assigns at any location within the geographical operating territory of the Company, and all of the terms and obligations contained herein shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company of 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.

**ARTICLE 2
RECOGNITION**

SECTION 1. The Company recognizes the TWU as the exclusive representative described in Article 1, for the purpose of collective bargaining with respect to wages, hours, and working conditions.

SECTION 2. For the duration of this Agreement, it shall be a condition of continued employment with the Company that each employee within the classification covered by this Agreement as defined in Article 1, shall, upon completing the probationary period 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 Section 4117.09.

SECTION 3. The Company shall deduct each employee's Union membership fees, dues, and assessments twice each month beginning with the first paycheck in each month. Such deductions of membership fees, dues, and assessments will only be made for those employees who voluntarily and individually through the Union file with the Company a check-off authorization, the form and wording of which has been agreed to by the Company and the Union.

SECTION 4. In the event an employee's earnings during the pay period from which deductions are to be made are less than the amount to be deducted, such deductions shall be made at the earliest possible convenience as earnings will allow. The Company shall thereafter promptly remit by check any and all money so deducted to the financial secretary of the Union.

SECTION 5. The Union agrees that it will indemnify the Company and save it harmless from any and all claims which may be made against the Company by reason of (1) any deductions taken from any employee's pay and remitted to the Union at his/her request, and, (2) any liability resulting from the wrongful discharge of an employee requested by the Union pursuant to Section 3 of this Article. The presentation of a check-off card for deductions from an employee's pay shall be deemed a request by the Union for such deduction and remittance.

SECTION 6. No person, other than those covered by the terms of this Agreement, shall operate a bus to carry passengers (whether free or paying) except where no operator is available (at either regular or overtime rates).

**ARTICLE 3
UNION REPRESENTATION**

SECTION 1. The Company recognizes the right of the Union to designate the accredited officers who shall be authorized to conduct all business on behalf of the Union and the provisions of this Agreement. These officers shall be the President and such additional representatives as may be selected by its law.

The President and Vice President of the Union shall upon giving notice by noon on the preceding workday obtain the right to have their run filled so they may fulfill Union business. No more than three (3) days, per officer, from April to the succeeding April may be scheduled in this fashion, and in no event may this occur during a holiday week.

SECTION 2. The Union shall keep the Company informed at all times in writing of the employees serving under Section 1 above.

SECTION 3. Communications from the Union to the Company shall be addressed to the proper officers. Communications from the Company to the Union will be addressed to the entire Executive Committee of TWU Local #1.

SECTION 4. The Company and the Union hereby express their willingness to meet together at mutually convenient times in the furtherance of the objectives expressed in "Intent and Purpose." Elected Union officers attending such a meeting shall be paid at their regular hourly rate for the actual time spent.

SECTION 5. Any elected Union officer, or member designated by a Union officer, excused from duty for Union business shall be treated as if he/she had worked his/her assignment for that day for the purpose of the rotation of the extra board.

SECTION 6. The Company will continue Union officials on payroll while performing Union business as long as the Union reimburses the Company for such expense, both wages and benefits, that the Company would normally incur, and provided that the Union makes timely reimbursement.

**ARTICLE 4
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 committee takes prompt action publicly renouncing any such violation and makes a sincere effort promptly to terminate such violation.

ARTICLE 5
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/her immediate supervisor and Union representative, unless the employee does not want him/her to be present. Such conference to be held within five (5) working days of the event giving rise to the grievance. 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 superintendent of the Company within ten (10) working days of the event giving rise of the grievance. A meeting of the Union representative and the superintendent of the Company (or his/her representative) shall be held as soon as possible thereafter. The Company's answer to such grievance shall be reduced to writing and presented to the Union representative and the grievant within five (5) working days. 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, a representative of the International Union, the General Manager, and the superintendent involved, and/or their representative, if such a meeting is requested within five (5) working days of the Company's Step 2 answer. Should no agreement be reached at Step 3, then the General Manager will respond, in writing, within five (5) working days of the date of such meeting.

STEP 4. The grievance may be submitted to arbitration as hereinafter provided if a written request to arbitrate is submitted to the Company within ten (10) 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. Within twenty (20) working days after receipt by the Company of a written request for arbitration, the Union shall request the Federal Mediation and Conciliation Service, Akron, Ohio office to submit to the parties duplicate lists of nine (9) disinterested nominees. If such written request is not made within the said twenty (20) day period, the last decision shall be final and binding on all parties. After receipt of the list from the Federal Mediation and Conciliation Service, the Company and Union will have ten (10) days in which to meet and strike. The following procedure will be used in the selection of an arbitrator. Both parties shall alternately strike one (1) name at a time with the parties alternating in striking first. The name remaining after the others have been so removed shall be the arbitrator. The arbitrator will have jurisdiction and authority to interpret and apply the provisions of the 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 to subtract from or to modify any of the terms of this Agreement nor to establish or change any wage structure. The decision of the arbitrator shall be final and binding upon all parties. In all discharge cases, the arbitration shall take place within thirty (30) days of the selection of the arbitrator. It is agreed that each party shall pay the expense of its own representatives including witnesses and shall pay one-half (1/2) of the fee and expense of the arbitrator.

SECTION 3. 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 4. Reference in this Article to working days is defined to mean those working days, Monday through Friday.

SECTION 5. All back pay shall be limited to twelve (12) months for arbitration.

**ARTICLE 6
DISCHARGE AND DISCIPLINARY LAYOFF**

SECTION 1. The Company may discharge or invoke a disciplinary layoff against an employee for just cause. Provided, however, the Company will consult with the Union prior to any discipline involving time off. Any employee claiming unjust layoff or discharge may appeal such disciplinary layoff or discharge through the grievance procedure (Step 1 being dispensed with) set forth in the preceding Article 5, provided said employee has caused a written grievance to be presented to the Company no later than five (5) working days after the time of such disciplinary layoff or discharge, failing which, the disciplinary layoff or discharge shall be final and binding upon the Union, its members, and the employee involved.

**ARTICLE 7
SENIORITY**

SECTION 1. 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. If two or more employees are hired on the same day their seniority will be based on their date of application. If two or more employees still have the same dates then it will be based on alphabetic order of their last name starting with "A".

SECTION 2. An employee shall be regarded as a probationary employee during training and for the first ninety (90) days after training is complete during which period the Company shall have the right to terminate his/her employment for any reason.

The probationary period can be extended to one-hundred-twenty (120) days provided the company makes written request to do so no later than ten (10) days prior to the end of the ninety (90) day period. The employee shall be notified by the Company of the request for extended probation.

SECTION 3. A list of all employees holding seniority in each respective bargaining unit, arranged in order of seniority, shall be posted on an appropriate bulletin board and shall be revised at least once each six (6) months. A copy of each such list will be provided to the Union.

All employees covered under this agreement that return to work within five (5) years of disability retirement. Once METRO has been notified by PERS that this employee is medically qualified to return to work in their previous position, they may do so at their previous place on the seniority list.

SECTION 4. An employee shall lose his/her seniority and shall no longer be considered an employee for any of the following reasons:

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) The employee is absent without leave for three (3) consecutive days without notifying the company and furnishing valid reasons for this absence unless such notice is impossible.
- (d) The employee does not notify the Company of his intention to return to work within five (5) working days after being notified by certified letter or telegram addressed to his/her last known address on the record of the Company of recall after layoff.
- (e) The employee is out of the service of the Company other than for injury or illness for more than six (6) consecutive months (three (3) years in case of layoff) or for a period equal to his/her seniority if his/her seniority is less than six (6) months.
- (f) The employee does not return to work on the working day next following the expiration date of an approved leave of absence or vacation without good cause.
- (g) The employee accepts other full-time employment or engages in a profitable enterprise while on leave of absence except as provided in Article 11, Section 5.
- (h) Notice #45 dated December 30, 1986 - Operators who have attained six (6) current points against their license shall be suspended from duty until their points fall below six (6). If the points do not drop within twelve (12) months then employment will be terminated.

All other terms and conditions established in Notice #45 shall remain in full force and effect.

SECTION 5. Any employee, past or present, who transfers out of the bargaining unit shall forfeit his/her seniority if that employee chooses not to return to the unit within ninety (90) days of the date of transfer.

SECTION 6. In effecting layoffs, recalls, shift assignments and the filling of job vacancies, preference will be given to the most senior employees.

SECTION 7. The Company agrees to give first consideration to any disabled employee to those positions outside the bargaining unit which may be available and which the disabled employee is qualified to perform.

ARTICLE 8 WORKING CONDITIONS

SECTION 1. Runs, Sign-ups, Extra Board

- (a) A general sign-up for regular runs shall be held four (4) times each year, one schedule of runs to take effect not later than the first Monday after January 15; one to take effect the first Monday in April; one to take effect in June, the Monday following the official closing of Akron schools; and one to take effect in late summer, the Monday prior to the official opening of Akron schools. The Company reserves the right to at any time change, alter, or modify the schedule or nature of the regular runs or to eliminate any such runs. In the event a regular run is eliminated or whenever any changes are made by the Company unless made because of circumstances beyond the control of the Company or as a result of a referral to the Schedule Committee or agreed to by the regular operators, there shall be a special sign-up. All runs will be considered vacant for the purpose of general and special sign-ups. Under normal circumstances, notice of sign-ups will be posted not less than ten (10) days before the effective date of the schedules and the schedules will be posted not less than five (5) days before actual sign-up.
- (b) Operators will be given the opportunity to sign-up for regular runs in accordance with seniority. Operators not desiring to sign-up for a regular run may select the extra board. The extra board shall then consist of all those operators who have not signed up for a regular run.

An operator may select a school tripper in addition to a regular run in accordance with seniority, provided a list of available trippers has been identified and posted.

- (1) Such school trippers will be rotated among regular operators holding a run by starting at the top of the seniority list at the official opening of each school year and continuing through subsequent sign-ups. Payment will be made only when said scheduled tripper is operated. With respect to such rotation, there shall be an AM and PM revolving list.

