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STATE EMPLOYMENT
RELATIONS BOARD

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Memorandum of Agreement
By and Between
Central Ohio Transit Authority
and
Local 208
Columbus, Ohio
of the
Transport Workers Union of
America
Cashier Clerk/Farebox Pullers
January 1, 2012
to
December 28, 2014

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EMPLOYEE'S CREED

We the members of Local No. 208 of the Transport Workers Union of America, AFL-CIO, acknowledge and accept our responsibility to the citizens of the service area of the Central Ohio Transit Authority.

We shall work at all times in the best interest of the community we serve and we understand that we have been placed in the public trust to secure and protect the public monies.

We shall, through labor and management working together in mutual respect for each other's rights and responsibilities, endeavor in words, deeds, and job performance to make the Central Ohio Transit Authority responsive to the transportation needs of the community we have pledged to serve.

AGREEMENT

(a) Agreement made and entered into as of the 1st day of January, 2012 by and between the Central Ohio Transit Authority, its successors and assigns, hereinafter referred to as the "Authority," and the Transport Workers Union of America, Local No. 208-affiliated with AFL-CIO, hereinafter referred to as the "Union," witnesseth:

(b) The wording of the tentative agreement, as approved and ratified by both parties, shall be included within the Memorandum of Agreement. If omissions and/or errors are made during the printing of the Memorandum of Agreement, then the original approved tentative agreement shall be binding.

ARTICLE I

Purpose

It is recognized by the parties that they are engaged in furnishing an essential public service and that such service is dependent upon the good will and patronage of the public. To the end that the parties may discharge their respective obligations to the public without interruptions by strife and controversy, the parties hereby mutually agree as follows:

ARTICLE II

Union Recognition

Section 2.1: For the purpose of collective bargaining during the term of this Agreement in respect of the matters herein embraced, the Authority recognizes the Union as the exclusive representative for the full-time Cashier Clerks/Farebox Pullers. Management reserves the right to hire part-time Cashier Clerks/Farebox Pullers but they will not be members of the bargaining unit. All positions and classifications not specifically established in this Agreement as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.2: As a condition of employment:

(a) All bargaining unit employees, thirty (30) days after their assignment to service, shall either become members of the Union or be subject to payment of a fair share fee that will not exceed the dues paid

by members of the Union. The fair share fee shall be determined and collected in accordance with the Union's Fair Share Fee Policy, which shall be subject to review and approval by the Authority.

(b) The fair share fee shall be deducted by the Authority from the payroll checks of all employees who are not members of the Union, and its payment to the Union is automatic and does not require the written authorization of the employee. The payment to the Union of the fair share fees collected by the Authority shall be governed by the provisions of the Memorandum of Agreement that pertain to the payment to the Union of regular Union dues.

(c) All references in the Memorandum of Agreement to "union members" or "members of the union" shall mean all members of the bargaining unit.

Section 2.3: "Membership" in the Union, means membership for the duration of this Agreement to the extent that such membership is available to an employee on the same terms and conditions generally applicable to all members and who meets the requirements of timely tendering of the periodic dues, and assessments, and initiation fees uniformly required of other members as a condition of membership.

Section 2.4: Upon receipt of a written individual authorization, not revocable for a period of more than one year, the Authority agrees that for the duration of this Agreement and any such renewal or renewals thereof, it will deduct from such employee's earnings initiation fees, upon specific request of the Union. The Authority will also deduct from the first

payroll period of each month Union dues, fair share fees, C.O.P.E. contributions, and assessments in the amount certified by the Secretary-Treasurer of Local No. 208. The said periodic dues, initiation fees, fair share fees, C.O.P.E. contributions, and assessments shall be forwarded to the Union the first Monday after collection.

Section 2.5: (a) An employee who is a member of Local No. 208 of the Transport Workers Union and is transferred/promoted to a position that does not require membership in Local No. 208 of the Transport Workers Union shall lose his/her seniority, for all purposes (rights and benefits), upon such transfer/promotion. If such employee is subsequently transferred or re-employed in a bargaining unit position, his/her seniority shall not be reinstated. Instead, his/her seniority, for all purposes (rights and benefits), shall commence with date/time of return to a bargaining unit position.

(b) An employee who is transferred from any position not covered by membership in Local No. 208 of the Transport Workers Union shall not carry any Authority seniority, for all purposes (rights and benefits), but seniority shall commence, for all purposes (rights and benefits), on the date/time entering into any position covered by membership in Local No. 208 of the Transport Workers Union.

Section 2.6: The Union shall have the right to post notices of meetings and newsletters and distribute campaign literature, for the purpose of running for Local No. 208 of the Transport Workers Union elected offices, on Authority property in accordance with applicable law. At no time may the distribution of

campaign literature or newsletters interfere with the operation of the Authority by interrupting employees from their work assignments to receive or read the materials.

Section 2.7: (a) Union officials may contact bargaining unit members on matters involving Union business at the Authority's place(s) of business, provided the contacts are made and completed while the employee has not yet begun work, has completed work, or is on authorized breaks or lunch time, i.e., on nonworking time. All such meetings must take place outside of the cash counting rooms.

(b) The Union official may contact a bargaining unit member while such member is working, provided the immediate supervisor of the member is first contacted and grants permission for such contact.

(c) All contacts under this Subsection must involve official Union business and are to be brief in time used. Nothing contained in this Section shall be deemed or construed to grant a Union official or the employee time off from his/her own work schedule.

Section 2.8: (a) Provided the Union President's position remains a full-time position, if an employee in Local 208 is elected and serves as Union President, s/he shall automatically be granted release time by the Authority from his/her regular job duties to serve as the Union President. This full-time release shall remain in effect during the employee's term in office as Union President. It is understood that the Union President remains a COTA employee and works directly with employees of the Authority during this release time.

(b) A member of 208 elected as an officer of the union, exclusive of the full-time Union President, shall be granted release time by the Authority from regular job duties on a part-time basis to transact business for the Union and/or the Authority, provided reasonable advance notice is given by a Union official for such release time. Only one (1) employee in the Cashier Clerks/Farebox Pullers bargaining unit will be granted this release time at any one time.

(c) During the release time specified in paragraphs (a) and (b) of this Section, employees so released:

- (1) Shall continue to receive their regular wages from the Authority, on its payroll;
- (2) Shall suffer no loss of seniority rights with the Authority;
- (3) Shall have full participation in the Authority's insurance programs;
- (4) Shall be covered by the Authority's workers' compensation program;
- (5) Shall have PERS employer and employee contributions submitted by the Authority on their behalf. Employees who are released on a part-time basis shall continue to receive all benefits provided by the Authority to bargaining unit members. The Union shall reimburse the Authority for all costs that the Authority pays for employees released from their regular job duties under provisions of paragraphs (a) and (b) of this Section. This reimbursement shall include all wage payments, all PERS contributions

and for all such employees hired after 1986, all Medicare contributions. Such reimbursement shall be paid by the Union to the Authority in the month following any such payments made by the Authority. This Section shall be binding on the parties to the extent permitted by law.

(d) An unpaid leave of absence shall be given to any employee who is elected or appointed as a full-time officer in the International Union, for the duration of the employee's tenure in such office, without loss of seniority rights with the Authority.

Section 2.9: (a) The Authority shall provide to the Union a list of supervisory and non-supervisory positions that have supervisory or functional control over its membership. Such list shall outline the general responsibilities of these positions and the chain of command from which these positions draw their supervisory or functional authority. This list will encompass those persons who, on an emergency basis, will have the right to assist and perform the duties normally assigned to the bargaining unit.

(b) When orders, instructions, or any other information is relayed by individuals occupying the positions on the list provided, such orders, instructions or any other information shall be considered as derived from the chain of command in which the individual works and shall be considered official notification.

Section 2.10: The Authority shall assure that there is at least one (1) approximately 4' x 4', locked, glass enclosed bulletin board at each facility with access to the Cashier Clerks/Farebox Pullers. Such bulletin

board(s) shall be installed in the areas as designated by the Authority. No item may be posted on these bulletin boards unless it carries the Union seal and is in accordance with other contractual language that might be contained within this Memorandum of Agreement.