- (2) If a run selected by a Vacation or Jump operator includes a BOE tripper, such operator has the option to work the BOE tripper. The option must be declared on the day they sign the Vacation or Jump run at the regular sign-up.
- (c) At least sixty percent (60%) of the regular runs shall be straight runs. The Company agrees to continue to make every effort to increase the percentage of base runs.
- (1) Ninety percent (90%) of Saturday runs shall be base runs.
- (d) Regularly scheduled swing runs (runs containing two parts) shall be completed within twelve (12) consecutive hours. Swing runs exceeding spread of twelve (12) hours shall pay nine (9) hour's pay. Whenever the time between parts of such swing runs is less than one (1) hour, such time shall be considered part of the run. No swing run will have more than one (1) unpaid break. No regularly scheduled run of six (6) hours or more shall be coupled to a tripper and treated as a swing run. Pull out time for runs will be scheduled inside the twelve (12) hours spread. (See also Article 8, Section 2, Subsection [a]).
- (e) All runs passing the Kenmore Garage shall relieve at the Garage. All runs passing through downtown Akron shall relieve at the downtown transit center.
- (1) If an operator is required to make a relief other than those listed (e) they will be paid travel time from the time they are transported.
- (f) All available extra work will be assigned to operators who have indicated their willingness to perform such extra duty each day by signing the sheet provided for that purpose. All such extra work available each day will be assigned prior to 12:00 noon. Under normal circumstances any operator who passes extra work will not be recalled on the same day.

A committee will meet periodically as necessary to modify practices and procedures in the assignment of overtime.

It has been mutually agreed that one (1) Company and one (1) Union officer shall co-chair a committee to establish the practices and procedures for the assignments of all overtime work.

After reaching agreement on said practices, any new practices and any new rules and regulations shall go into effect for the duration of one (1) sign-up. After that time, the committee shall meet and review the practices, procedures and concepts to determine if any changes are needed.

- (g) An operator may be excused from his/her run on request and have the choice of any unassigned tripper if the Company has the necessary manpower. Such request must be made to the Company before the following day's assignments are made, approximately 3:00 PM. Any operator may be allowed to trade his/her entire run

with another operator on a one-day basis, no more than three (3) times during any regular sign-up, upon notification and approval of the dispatcher, which approval shall not be unreasonably withheld. The dispatcher shall be notified as to whom initiated each trade and he/she shall be charged with such trade only.

Operators may trade their day off with another operator up to three times per year. Such trades must be completed within one workweek, (Sunday thru Saturday).

- (h) Operators not relieved at the end of the run will make one (1) additional trip to the end of the line and return to the relief point; if not then relieved, he/she will contact the Supervisor after which he may take the bus to the garage or operating base. Operators not relieved at the end of a run or first half of a swing run due to Company fault shall be paid three (3) hours for such additional trip required, provided in the case of a swing run that the run be completed. If operator requests and supervisor is available, supervisor will make trip or meet driver on route.
- (i) Operators holding regular runs shall be permitted to select their days off in accordance with seniority, provided, however, that the Company reserves the right to determine the number of operators scheduled to be off on any given day. No operator holding a regular run shall be offered extra work if qualified extras are available to perform such work. Extra work which must be performed by operators holding regular runs shall be distributed according to a revolving list of operators indicating a desire to perform such extra work.
- (j) Extra work which must be performed by operators otherwise scheduled for a day off shall revolve among those regular and extra operators who make written request for such extra work. Operators reporting as scheduled on their day off shall receive a minimum of four (4) hour's pay.
- (k) An operator will be permitted to put in a sick-card for any day and not forfeit his/her assignment for the following day, if by 1:00 PM he/she notifies the dispatcher of his/her availability for work the following day. Furthermore, notwithstanding the aforesaid, any operator who is repeatedly absent for any reason will be subject to more severe discipline up to and including discharge. The use of the sick-card is for legitimate illness only, and any employee found to be using same to absent himself from duty for any other reason will be subject to discipline up to and including discharge. If the operator has not been released to return to work after three months and every three months thereafter, another sick card will be entered.
- (l) The following will be the method of preparation and assignment for the Extra Board for each following day's operation:
 - First: All a.m. runs consisting of eight (8) hours or more duration (including charters) will be assigned first, according to their departure times.
 - Second: All swing runs or combination of runs of eight (8) hours or more duration will be assigned second, according to their departure time.

Third: All p.m. runs consisting of eight (8) hours or more duration (including charters) will be assigned third, according to their departure time. A p.m. assignment constitutes any work which starts after the last a.m. tripper is finished.

Fourth: Early AM reports (prior to 8:00 AM) will be assigned fourth.

Fifth: All a.m. trippers of six (6) hours or less (or charters) of less than eight (8) hours will be filled fifth.

Sixth: Succeeding reports.

(1) Report hold down operator(s) will have their AM assignment count as a piece of work. The assigned PM tripper will not exceed a 13 hour spread.

(2) No operator shall be permitted to make an a.m. report if he/she has received an AM assignment.

(m) The following procedures will be used for assigning work to extra operators from a report or tripper:

(1) Extra operators receiving no assignments by the end of the early a.m. reports or returning from a.m. trippers will be assigned available work by the following procedure:

For scheduling work off of the morning assignments open work will be distributed based on an earliest-on to earliest-off method attempting to assign the operator as close to 8 hours as possible. For example, if an operator works the 5:00 a.m. report and does not get out on a run, he would be assigned the earliest-off time available from open work or a combination of open work. The open work could be a base run, swing run, tripper, or combination of trippers. This procedure does not guarantee that a 13-hour spread will not be exceeded but does present a better opportunity for keeping the spread of work less than 13-hours.

(2) The above method of work assignment will apply on all reports.

(3) Extra operators receiving assignment of eight (8) hours or more on any day will be treated as a regular operator for that day unless, prior to beginning his/her assignments, he/she notifies a dispatcher of his/her desire to work additional assignments.

(4) Morning tripper operators and/or those on early AM reports will not be required to work a run scheduled for completion after 9:00 PM. An operator working past 9:00 PM shall leave a message for the dispatcher if he/she wishes to forfeit availability until 8:30 AM at which time he/she will assume

his/her proper position on the board for further assignments. Such operator must call the dispatcher no later than 7:30 AM to be informed of his/her new assignment which will be completed by 9:00 PM that day. If such operator calls between 7:30 AM and 9:30 AM such operator is subject to any open assignment after 10:30 AM. An operator who has not requested overtime but works past 9:00 PM in order to assist with the company's manpower needs may utilize the work late procedure.

- (5) The above listed procedures shall be observed in making assignments on all reports, but the Company reserves the right at its discretion to change reporting time and/or reporting requirements.
- (n) Whenever a regular run becomes vacant and it is apparent it will be vacant for more than five (5) days, the run will be designated as a hold-down and will be offered to the operators on the extra board in accordance with seniority. Any operator refusing or accepting an offered hold-down will be placed at the bottom of the list for the next hold-down.
- (o) The number of extra operators to be off on any given day shall be determined immediately after regular runs have been selected. Extra operators will then select their days off for the ensuing "sign-up period" in accordance with seniority. So far as possible, days off shall be consecutive.
- (p) A Schedule Committee shall be created to meet periodically at mutually convenient times to (1) plan running times for new routes and (2) determine and evaluate the adequacy of running times on existing routes where questions have arisen concerning such running times. Each party shall appoint two (2) persons to sit on the Schedule Committee and shall notify the other party of its appointees. Operators shall reserve the right to request a representative from the Schedule Department or supervision to perform an on-board observation of the efficiency of time allotted of set schedules.
- (q) The OWL bus is eliminated from the contract with the following condition:

With the elimination of the OWL bus no AM report will start before 4:30 AM. If the need arises for the AM report to start before 4:30 AM negotiations for reinstatement of the OWL bus will be necessary.
- (r) It is agreed that Extra Board Operators will be given the opportunity to review the Union's proposal for extra board rotation and make recommendations for changes. Then the procedure will be tested during a short sign-up (preferably the April sign-up). When the test is complete, the Union and Company will meet to discuss whether or not changes will be made in Extra Board procedures.
- (s) The company agrees to review all changes in running time due to deviations. Any change that is necessary will be made at the next sign-up.

SECTION 2. Hours, Allowances, and Overtime

- (a) All regularly scheduled and signed runs of six (6) hours or more shall pay at least eight (8) hours (if the operator duly reports for work) regardless of actual hours worked unless all or part of the run cannot be operated because of a labor dispute, act of God, or other condition beyond the control of the Company. (The Company's failure to provide a bus shall not be considered a condition beyond the control of the Company.) Under such conditions a minimum of three (3) hours at regular hourly rates shall be paid. When circumstances beyond control of the Company require cancellation of a regular run, the operator holding such run shall be given the right to operate any open work from the Extra Board. No run shall be scheduled to exceed eight and one-half (8 1/2) hours' actual work or to pay more than 45 hours per week (except swing runs with a spread exceeding twelve (12) hours).
- (b) All operators will be allowed ten (10) minutes pull-out time for all garage departures and five (5) minutes pull-out time for all other relief points. The pull-out time may be scheduled outside the actual work time and paid for notwithstanding subsection (a) above, except swing runs in excess of a twelve (12) hour spread.
- (c) All operators making a report as scheduled shall be paid at their regular hourly rate from the scheduled report time (AM or PM) until his/her assignment goes to work or he/she is released by the dispatcher. In no event, however, shall an operator receive less than two (2) hours pay.
- (d) All operators reporting as scheduled for an assignment shall be allowed a minimum of two (2) hours pay.
- (e) Operators required by the Company to make out written accident reports shall be paid one (1) hour's pay. Such time shall not be charged against any applicable guarantee time. Operators who are subpoenaed to court to testify concerning an incident which they observed or are believed to have observed during the course of their employment as an operator, shall be paid at their regular hourly rate, up to eight (8) hours for the time which they miss from work as a result of having to respond to such subpoena. Such operators shall present to the Company evidence to be obtained from the Clerk of Courts certifying their appearance pursuant to said subpoena. Any witness fees paid to the operator shall be deducted from the amount which the Company would otherwise be able to pay to the operator pursuant to this provision.
- (f) An operator or vehicle service employee engaged in the instruction of new personnel shall receive fifty cents (\$0.50) per hour premium pay for any time so spent. No more than three (3) trainees may train with one (1) operator at one time.
- (g) Operators assigned to a tripper or extra work in addition to a regular run shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate for actual time worked.
- (h) Extra operators making all reports and completing all assignments will be guaranteed eight (8) hours pay per day per five (5) day workweek. For the purpose

of this guarantee, extra operators will be charged with all hours worked (except accident report time) during such workday. No allowed time shall be counted for the purpose of computing overtime.