Section 2.11: The Authority shall make arrangements for payroll deductions regarding the Committee for Political Education (C.O.P.E). Such deductions shall be made based upon signed authorization cards, and shall be deducted each month along with the Union dues and fair share fees. Such deductions will be shown on the employee's earning statement. The Authority will forward a check to the Union (as prescribed in the dues check-off under Article II, Section 2.4) and a separate check that will include C.O.P.E.

Section 2.12: The Authority will arrange for check-off to Consumer Credit Counseling (a specific agency) upon request.

ARTICLE III

Management Responsibility

Section 3.1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Authority and all of the employees in the bargaining unit are vested solely and exclusively with the Authority and/or its designated representative. In addition, the Union agrees that all of the functions, rights, pow-

ers, and responsibilities of the Authority in regard to the operation of its work and business and the direction of its work force, which the Authority has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Authority and shall not be subject to the grievance procedure. Not by way of limitation but only to indicate the type of matters or rights that belong to and are inherent to the Authority, the Authority retains the rights to:

- (1) Hire, evaluate and transfer/promote (based on necessary qualifications and skill levels) employees;
- (2) Demote, discharge, suspend, reprimand or otherwise discipline employees for just cause;
- (3) Determine the composition and size of the department work force and the number of persons required to be employed or laid off or discharged due to lack of work or funds;
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees, including overtime;
- (5) Make any and all rules and regulations regarding Revenue Collection Office operations and conduct of the employees; such rules to be reasonable and equally applicable to all;
- (6) Assign work, establish and/or change working hours, schedules and

- assignments as deemed necessary by the Authority to assure efficient operations;
- (7) Determine the basis for selection, retention and promotion of employees;
 - (8) Determine the type of equipment used and the sequence of work processes;
 - (9) Determine the making of technological alterations by revising either process or equipment;
 - (10) To direct and supervise the employees, to establish and/or modify performance programs and standards, and to monitor and judge the quality and quantity of work to be produced;
 - (11) To establish an attendance policy;
 - (12) Select and locate buildings and other facilities;
 - (13) Establish, expand, transfer and/or consolidate work processes and facilities;
 - (14) Transfer or subcontract work; and
 - (15) Terminate or eliminate all or any part of its work or facilities.

Section 3.2: It is agreed that during the term of this Agreement there shall be no strike, slowdown, cessation or stoppage of work by employees except that stoppage of work that occurs, out of good faith, due to dangerous or unhealthy working conditions at the work site, e.g., as declared by the Ohio Department of Public Health, the Environmental Protection Agency, the Ohio Industrial Commission or local/state/federal law enforcement agencies,

which are abnormal to a work site shall not be deemed to violate this prohibition. It is also agreed that there shall not be any lockout by the Authority. A lockout shall not be deemed to include cessation or discontinuance of transportation service by order of court or otherwise than by reason of a labor dispute under this Agreement.

Section 3.3: The Authority agrees that it will not attempt to hold the Local or International Union financially responsible or institute legal proceedings for damages against the Union for violations of Section 3.2 of Article III, which are not authorized, encouraged, supported, sanctioned or condoned by the Union. It is further expressly agreed by the parties hereto that nothing contained in Section 3.2 hereof or in any other part of this Agreement shall be construed or used to form the basis for a claimed breach of this Agreement for the purpose of supporting any suit for damages against the other party unless and until the party complaining of such breach of contract has notified the other party hereto of the existence of such contention and the latter party shall fail or refuse to take immediate steps to correct the same.

ARTICLE IV

Equal Employment Opportunity

The parties agree that race, color, religion, sex, sexual orientation, gender identity, creed, national origin, age, or disability shall not be a factor in the hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working

conditions. No employee shall be deprived of equal employment opportunity nor be subject to any discrimination in the exercise of his employment rights on account of race, color, religion, sex, sexual orientation, gender identity, creed, national origin, age, or disability.