- (i) Any operator who works on a Holiday, shall be paid at 1.5 times their regular hourly rate for time worked. This rate does not apply to a minimum call out.

SECTION 3. Misses - Penalties

- (a) Penalties for the missing of runs will be as follows:

- (1) For his/her first miss within thirty (30) days, any operator may be assigned to any work available (on the day of the miss only) at the discretion of the dispatcher.

- (2) For more than two (2) misses within thirty (30) days, any operator will be assigned to the bottom of the extra board for one (1) day.

- (3) Operators missing an assignment must report to the dispatcher -

by 10:30 AM if the miss was before 9:00 AM;

by 1:30 PM if the miss was after 9:00 AM, but before noon;

by 5:00 PM if the miss was after 12:00 noon;

by midnight if the miss was after 5:00 PM.

Failure to report to the dispatcher as above provided will be counted as an additional miss. In no event, however, shall an operator be charged with more than two (2) misses unless he/she agrees to make successive reports and fails to do so.

- (4) Operators receiving four (4) or more misses within thirty (30) days will be subject to disciplinary action.

1st occurrence - 3 day suspension

2nd occurrence - 10 day suspension

3rd occurrence - discharge

- (5) Notwithstanding the aforementioned, any operator who accumulates ten (10) misses in a twelve (12) month period may be discharged.

- (6) A grace period of 59 seconds past report time shall be allowed before charging a miss.

- (7) Any extra board operator, swing run operator, or package operator who fails to report at the proper time, will receive ½ miss provided they physically report within 30 minutes and 59 seconds of original report time. Failure to physically report within 30 minutes and 59 seconds will result in a full miss.

SECTION 4. Charters

Recognizing the promotion of charter service is vitally important to the economic health of any metropolitan transit system, the parties hereto agree that charters shall be paid for and assigned in accordance with Section 1 and 2 of this Article 8 except as otherwise provided in subsection (b) hereof.

- (a) Operators specifically requested by the chartering party at the time the order is placed will be permitted to operate the charter; and operators obtaining charter work through their solicitation will be permitted to operate such charter service. Special party or charter service will be manned by operators from the extra list when available unless a particular operator is specified by the chartering party at the time the order is placed. It is agreed that requests for specific operators will not be honored for service provided to schools, churches, recreation programs, etc., which are obtained through the efforts of METRO's charter department.
- (b) When an operator is assigned to operate overnight service of two (2) days or more, he/she shall be guaranteed eight (8) hours per day. In addition, he/she shall receive a per diem expense allowance of thirty dollars (\$30.00). Expense allowances will be advanced by the Company if requested by the operator. Any on-duty time at the point of destination shall be included in the computation of eight (8) hours daily guarantee. Only "qualified operators" shall be eligible for non-local charter service (charter operating outside the geographical operating territory of the Company). "Qualified operators" shall be those who have actually driven buses for at least ninety (90) days and who have passed the necessary physical examination.

SECTION 5. Vehicle Service Employees and Detailers

- (a) Eight (8) hours per day shall constitute a normal workday and forty (40) hours per week shall constitute a normal workweek. Included in such eight (8) hour day shall be a 30 minute paid lunch for shop and garage employees. The normal weekly work schedule for this Department shall be Monday through Friday, except as provided for below. Effective after February 1, 2012, Vehicle Service employees shall have three (3) signups per year for shifts and assignments. Such signups shall be in four (4) month increments commencing in January of each year.
 - 1. So long as the Company employs fifteen (15) Vehicle Service employees, two employees shall be scheduled from Tuesday through Saturday, as described below. Thirteen (13) employees shall be scheduled Monday through Friday. The two Tuesday through Saturday employees shall each be scheduled for Monday through Friday for half the sign-up and scheduled Tuesday through Saturday for the remaining half of the sign up. If the current number of Vehicle Service employees drops to thirteen (13), employees shall be scheduled to work Monday through Friday. Employees holding the fourteenth (14th) and fifteenth (15th) positions, in descending seniority order for purposes of sign-ups, shall be required to fill in for each other in the event of a long term vacancy.
- (b) All hours worked in excess of forty (40) hours in any work week shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate.

- (c) Overtime payments shall not be duplicated for the same hours worked under any of the terms of this 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 under any other provision of this Agreement.
- (d) All work performed by vehicle service employees on holidays as defined in this Agreement shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate.
- (e) Vehicle service employees shall work overtime as may be necessary to meet business requirements; provided, however, that the Company shall make every reasonable effort to excuse an employee who has a valid reason for not working overtime on a given day. Where possible in selecting employees to work overtime hours, every effort will be made to allocate such overtime opportunity equitably among available employees recognizing that the Company must select an employee who is qualified to perform the available overtime work. Sunday shall be a regular day off for Vehicle Service employees - excluding Detailers.
- (f) Any vehicle service employee scheduled for work who reports therefore and who has not been notified not to report for work shall be guaranteed three (3) hours of work at his/her regular hourly rate, or at the option of the Company, he/she may be sent home and paid for three (3) hours at his/her regular hourly rate unless because of a labor dispute, act of God, or other condition beyond the control of the Company, the Company cannot provide work.
- (g) Vehicle Service employees shall be allowed a thirty (30) minute paid lunch, but shall not be allowed any other breaks during the course of their shift. On the sixth and seventh day worked, vehicle service employees may work through their lunch and leave early, provided they inform the immediate supervisor of their willingness to do so. Permission by the immediate supervisor will not be unreasonably withheld, except in the case of large movements that require 15 or more coaches above the normal sixth/seventh day schedule.
- (h) Any vehicle service employee working a shift scheduled to begin or end between 6:00 PM and 6:00 AM shall be paid a night shift differential of twenty-five cents (\$0.25) per hour.
- (i) In computing hours worked for the purpose of overtime after forty (40) hours and overtime for the sixth and seventh days worked, days not actually worked for any of the following reasons shall be considered as having been actually worked:
 - (1) Death in the employee's immediate family;
 - (2) Paid holiday or vacation days;
 - (3) Days served on jury duty; or
 - (4) Compensable disability within the meaning of the Ohio Worker's Compensation Law.

- (j) The Company will furnish laundered coveralls to all vehicle service employees requiring the same, not exceeding five (5) launderings per week per employee.
- (k) Service employees whose duties involve among other things the fueling, cleaning, sweeping, washing, checking oil, tires, and lights, farebox pulling, and hostling, shifting and parking of buses shall perform any and all such duties assigned without regard to Union membership.
- (l) At no time will the Company schedule a vehicle service employee to work when no other person is on duty.
- (m) A 95% step will be added to the wage progression for employees hired after August 1, 1994. The wage progression for new employees in the vehicle service group will be 80% in the first year, 85% in the second year, 90% in the third year, 95% in the fourth year and 100% thereafter.
- (n) In the event that the number of CNG Buses increases to an amount that would require servicing outside the current normal hours, the vehicle service department agrees to meet with the company and make arrangements to meet the servicing requirements of the CNG Buses within the hours imposed by public utilities.
- (o) All new hires into the vehicle service department after August 1, 2001 will be required to have and maintain a CDL. The company also agrees that any current vehicle service employee who does not have a CDL and is medically qualified and wishes to obtain one will after passing the written portion of the CDL test be trained and tested (or testing provided by the company). In the event that the current vehicle service employee who trains for and does not pass the pre-trip or skills test, he/she shall not be penalized. After the effective date of the contract, all vehicle service employees that hold a CDL will be reimbursed (Article 19, section 17) retroactive to January 1, 2001.

The Company agrees to allow Vehicle Service employees to take annual physicals at their own option. The Company will continue to select the sites where such physicals may be taken, and will continue to pay for the cost of the physical if taken. After the effective date of this Agreement, all new hires into the Vehicle Service Department will be required to take bi-annual physicals.

The Company and Union agree that Vehicle Service employees must continue to take the required annual drug and alcohol testing as previously agreed.

The Company will not pay wages for time spent satisfying this requirement.

- (p) After the effective date of this agreement, the Company shall have the right to hire up to five (5) Detailers whose responsibility will be to do interior scrubs and detailing of METRO vehicles. The shifts and days worked will be determined by necessity of the workload. The normal work week for Detailers will be forty (40) hours. The current fifteen (15) Vehicle Service employees, employed as of the

effective date of this agreement, will be grandfathered from layoff so long as Detailers are employed.

- (q) Detailers will go through a two (2) year wage progression with a top rate of thirteen dollars (\$13.00). Detailers are not covered by Article 10 (Wages) during the term of this Agreement.
- (r) For Detailers, the first year will be \$1.00 less than the top rate per hour and the second year will be \$.50 per hour less than the top rate.

SECTION 6. Temporary Assignments

- (a) Temporary assignment of up to five (5) full-time bus operators (an additional temporary assignment may be utilized in the event that a member of the operations department is off due to a long-term illness or injury) with at least four (4) years of full-time seniority shall be allowed to aid the operations department in handling special events, fill in for vacancies in the operations department, large movements of buses or passengers, help with special projects, i.e., locations of bus stop signs, etc. Customer Service Representatives, SCAT Reservation Clerks and Maintenance Clerks, part or full-time, may work temporary assignments (i.e. work the METRO booth) on scheduled day off or off duty hours. Pay for such work shall be paid at the overtime rate if the assignee exceeds forty (40) hours for the workweek. This work would be signed through a rotating seniority list.
- (b) Temporary assignments would receive training afforded other such employees, and would be subject to performance reviews by the Director of Operations, with input from the Union on a quarterly basis, following completion of training.
- (c) One Temporary assignment shall be limited to 1,000 hours annually. All other temporary assignments will be limited to 500 hours annually per person. Time spent in training to learn the jobs shall not be counted toward the annual hours limit.
- (d) Employees on temporary assignment shall be considered first in any promotional opportunity outside the bargaining unit.
- (e) Work assignments within the temporary assignment classification shall be rotated.
- (f) Operators working within the temporary assignment classification shall be eligible to receive a rate of pay equal to 102% of his/her regular rate of pay (100% of regular rate during training).
- (g) The Director of Operations may at any time remove an employee from a temporary assignment classification for any reason, and shall immediately thereafter post such opening to select a replacement.
- (h) These temporary assignments may begin January 1, 1995 subject to quarterly reviews and agreement for continuation by the parties.

- (i) When a temporary assignee is not assigned to work on the road or in dispatch, then he/she must stay out of the dispatcher's office. When assigned to work a temporary assignment, he/she may have access to the dispatch office one hour prior to assignment time and one hour at the end of the assignment.
- (j) If an operator encounters a problem with an operator on temporary assignment, he/she must report the problem within 24-hours, by incident report to the Director of Operations.

**ARTICLE 9
HEALTH AND SAFETY**

SECTION 1. The Company shall make reasonable provisions for the health and safety of its employees during the hours of their employment. Employees shall comply with established health and safety rules and employees shall immediately report any mechanical defects in the Company equipment of which he/she is aware.

An effort shall be made by the Company to repair road call defects within a reasonable time period.

SECTION 2. Any employee who suffers an injury during the course of employment must, if he/she is able to, report the same to the Company as soon as possible, and in any event, no later than the end of the work day on which the injury occurs.

SECTION 3. The Company may for good cause require an employee, as a condition of continued employment and also as a condition of recall from layoff or return from leave of absence, to submit to medical examinations at the expense of the Company, for the purpose of determining whether he/she is mentally and physically fit for continuation of employment. The Union shall be notified of the name of any employee who refuses to submit to or who is rejected for work as a result of such examination.

SECTION 4. If the employee so requests, the Company's doctor will confer with the employee's doctor regarding the employee's mental or physical fitness for his/her job. If the Company's doctor and the employee's doctor disagree, the dispute may be referred to a medical clinic or neutral doctor selected by the Company and the Union for final determination of whether the employee is fit for his/her job. The fees of the neutral party shall be borne equally by the Company and the Union; the Company shall pay the fees of its doctor and the employee shall pay the fees of his/her doctor.

SECTION 5. The Company agrees to make every reasonable effort to process employee claims for benefits as quickly as possible.

**ARTICLE 10
WAGES**

SECTION 1. Bus Operators. The hourly top rate for the Bus Operators is ~~\$20.27~~ \$23.16, increases shall be as follows:

	EFFECTIVE:	EFFECTIVE:	EFFECTIVE:
	02-01-2012	02-01-2013	02-01-2014
RATE INCREASES	2%	2%	2%

~~A one time payment of \$150.00 will be dispersed for top rate operators and Vehicle Service. Clerical and Specialists will receive \$107.00. SSO Operators will receive \$75.00. All payments will be disbursed depending on wage progression in each category.~~

A one time payment of \$500.00 will be dispersed for top rate operators and Vehicle Service. Clerical and Specialists will receive \$357.00. SSO Operators will receive \$246.00. All payments will be disbursed depending on wage progression in each category.

Effective August 1, 2006, the 3% PERS pickup will be restored for all TWU unit employees.

Operators, hired prior to August 1, 1997, shall be paid an hourly rate equal to eighty percent (80%) of the applicable rate for such employee's first year of employment; eighty-five percent (85%) of the applicable rate during his/her second year of his/her employment; and ninety percent (90%) of the applicable rate during his/her third year of employment. Thereafter he/she shall receive the regular applicable rate, except;

Operators hired August 1, 1997 or after that are not at the top rate shall be paid according to the wage progression as follows:

1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
60% of Top Rate	65% of Top Rate	70% of Top Rate	75% of Top Rate	100% TOP RATE

No incentives or pad time apply for four (4) years.

EBFI operators who are promoted to Bus Operator status will have their EBFI progression converted to the Bus Operator wage progression listed above dependent on their current year(s) of employment.

SECTION 2. A wage adjustment shall be paid based upon sales tax revenues received by the Company. Wages shall be increased 1¢ per hour for every \$35,000 increase in Company tax revenues over the previous year for the first \$500,000 in increases, and 1¢ per hour for every \$50,000 in increases thereafter. This adjustment shall be made utilizing a base year of July 1 to June 30 and shall be paid beginning the first payroll period after August 1 of each year. Any annual decrease in sales tax receipts shall be offset, based upon the same formula against amounts due under this section in future years.

The wage adjustment clause will now be calculated as follows:

.01 FOR EACH 35K-500K
.01 FOR EACH 50K OVER 500K

Effective only for August 1, 2008 and August 1, 2009 the SOLA wage formula will be as follows:

.02 FOR EACH 35K-500K
.01 FOR EACH 50K OVER 500K

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.

If there are any changes to the sales tax rate (percentage); the rate of sales tax collection in effect on August 1 will be used to determine the basis for the SOLA calculation. This rate will also be used to pro-rate the sales tax collections of months where a different rate was in effect. The basis for any pro-rated months will use METRO's actual tax collection when possible. At no time will the SOLA formula be calculated between two different sales tax percentages.

For the initial year only, one-half ($\frac{1}{2}$) of the Summit County's sales tax receipts for the year ending June 1991 shall be compared with one-half ($\frac{1}{2}$) of the Summit County Sales tax receipts for the year ending June 1992 to determine the amount of increase or decrease for the year. Thereafter, both the base year and year of adjustment shall be calculated based upon the Company's sales tax receipts.

SECTION 3. Effective December 2005 and each December thereafter a bonus will be paid on December 15th (if the 15th falls on the weekend it will be paid the following Monday) 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. One half cent 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. Effective only for December 2007, December 2008, and December 2009 the year end bonus will be as follows: One and one half cent per hour for every \$50,000 increase in company tax revenue over the previous year.

ARTICLE 11 LEAVE OF ABSENCE
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SECTION 1. Whenever the efficient operation of the Company's business will permit, an employee upon written request and by the approval of the Union may 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.

- (a) 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.
- (b) For any employee in the National Guard or in the U. S. Armed Forces Reserve who is required to attend summer camp, the Company shall pay the difference between the pay received for such camp duty and the employee's straight time pay based on eight (8) hours per day and for a maximum of ten (10) days.

SECTION 4. Employees who are granted approved leaves of absence as a result of a personal illness, 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 who become partially disabled and cannot perform their regular duties will after providing satisfactory medical evidence of such disability, be placed on indefinite sick leave. The continuation of any such disability shall be certified to the Company by the Union periodically. Any employee on such sick leave will be permitted to engage in other means of earning a livelihood. Should an employee be determined permanently and totally disabled for purpose of disability pension benefits, he/she shall be removed from the seniority list.

**ARTICLE 12
VACATIONS**

SECTION 1. All vacation weeks shall begin on Sunday. The vacation period shall extend from January 1st to December 31st. Vacation entitlements as of January 1, 1995 shall be as follows:

YEARS OF SERVICE	WEEKS OF VACATION
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

SECTION 2. Every effort consistent with the Company's operation will be made to schedule vacations at times suitable to employees and in accordance with seniority. The Company agrees to review the vacation schedule with the Union prior to its posting and agrees to make every effort to increase the number of operators permitted vacations in any week. Ten percent (10%) of the operators on the seniority list as of the December vacation

sign-up shall be allowed to choose vacation time off during the months of June, July, and August, except for any week that school is in session.

SECTION 3. For employees working less than 80% of their scheduled workdays during the previous vacation period, who are employed on January 1, pro rata vacations will be allowed. In the process of determining the workdays, overtime hours shall be considered and added to the base. Such prorata vacations shall be based on the vacation entitlements set forth under Section 1 above. Any employee who is otherwise entitled to and who has not received his/her vacation as provided in this Article shall be entitled to his/her vacation pay. Vacations may be taken to coincide with an employee's National Guard or military reserve service if scheduled at the time of the vacation signup.

SECTION 4. In the event any holiday occurs during an employee's vacation period, he 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 thirty (30) days before the vacation begins. The moving of holiday during a vacation is subject to the following limits: twenty (20%) percent of operators on vacation during any given week may move their holiday to the day before the vacation week begins and twenty (20%) percent of operators on vacation during any given week may move their holiday to the day following that vacation week.

SECTION 5. Vacation pay for hourly-rated employees shall be based on forty (40) hours per week at the employee's regular hourly rate. Upon written request to the Company at least thirty (30) days before beginning his/her vacation, an employee shall be entitled to receive his/her vacation pay entitlement on his/her last working day prior to beginning his/her vacation. All complaints about advance vacation pay shall be directed to and handled by Union representatives.

SECTION 6. Any employee who retires during a given year is entitled to his/her vacation on a prorata basis based on full months worked. Credit for a full month will be based on the employee working at least one-half (1/2) the workdays of said month.

SECTION 7. Any employee who would otherwise be entitled to receive an additional week of vacation on his/her anniversary date will receive such additional week.

SECTION 8. Two (2) vehicle service employees may be off on vacation during any week of the calendar year, provided the Company has the right to utilize part-time operators in place of any vehicle service employee off duty on vacation, long-term sick card or military leave.

This provision is limited to no more than two (2) part-time operators working at one time in vehicle service positions. Work is to be assigned as a hold-down from the part-time list, and is restricted to day work only (12:01 AM to 5:00 PM). Any part-time operator may return to the part-time list without penalty.

No part-time operators will be utilized as specified herein until full-time vehicle service employment equals twelve (12) employees.

Operators and vehicle service employees may elect to take one (1) full week of vacation a day at a time during the vacation year, provided notice of such is made to the Company by the employee at their annual vacation signup. A notice of intent must be given by October 1 of the previous year.

SECTION 9: Any employee may designate his/her vacation allotment into one (1) of the following options:

1. Deposit up to any number of allotted vacation weeks, except one (1), into an authorized Deferred Compensation Program.* The (or one of the) remaining week(s) may be scheduled during vacation sign-up one-day-at-a-time.
2. Cash pay out (2 week maximum) to be paid in second (2nd) paycheck in January.
3. Cash pay out of one (1) week with one (1) week designated as a day at a time.
 - (a) The Company shall make every reasonable effort to allow employees to take such days off, provided the employee gives the dispatcher, or Director of Maintenance at least twenty-four (24) hours notice of such request. This notice must be in writing and date stamped by the Dispatcher.
 - (b) Any vacation days not used by the employee by the end of the vacation year shall be paid by the Company at the employee's regular rate of pay.
4. One (1) full week taken a day at a time.
5. Vacation may be banked in one (1) or two (2) week increments.
 - (a) Vacation week(s) will be banked at hourly pay rate as of vacation sign-up.
 - (b) May be carried over only one (1) year.
6. None of the above.

If a notice of intent to utilize options 1 - 5 above is not given by October 31 of the previous year, then option 6 shall apply.

* Total annual contributions to the Ohio Public Employees Deferred Compensation Program may not exceed annual legal contribution limit. Other authorized Deferred Compensation annual contributions limits may vary.

SECTION 10. Prior service credit with the State of Ohio or any of its political subdivisions falling under Ohio Revised Code Section 9.44 shall not be allowed, and will not be taken into account when calculating vacation entitlement under the terms of this Agreement for extra board fill-in or full-time employees hired after April 1, 1992.

**ARTICLE 13
HOLIDAYS**

SECTION 1. For the purposes of this Agreement, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the employee's birthday (optional floater) shall be considered holidays. In addition, an employee may select four (4) personal leave days subject to scheduling requirements. Employees may take a day's pay in lieu of a personal leave day.

- (a) Employee's birthday may be designated as an optional floater at the time of vacation sign-up. If not designated as a floater, your birthday must be taken on the actual date of birth. Birthdays designated as optional floaters will be treated in the same manner as a personal leave day. Birthdays of operators hired once vacation sign-up is completed will automatically be designated as an optional floater. Operators hired after their birthday are not eligible for the birthday holiday that calendar year of hire.
- (b) Four (4) personal leave days may be used as one-half (1/2) days off as scheduling allows. The payment of one-half (1/2) personal leave day may not be used in lieu of time off. Scheduling for these days will remain as currently practiced under the Personal Leave Agreement Policy. An operator must trade his/her scheduled assignment for an AM or PM tripper when requesting a one-half (1/2) personal leave day. When manpower allows, working an AM or PM tripper may not be required. One-half (1/2) personal leave day will pay four (4) hours.
- (c) METRO guarantees a maximum of three slots to be used for personal leave or vacation days per day. Birthdays not designated as an optional floater take priority on the three guaranteed slots.

Employees will receive six (6) personal leave days of which two (2) of the personal leave days are to be taken on the day after Thanksgiving and/or Christmas Eve, if not scheduled to work. Employees scheduled to work on any of these days will be paid at straight time, and the unused personal leave days can be scheduled anytime thereafter subject to scheduling requirements.

Employees (except Article 23 Operators) will receive a personal leave day to be taken on Martin Luther King Day, if not scheduled to work. Employees scheduled to work on this day will be paid at straight time, and the unused personal leave day can be scheduled anytime thereafter subject to scheduling requirements.

Employees who work the day after Thanksgiving, Christmas Eve, and/or Martin Luther King Day, if available, may request to be paid for any of these days in any pay period following these days.

The procedure utilized to fill the reduced scheduled Holiday service for the day after Thanksgiving, Christmas Eve and Martin Luther King Day will be as follows:

- (a) The most senior operators will be given the first opportunity to work these days and must declare their intent to work one or both of these days by October 31.
- (b) The remaining assignments will be filled with the bottom of the seniority list.
- (c) If an Operator is forced on the extra board on Christmas Eve and has to work past 9:00 PM the day before Christmas Eve, he or she has the right to submit a work late slip. The work late slip will apply in all situations except for non-extra board operators who select a run on the extra board. Regular extra board Operators will not be penalized under this agreement.

SECTION 2. All permanent employees who hold seniority under this Agreement (except when on layoff or leave of absence) shall be entitled to holiday pay based on the employee's regular hourly rate and normal schedule provided:

- (a) He/She must have worked all scheduled hours his/her last scheduled work day prior to and his/her first scheduled work day following the holiday unless, he/she is on vacation, jury duty, funeral leave, or scheduled personal leave day.
- (b) Operators or Vehicle Service employees who miss or report tardy the day before or the day after a holiday will be allowed a ten (10) minute grace period in addition to the fifty-nine (59) second late rule to report without suffering loss of holiday pay. Furthermore, any employee who receives eight (8) hours of pay after making a miss or tardy shall also not suffer loss of holiday pay.

SECTION 3. 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.

SECTION 4. As of August 1, 1997, four (4) of the six (6) personal leave days shall be prorated. Employees must acquire 80% of the working hours for each quarter prior to August when personal leave days are to be awarded. Personal leave days are to be taken from August 1 through July 31.

QUARTER 1	August	September	October
QUARTER 2	November	December	January
QUARTER 3	February	March	April
QUARTER 4	May	June	July

Overtime hours shall be used for the purpose of this calculation. For the purpose of this calculation the quarters shall begin August 1 of each year.

**ARTICLE 14:
JURY DUTY - FUNERAL LEAVE**

SECTION 1. Any employee who is absent from work due to jury service will be paid the difference between his/her jury duty pay and eight (8) hours' pay at his/her regular hourly rate, if the employee provides proof of jury service and pay.

SECTION 2. Any employee who is absent from work during the normal workweek because of death of his/her mother, step-mother, father, step-father, spouse, brother, sister, child, current father-in-law, current mother-in law, current brother in law and sister in law, current grandmother-in-law, grandmother, current grandfather-in-law, grandfather, grandchild, half-brother, and half-sister shall be paid for time lost by reason of such absence up to a maximum of three (3) days, one of which must be the day of the funeral and the other days must immediately precede or follow the day of the funeral.

The current practice is to allow funeral leave contiguous to the employee's day off if the funeral falls on the scheduled day off. The leave can be taken either immediately before, immediately after, or it may be split across the day off.

The following are examples of possible situations:

1. Employee is scheduled off on Saturday and Sunday.
The funeral is on Saturday.

The employee may take either:

Monday, Tuesday, and Wednesday, or Wednesday, Thursday and Friday before the weekend, or Friday, Monday and Tuesday, or Thursday, Friday and Monday.

2. Employee has a weekday scheduled off. The procedure used above will be applied.
3. This procedure is not applied to those employees off on vacation.
 - (a) Pay for such absence shall be based on the employee's regular hourly rate and normal schedule.

**ARTICLE 15
HOSPITALIZATION, SURGICAL, AND WELFARE**

SECTION 1. Effective January 1, 2010 the Company shall provide a traditional insurance plan. 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.

The plan will be subject to the following cost control elements:

- (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.

Effective January 1, 2010 the employee will be required to pay a premium co-pay of 0.5% of the base hourly rate (based on 80 hours per pay). Co-pay to be adjusted annually every January thereafter. If an employee does not receive a paycheck or is on Sickness & Accident pay their premium co-pay shall be held in abeyance and all past premium co-pays shall be paid upon returning to duty or leaving the Company. 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 2. The Company shall offer an approved Health Maintenance Organization (EPO) as an alternative to the traditional plan noted herein which shall provide coverage similar to the traditional plan. A \$15.00 co-payment will apply to any and all doctor/office visits. The Company will reimburse employees for the \$20.00 co-payment for Mental Health/Substance Abuse outpatient visits. There will be a \$100.00 per visit co-payment for ER visits.

Effective January 1, 2010 the employee will be required to pay a premium co-pay of 2.5% of the base hourly rate (based on 80 hours per pay). Co-pay to be adjusted annually every January thereafter. If an employee does not receive a paycheck or is on Sickness & Accident pay their premium co-pay shall be held in abeyance and all past premium co-pays shall be paid upon returning to duty or leaving the Company. 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, effective March 1, 2005, will provide sickness and accident insurance benefits of \$325 per week for a maximum of thirteen (13) weeks in a 12 month period. Said sickness and accident benefits shall pay first day accident, hospital; or outpatient and sixth day sickness. When an employee completes 13 consecutive weeks receiving sickness and accident benefits, the 14th through the 26th weeks shall be paid at \$165.00 per week.

SECTION 4. The Company will continue the insurance coverage provided under Section 1 above for employees on leave of absence, but in no case longer than the first thirty (30) days of such leave of absence.

Effective with medical leaves beginning on or after year two of the Agreement (i.e. August 1, 2005), medical coverage will continue for up to eighteen months, rather than for two years. This does not affect anyone on a medical leave that commences prior to August 1, 2005. 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.

SECTION 5. 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.

The Company will also 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 6. A brochure from the insurance carrier showing the breakdown of the coverage will be provided.

SECTION 7. The Company, effective March 1, 2005, 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 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.

SECTION 8. The Company will provide a Section 125 medical reimbursement plan for employees wishing to participate in such a plan, beginning January 1, 1992.

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 it's 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.

SECTION 11. Effective January 1, 2013, the Company will provide reimbursement for an employee that has a membership in a gym, fitness center or equivalent facility. Reimbursement will be up to \$500 of the actual cost per calendar year with employee providing documentation for fee(s) paid and that they have used the membership for more than 100 days per year. METRO shall provide an agreed upon form to be used as verification of participation.

**ARTICLE 16
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. All employees hired after July 1, 1997 shall be entitled to receive non-contributory life insurance upon retirement, based on years of service according to the table below.

YEARS	DOLLARS
1 year but less than 5 years	\$500.00
5 years but less than 10 years	\$1,000.00
10 years but less than 15 years	\$2,000.00
15+ years	\$3,000.00

Employees hired prior to July 1, 1997 who retire after August 1, 1997 shall be entitled to \$3,000 of non-contributory life insurance.

SECTION 3. At retirement, employees may maintain the level of life insurance that they had as an active full-time employee at their own expense. Conversion forms are available from the Human Resources Department.

**ARTICLE 17:
PENSIONS:**

SECTION 1. 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.

**ARTICLE 18:
MANAGEMENT RIGHTS:**

SECTION 1. Except as herein expressly qualified, the Company retains the exclusive right to manage its business, operation, and affairs and to direct the working force. Prominent among such unqualified rights, although by no means a wholly inclusive list thereof, are the following: to hire and maintain order and efficiency; to discharge for proper cause; to discipline; to adopt and enforce working rules; to determine the general method of operating its business; to establish customer service and public relations policies; to determine the business hours and location of its establishments and operations under this Agreement; to effectively direct its employees; to establish the number of shifts; to relieve employees from duty for lack of work and other legitimate reasons; to fix the standard of work; the assignment and transfer of personnel and working hours thereof; to determine the necessity for overtime work; and to improve efficiency.

SECTION 2. Failure of the Company to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this Agreement.

**ARTICLE 19:
MISCELLANEOUS:**

SECTION 1. The Company shall provide bulletin space, no less than 3' X 5' in size, in an appropriate location, the use of which by the Union shall be limited to notice of meetings, Union elections, and activities and such other notices or bulletins as may be approved by the Company, which approval shall not be unreasonably withheld.

SECTION 2. The Union agrees that the Company has the right to make and enforce such rules and regulations as it deems necessary to assure the safe and orderly performance of its operations; provided, however, that such rules and regulations shall be promulgated

after consultation with the Union and shall not abridge the employee's rights under this Agreement.

SECTION 3. All Company employees and retirees and their spouses shall be entitled to free transportation on all buses operated in regular transit service by the Company. Evidence of this privilege shall be provided in pass form or other convenient form.

An annual picture pass, if requested, will be provided for each child of an employee at no cost. This would be available until the employee's child reaches the age of 18 if not in school, or age 23 if still in school.

SECTION 4. The Company agrees to make payroll deductions, without poundage being assessed, for the credit union, United Way, union fees, life insurance, U. S. Savings Bonds, and court ordered deductions (with respect to the garnishment policy). No other deductions will be permitted without agreement between the Company and the Union.

SECTION 5. This agreement, together with its exhibits, constitutes the only agreement between the parties hereto and no previous addendums, memorandums, understandings or practices, whether written or oral, shall be binding upon either party.

SECTION 6. The Company shall, semi-annually, attempt to locate suitable sanitary facilities on all of its scheduled routes. An updated list of available locations will be posted on the bulletin board.

SECTION 7. The annual uniform allowance is \$250.00 per year.

Each operator shall be issued a purchase order to the authorized uniform supplier. The allowance shall be made in January of each year of this agreement. The allowance is to be used for the purchase of authorized uniform items only. The purchase order is only valid for ninety (90) days, so orders must be placed as soon as possible after the allowance is made. Any unused portion of the allowance is lost. Any purchases in excess of the above stated amounts are the responsibility of the operator.

All new operators shall be issued 3 pants, 3 shirts, 1 jacket and liner, and 1 baseball cap. Replacement items, however, shall be issued to such new operators only when replacement items are issued to all other operators (in no event, however, earlier than nine (9) months from the date of hire with respect to pants and shirts.

It is agreed that if an employee appears for work in a worn or untidy uniform, he/she shall be warned. If he/she appears for work a second time within a twelve (12) month period in a worn or untidy uniform, he will be suspended for one (1) day. Subsequent violations within a twelve (12) month period shall subject the employee to more severe discipline.

For an Operator with less than nine months service, the annual uniform allowance will be prorated based on hire date and the date of the purchase order.

SECTION 8. Any disciplinary action taken by the Company that has been made a matter of record in an employee's file will not be invoked against the employee in the event of any

subsequent discipline, provided such prior disciplinary action has occurred in excess of 24 months prior to such subsequent discipline. This section does not apply to positive results under the company's drug and alcohol policy, which will be taken into account beyond 24 months.

SECTION 9. No complaint against any operator or trainee will be placed in his/her file until the operator or trainee is given notice of and an opportunity to respond thereto, either orally or in writing. Such notice to be given to the employee within ten (10) working days of the event and the operator will acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to the copy to be filed. (Such signature shall represent review of the complaint only.)

SECTION 10. Those who work Sunday as their regular scheduled day will be paid at straight time. The company will make every effort to maximize the opportunity for two (2) consecutive days off, during the week, for those who work Sunday as part of their regular schedule.

SECTION 11. Operators who are required to work service past Midnight will be paid at their regular hourly rate for time worked. Any service operating past midnight will be part of a straight eight hour run, a swing run not to exceed a ten (10) hour spread, or packaged trippers not to exceed a twelve (12) hour spread. In the event an extra board operator draws an assignment that works service after midnight, that operator may exercise the work late provision of the Labor Agreement.

SECTION 12. Job duties and responsibilities of vehicle service employees shall include the locking up of buildings and setting of alarms for the same.

SECTION 13. The Company agrees to allow the Union to use the first floor conference room to conduct Union Elections.

SECTION 14. Bus Operators, Vehicle Service or Clerical employees attending safety/operations meetings will be paid a minimum of one (1) hour pay at their regular rate of pay.

NOTE: This does not include the volunteer safety committee meetings.

SECTION 15. Preventable Accident Committee:

The Company shall determine and notify the employee and Union of any preventable accident. The Union shall notify the Company within ten (10) working days from the Company's notification of a preventable accident of its (the Union's) intention to appeal to the Preventable Accident Committee (PAC).

The PAC shall consist of one (1) Union official, one (1) Company official, and one (1) impartial party.

The impartial party is to be determined from a list of three (3) persons, with the Union striking first. Cost of the impartial party is to be shared equally between the Union and the Company.

The impartial party must be a qualified active or retired law enforcement officer with traffic division experience.

The PAC shall meet at mutually convenient times and dates.

The company shall notify employee of Preventable accident within ten (10) working days. Additional time may be granted for unforeseen reasons (i.e. vacations, short term absences, accidents that may require extensive investigation) with agreement from PAC union representative. Failure to notify the employee within 10 working days will automatically qualify the accident as non-preventable.

SECTION 16. The Company shall reimburse operators for the purchase or renewal of the commercial driver's license once due. The rate of reimbursement will be \$25 with no receipt or actual cost paid with a receipt. This provision is retroactive to January 1, 1997. The Company will not reimburse an operator for replacement licenses, which have been lost, stolen or mutilated. New operators will be reimbursed after they have completed their probation period. Testing fees are not included.

SECTION 17. Effective March 1, 2005 employees shall be required to recertify for FMLA every three months.

SECTION 18. Paychecks will be issued bi-weekly on Fridays.

SECTION 19. Any Employee cited for an OVI shall not be permitted to work until resolved.

SECTION 20. In addition to all current attendance policies, effective on the day after this agreement is ratified, any full occurrence/Sick Card (each full occurrence/Sick Card limited to three (3) months maximum) shall be reviewed under a second attendance standard. This standard is in addition to all current attendance policies (Vehicle Service, Bus Operator, Office Personnel) and does not change any current attendance policies.

For purposes of the second attendance standard, any attendance policy that includes one-half occurrences, two one-half occurrences will be construed to equal one occurrence. If any TWU bargaining unit member has accumulated twenty-four (24) occurrences/Sick Cards in a thirty-six (36) month rolling period, beginning on the day after ratification of this Agreement, the TWU bargaining unit member shall be discharged. A TWU bargaining unit member who accumulates twenty-four (24) occurrences/Sick Cards in a thirty-six (36) rolling period under the second attendance standard is not entitled to a last chance agreement.

ARTICLE 20
EXTRA BOARD FILL IN POSITION

Section 1. It is agreed that Articles 1, 2, 3, 4, 5, 6, 7, 8 Section 3 (a)(3-6), Section 6 (j); Article 9, 10 Section 1 (as modified), Section 2 and Section 3, Article 11 all minus Section 3b up to lost wages; Articles 15 (as modified), Article 17,18,19 all but Section 12 and Article 24 shall be applicable. The remaining provisions of the Collective Bargaining Agreement shall not govern these employees. This section controls if there is a conflict between the terms of this Memorandum and the applicable Articles set forth above.

Section 2.

- (a)** This position would eliminate the part-time operator position as we know it. The EBFI would be able to sign a tripper or trippers at a sign up. The total pay time for the signed trippers shall not exceed thirty (30) hours per week.
- (b)** EBFI operators shall not be paid for any other minimums or guarantees.
- (c)** Should a signed tripper be vacant because of the absence of the EBFI operator, that tripper(s) shall be placed on the extra board rotation to be filled.
- (d)** EBFI operators shall be eligible for two (2) paid personal leave days per year. Pay for the personal leave time shall be equal to the total daily hours of the EBFI operator's signed trippers, during the sign up that the personal leave day is taken.
- (e)** EBFI operators who are scheduled to work more than 20 hours per week are eligible for medical coverage as described below.
 - 1)** Medical coverage for eligible EBFI operators shall be a choice of the medical plan the employer provides (single or family plan) plus dental, optical and prescription coverage.
- (f)** For EBFI operators who work more than twenty (20) hours weekly, the hourly rate for EBFI shall be 70% of the operator's regular rate for employee's first year of employment, 80% of the operator's regular rate during his/her second year of employment; and 85% of the regular rate during his/her third year of employment. Thereafter, the EBFI operator shall receive 90% of the regular rate.
- (g)** When an EBFI operator is promoted to the full-time seniority list, he/she shall move into the normal wage progression for that position. He/She shall be credited with service time accrued as EBFI for purposes of determining where he/she should be placed in the wage progression as a full-time operator.
- (h)** EBFI operators shall be eligible for the wage adjustment clause described in Article 10, Section 2 of the Labor Agreement.
- (i)** For EBFI operators who work twenty (20) hours or less, the hourly rate shall be equal to the normal wage progression mentioned in (h). These operators will be restricted to signing Board of Education (B.O.E.) contract service. Should contract service be cancelled, these operators will be eligible to sign line service trippers.

- 1) Retired METRO operators, who are eligible, may apply for the position of Retired Fill In (RFI). No more than 10 RFI operators may be employed at any one time. All conditions listed in subsection (l) above apply, with the exception of eligibility to sign for line-service trippers. Selection for this position will be based on an interview process.
- (j) All current employees, as of August 1, 1994, will remain in their current wage progression.
 - (k) Beginning January 1, 1998 current EBFI operators who choose to remain as such shall be afforded the opportunity to bank their own money in order to finance up to two (2) weeks of unpaid vacation time, which shall be subject to Operations Department scheduling requirements. These employees will sign after the full-time vacation sign-up. Once vacation is signed, operator must take off the scheduled time.
 - (l) Effective 01/01/98, all existing EBFI operators shall have the opportunity to make the following moves:
 - 1) Maintain current EBFI status; or,
 - 2) Declare by 10/01/97, intent to become full-time operator at normal wage progression in Article 10, Section 1, Paragraph 1.
 - (m) No new EBFI operators will be assigned after this date and the position will be eliminated over time by attrition.

<p>ARTICLE 21 SPECIAL SERVICE OPERATORS ("SSO")</p>
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Section 1. It is agreed that Articles 1, 2, 3, 4, 5, 6, 7, 8 Section 1 (a), (b modified),(f modified), (k), Section 2 (b modified),(e modified), (f), Section 3 (a)(3-6), Section 6 (j); Article 9, 10 Section 2 and Section 3, 11 all minus Section 3b up to lost wages; Article 14, 15 (as modified), 16, 17, 18, 19 all but Section 12 and Article 24 shall be applicable. The remaining provisions of the Collective Bargaining Agreement shall not govern these employees. This section controls if there is a conflict between the terms of this Memorandum and the applicable Articles set forth above.

In the event service can be designed to provide shuttles within major retail areas, the University of Akron Loop and downtown loop service that is funded by resources that do not require the collection of fares, Special Service Operators (SSO) shall be employed to perform that service. Other new service that is contracted to provide service funded by resources that do not require the collection of fares, shall also be performed by Special Service Operators. No current service performed by the full-time operators will be adjusted to conform to SSO parameters, with the exception of service provided to the Chapel. The new service should be contracted for no less than two (2) consecutive months in length of time in order for SSOs to be utilized. Additionally, SSO's shall be permitted to collect fares on trips utilizing vehicles that do not require that a driver have a

Commercial Drivers License ("CDL"), so long as the use of such SSO's does not reduce any current SCAT runs (which is a total of 279 daily SCAT hours. Special Service Operators (SSOs) will be paid only for hours worked. SSO's will have the same medical benefits as EBFI operators. They shall be eligible for four (4) personal leave days per year. Pay for the personal leave time shall be equal to the total daily hours of the SSO's signed work, during the sign up that the personal leave day is taken.

The maximum amount of operators that may be employed in this category shall be 10% of the total number of full-time operators or 20, not to exceed 20. SSO's shall not be allowed to work line or charter service. Regular operators who work this service to fill a vacancy shall be paid at their regular hourly rate.

The hourly top rate for SSO Operators is \$11.41, increases shall be as follows:

Effective date of contract	\$13.00
February 1, 2012	2.00%
February 1, 2013	2.00%
February 1, 2014	2.00%

Special Service Operators shall be eligible for the wage adjustment clause described in Article 10, Section 2 and Section 3 of the Labor Agreement.

- (a) Should a position of full-time operator become available, EBFI & SSO Operators will be given the first opportunity to apply for the position. Selection will be based on driver performance as an EBFI & SSO Operator as determined by the Company and seniority. Where qualifications are equal, seniority will prevail and the EBFI or SSO Operator would move into the applicable wage progression based on the date of hire under Article 10, Section 1. In the event that the Company determines that none of the part-time applicants applying for the position are qualified, it shall have the right to hire new full-time employees without experience.
- (b) In the event of a layoff of a regular full-time operator, the regular operator at the bottom of the full-time seniority list will have the option (which must be exercised within three working days of notice of layoff) to move to the top of the SSO list and assume position in accordance with this Article or take a layoff. In recalling full-time operators those with the most seniority will be recalled first.
- (c) In the event of a layoff of EBFI & SSO operators, it shall be accomplished in accordance with seniority with the least senior operator being laid off first. Such employees also will be recalled based upon seniority.
- (d) EBFI & SSO operators shall have full rights to utilize the grievance procedures (as set forth in Article 5) as it applies to EBFI & SSO bus Operators.

Section 2. METRO may implement a new dial-a-ride service in less densely populated areas in northern and/or southern Summit County (excludes Akron, Barberton, Fairlawn

and Cuyahoga Falls) during the term of this Agreement. In that event, the parameters of the program will be as follows:

- (a) Services may be provided up to 7 days per week/24 hours per day.
- (b) Up to 15 additional SSO employees may be hired, over and above the 20 SSOs referenced above. All SSOs working in the dial-a-ride program are subject to wages, benefits and other terms and conditions of employment set forth in Article 21.
- (c) During the period of this program the 10% limitation upon the number of total SSOs shall not apply.
- (d) If the program reaches or exceeds 35 employees, the maximum number of employees may be increased by 10; the maximum number of employees may thereafter be increased by an additional 5.
- (e) A satellite station may be established. In that event the parties will meet to bargain compensation issues related to positions assigned to the satellite station.
- (f) Town Center routes serving areas of the dial-a-ride service will not be reduced below 112 hours of daily service.
- (g) Recognizing this is a demonstration service, the parties agree the first year after the start of the service is a trial period.
- (h) If, after the trial year, a full-time operator wants to bid on an open SSO position, he/she may do so when the position is declared open by the Operations department and a bid period ensues.
- (i) A regular driver may bid on a vacant SSO position in the new program only after the program has been in existence for one year.
- (j) For a full-time operator who bids and is awarded an SSO position under this program, his/her full-time seniority number will be frozen unless or until he/she decides to return to the full-time regular driver ranks should there be an opening. While in the SSO category, the individual is governed by the terms and conditions of this section and must stay in the classification for a minimum of one year. After that year, he/she may bid back to a full time position should one be available. A full-time operator may bid into and out of the SSO classification a maximum of two times during their employment at METRO.
- (k) The area of service excludes Akron, Barberton, Fairlawn and Cuyahoga Falls.
- (l) In the event the program is discontinued, the number of SSOs shall revert to the number in effect at the time of this program was implemented.

ARTICLE 22
OFFICE PERSONNEL

SECTION 1. Full-time job classification seniority shall prevail within the office personnel classifications with more than one employee within them, when an opening is posted.

In order to determine seniority for vacation and hours sign-up, the seniority list will be based on employee's date of hire.

When a full-time clerk position is posted and a part-time job classification of clerk applies for the open position, they shall be promoted, as long as they meet the following:

- 1) In their attendance file (for unexcused absences and tardies) there must be only verbal warnings or less in the last twelve (12) months, and**
- 2) Must have no more than three (3) verifiable customer concerns in the last twelve (12) months.**

SECTION 2. Office personnel shall be on a single seniority list. Their seniority cannot be utilized to bid, displace or otherwise affect employees within the operator and vehicle service classifications.

SECTION 3. No more than 40% of the employees within the office personnel job classification shall be part-time. Part-time is defined to include those employees regularly scheduled to work thirty (30) or less hours per week. Part-time employees shall not be unreasonably scheduled to have excessive fluctuation between workweeks during a pay period.

SECTION 4. Overtime shall be paid after an employee works more than forty hours in a workweek. Overtime must also be paid to full-time employees for Saturday hours except where there is mutual agreement between the employee and the manager. Part-time employees need not be paid overtime for Saturday hours.

SECTION 5. It is agreed that Articles 1, 2, 3, 4, 5, 6, and 7 (modified by the language in this Article), 9, 10; Sections 2 and 3; 11, 12, 13 (except section 1 a & b), 14 (as modified), 15 (as modified), 16, 17, 18, 19 Sections 1-5 and 8-10, 14, 17, 18, 20 and Article 24 only shall be applicable to the office personnel, but the remaining provisions of the Collective Bargaining Agreement shall not govern the office personnel. Article 22 controls if there is a conflict between the terms herein and the applicable Articles set forth above.

SECTION 6. Office personnel shall receive sickness and accident benefits in accordance with Article 15, Section 3 except that benefits shall be paid at 50% of the employee's regular wage for a maximum of twenty-six (26) weeks.

SECTION 7. There are four classes of jobs within the clerical classification: Specialist, Clerk, Maintenance Clerk and Work-at-home:

- (a) **Specialists take all calls including general information, reservations and return trips; deliver schedules, staff walk-up windows, and make ticket and pass consignments.**
- (b) **Clerks take only information calls and staff walk-up windows**
- (c) **Maintenance Clerk - Current office and maintenance department practices (as of 1/25/93 may be maintained except as expressly modified in this Memorandum of Agreement.**
- (d) **Work-at-home take information calls only.**

SECTION 8. Wages: Top wage for each of the Office Personnel categories are as follows:

Specialist	\$16.56 (as of 8/1/2011)
Clerk	\$1.25 below top rate
Maintenance Clerk	\$1.25 below top rate
Work-at-home	\$2.50 below top rate

Pay increases:

February 1, 2012	2.00%
February 1, 2013	2.00%
February 1, 2014	2.00%

Employee's subject to Article 22 shall be paid an hourly rate equal to eighty percent (80%) of the applicable rate for such employee's first year of employment; eighty-five percent (85%) of the applicable rate during his/her second year of his/her employment; and ninety percent (90%) of the applicable rate during his/her third year of employment. Thereafter he/she shall receive the regular applicable rate.

Effective August 1, 2006, the 3% PERS pickup will be restored for all TWU unit employees.

SECTION 9. Current office and maintenance department practices (as of 1/25/93) may be maintained except as expressly modified in this Memorandum of Agreement.

SECTION 10. Any full-time Specialist working as Liaison shall be paid one (\$1.00) dollar per hour differential for actual hours worked.

SECTION 11. The Company has the option of allowing office personnel to work directly from their homes to answer customer inquiries using computer equipment provided by the Company. The scheduled hours of work are to be determined. The Company is to incur the cost of the initial set-up of the equipment and the maintenance of the equipment.

SECTION 12. Effective January 1, 2002, full-time office personnel will have a thirty (30) minute paid lunch.

SECTION 13. All new hires after August 1, 1997 shall be required to work Independence Day at straight time. They will have a personal day to be taken in lieu of the holiday, which must be used within thirty (30) days of each holiday respectively. In the event that the Company institutes regular customer service on Sunday, office personnel hired after August 1, 1997 will be assigned to work and every reasonable effort will be made to provide two (2) consecutive days off.

SECTION 14. In the event the Visitor's Bureau contracts with METRO as a downtown site, office personnel shall be trained and the company shall discuss any premium payments with the Union at that time.

Section 15. Effective January 1, 2002, part-time office personnel will be provided medical coverage consisting of hospitalization, vision and dental. No prescription coverage will be provided. If requested, family coverage will be provided but the employee will be required to pay the difference between the company's cost of single and family coverage.

Section 16. Starting in 2005 and every year thereafter, customer service specialist and clerks will have two (2) signups a year. (January/June). The company may hold additional signups if necessary.

Section 17. All part time employees under this article will be entitled to funeral benefits based on their scheduled work hours. As outlined under Article 14 Section 2.

**ARTICLE 23
2001**

Operators currently subject to article 23 and any new full-time Operators are subject to the conditions contained within Article 23 (2001) effective August 1, 2001.

SECTION 1. It is agreed that Articles 1, 2, 3, 4, 5, 6, 7, 8 Sections 1a, f, g, h, j (minus 4 hours pay), k, l, m, n, o, p; Sections 2b,c (minus 2 hours pay), e, f; Section 3, and Section 6j; Article 9, 10, 11 all minus Section 3b up to lost wages; Article 12, Sections 1, 2, 3, 4, 5 (change 40 hours to 35 hours); Sections 6, 7, 9, 10 Article 13, Article 14 Section 1 to reflect lost wages; Section 2; Articles 15,16,17,18,19 all but Section 12; and Article 24 shall be

applicable. The remaining provisions of the Collective Bargaining Agreement shall not govern these employees. This section controls if there is a conflict between the terms of this Memorandum and the applicable Articles set forth above.

SECTION 2. Operators under this article making all reports and completing all assignments will be guaranteed thirty-five (35) hours per week per five (5) day workweek. For the purpose of this guarantee, these operators will be charged with all hours worked (except accident report time) during such workweek. Overtime computation shall be based on hours worked in excess of forty (40) per week. No allowed time shall be counted for the purpose of computing overtime. Maximum number of Operators in this Article will be sixty (60).

SECTION 3. These Operators will be subject to working assigned packages with combinations of eight-hour runs, trippers (which do not total eight hours), and assigned days off. Packages shall not consist of SCAT runs, BOE trippers or weekday straight 8 runs. These packaged assignments shall be offered to all full time Operators in accordance with seniority. These packaged assignments will pay a minimum of thirty-five (35) hours or actual hours worked, regardless of seniority of Operator. If a full time Operator is forced to sign a package they will maintain their eight hour daily guarantee. Maximum number of packages will be fifty (50).

A limited number of packages will consist of a four day workweek.

**ARTICLE 24
DURATION**

SECTION 1. The effective date of this Agreement shall be August 01, 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, and from year to year thereafter unless either party shall at least sixty (60) days but not more than seventy-five (75) days prior to the expiration date of any anniversary thereof, 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. 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.

THIS CONTRACT IS EFFECTIVE FROM 08/01/2011 THROUGH 07/31/2014 FOR A THREE (3) YEAR TERM.

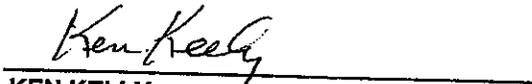
IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be executed by their duly authorized officers this 24th day of January, 2012.

TRANSPORT WORKERS UNION, LOCAL #1

METRO REGIONAL TRANSIT AUTHORITY


BERNIE A BURKETT
PRESIDENT


ROBERT K. PFAFF
EXECUTIVE DIRECTOR/
SECRETARY-TREASURER

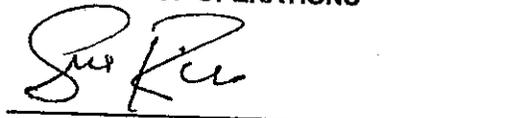

KEN KELLY
VICE PRESIDENT


DEAN J. HARRIS
DIRECTOR OF FINANCE

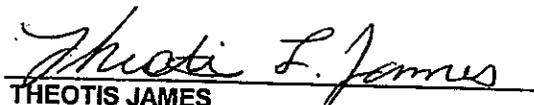

RICHARD SPEELMAN
SECRETARY/TREASURER


CHARLES R. RECTOR
DIRECTOR OF OPERATIONS


KEVIN HOPSON
EXECUTIVE BOARD MEMBER


SUE RICE
DIRECTOR OF HUMAN RESOURCES


JOHN ANDERSON
EXECUTIVE BOARD MEMBER


THEOTIS JAMES
TWU INTERNATIONAL, REPRESENTATIVE

SIDE LETTER 1

This letter is to confirm the Agreement reached in collective bargaining negotiations with respect to privatization as it relates to Article 1, Section 1, governing the Scope of Agreement. The issue of whether a private contractor would be utilized to provide new service countywide and to meet the requirements of the Americans with Disabilities Act (ADA) was discussed at length. Eventually a compromise was reached that does not necessitate the changing of existing contractual language, but does require that our Agreement on this issue be outlined.

It was agreed that new routes established for countywide service, as a result of passage of METRO's levy in November 1990 will be operated by members of the Transport Workers Union, Local #1, pursuant to the Labor Agreement between the parties. This will be bargaining unit work from the date of its inception.

It was also agreed that the Company would put out for bid some demand service necessitated by the passage of the Americans with Disabilities Act. This service will be limited to time periods not currently served by SCAT service, namely early morning, evening and Saturday demand service. The new service provided during these limited hours will not be comparable to our current SCAT service, i.e., older adults will not be carried, but instead, only those individuals who are ADA-certified will be transported. We would anticipate that the taxi cab companies, in addition to contracting for their current service, would also handle the new contracted out service, although this would be put out for open competitive bidding for any qualified private contractor to bid.

No employees currently operating SCAT service will be adversely affected. SCAT service during the hours of 6:00 AM to 6:00 PM, Monday through Friday, will continue to be provided primarily under the collective bargaining agreement between the parties with private contractors providing only supplemental service as they have in the past.

It is further agreed that if the demand for ADA-related service during the early morning, evening and Saturday hours increased to the level that would make it feasible to provide regular SCAT service on a basis comparable to that being provided now during normal weekday hours, such regular SCAT service shall be provided by TWU Local #1 pursuant to the existing Labor Agreement.

SIDE LETTER 2

PREVENTABLE ACCIDENT COMMITTEE

The Preventable Accident Committee can meet during the 2011 to 2014 contract to discuss the Preventable Accident policy if any issue should arise.

SAFETY COMMITTEE

Procedures for emergencies shall be referred to Safety Committee during the 2011 to 2014 contract.

CHANGE TO DRUG AND ALCOHOL POLICY

1. One (1) month automatic suspension for positive test for drugs or alcohol level over .04.
2. METRO will not pay for second confirmatory tests.
3. METRO will split drug and alcohol testing for random category.
4. Initial alcohol testing to be conducted on-site using a non-evidential saliva testing device by qualified Screen Testing Technicians (STT).
5. METRO will make every reasonable effort to notify employees of random drug test up to one hour before the end of an employee's last piece of work.

SIGNUP PROCEDURE MEMBERSHIP COMMITTEE

Company and TWU agree to discuss the signup practices and procedures during the 2011 to 2014 contract.

PULL-OUT TIME COMMITTEE

If there are any changes required for pull-out time the Company and TWU agree to convene a committee to discuss pullout time.

PREVENTABLE ACCIDENT COMMITTEE

The Company and the Union agree to meet to review the current point system under the preventable accident policy.

SIDE LETTER 3

METRO Regional Transit Authority and the Transport Workers Union agree to changes in METRO's Drug and Alcohol program in order to qualify for the Bureau of Workers' Compensation Drug-Free Workplace program, as follows:

- 1. Testing when an employee receives off-site medical treatment;**
- 2. Testing where there is property and/or vehicle damage that is estimated to approximate \$5,000 or more;**
- 3. Increase training as required by the Bureau of Workers' Compensation;**
- 4. An employee may request to have a blood draw test after performing a urine test when there is an injury that will be submitted to Workers' Compensation. This test will be paid for by METRO Regional Transit Authority.**
- 5. METRO Regional Transit Authority will inform employees why a blood test is available.**

Nothing in this agreement supersedes the testing requirement previously established under the Federal Transit Administration guidelines or METRO Regional Transit Authority's current drug and alcohol policies. This agreement shall remain in effect only so long as the bureau of Workers' Compensation Drug-Free Program is extended to METRO Regional Transit Authority.

SIDE LETTER 4

METRO Regional Transit Authority (METRO) and the Transport Workers of America, Local #1, agree to the following terms:

- 1. When/if the number of Vehicle Service employees assigned and available for duty is less than that needed to complete all assignments deemed necessary to be completed on a given shift, the foreman will identify the jobs most critical to METRO operations. Vehicle Service employees may thereafter select assignments in seniority order applicable only to the affected shift.**

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