ARTICLE V

Grievances

Section 5.1: (a) Should disagreements arise with respect to the interpretation or application of this Agreement or concerning any action against an employee involving discipline, discrimination, suspension or discharge, such disagreements shall constitute a grievance and shall be disposed of in the manner hereinafter set forth. Any suspension or other penalty shall be imposed upon an employee immediately after the ascertaining of all facts relating to the cause thereof, and shall be served immediately after such imposition. Any employee called to the business office for an investigation of facts shall have the option to have at least one Union official present. Disciplinary interviews shall only be held when the affected employee, Union representative, if requested, and the proper management officials are available.

(b) The Authority will give any employee who is notified that s/he is to be discharged or suspended for more than one (1) week, 24 hours, within which s/he may secure Union representation to meet with an Authority official for a review of his/her case. During such 24-hour period, the employee involved will not

be allowed to perform any work for the Authority. If the Authority does not modify the discharge or suspension to the satisfaction of the employee and the Union, the employee involved shall have recourse directly to Step 3 of the grievance procedure outlined below. Within one (1) week of the action, the Authority shall notify the Union, in writing, of any disciplinary action involving suspension, retraining, re-instruction or discharge, and the reasons therefore.

Section 5.2: The rights of the Union and employees hereunder, including suspension, discharge or complaints made by the Union with respect hereto, shall be considered and disposed of in the following manner:

Step 1: A grievance must be filed within three (3) of the employee's workdays after its occurrence is discovered. A grievance is filed when it is presented by the employee and/or a Union representative to the office supervisor or a designated representative. Step 1 grievance procedure meetings will be conducted at the facility where the grievant is assigned. If the grievance is not satisfactorily settled by the office supervisor within four (4) business days of presentation to him/her, then within five (5) days after the expiration of said four (4) business day period, the grievance may be appealed to Step 2. A grievance is appealed to Step 2 when it is reduced to writing by the party aggrieved and presented to the Manager of Revenue Collection & Pass Sales. All time limits, as contained herein, shall exclude Saturdays, Sundays,

holidays and days off. These time limits apply to both filing and answering grievances.

Step 2: The Manager of Revenue Collection & Pass Sales (or a designated representative) in which the employee is employed, or the grievance arises, within five (5) business days after the presentation of the written grievance to him/her, shall meet with the aggrieved employee and/or his/her steward or Union representative in an attempt to satisfactorily adjust such grievance. If the grievance is not satisfactorily answered by the Manager of Revenue Collection & Pass Sales within five (5) business days of such meeting, then the grievance may be appealed to Step 3 within five (5) business days of the Manager's response. A grievance is appealed to Step 3 when it is reduced to writing by the party aggrieved and presented to the Authority's President/CEO or a designated representative. All time limits as contained herein shall exclude Saturdays, Sundays, holidays and days off. These time limits apply to both filing and answering grievances.

Step 3: Step 3 grievances shall specifically set forth the article and section number of the Agreement or COTA policy claimed to have been breached, misapplied or misinterpreted. The President/CEO, or a designated representative, within seven (7) days after the presentation of the written grievance to him/her, shall meet with the aggrieved employee, the supervisor who issued the initial report resulting in discipline

(unless not available due to emergency or no longer employed with the Authority), and at least one (1) Union representative in an attempt to satisfactorily adjust such grievance. The President/CEO, or designee, shall notify the Union and the aggrieved employee, in writing, of the final disposition of such grievance within five (5) business days after the hearing. All time limits as contained herein shall exclude Saturdays, Sundays, holidays and days off. These time limits apply to both filing and answering grievances.

Section 5.3: Any grievance affecting two or more employees and involving essentially the same issue or issues, except cases relating to the discharge of an employee, may be considered a Union grievance. A Union grievance, as distinguished from an individual grievance, may be instituted at Step 3 as outlined above, but such grievance must be in writing setting forth the claimed unjust discipline, breach of contract or its misapplication or misinterpretation. Such grievance shall also specifically set forth the article and section number of the Agreement or COTA policy claimed to have been breached, misapplied, or misinterpreted.

Section 5.4: A Union steward or officer, who is necessary to represent employees during periods while the steward or officer is on paid time, will not be docked pay so long as the time spent is reasonable. All preparation of grievances and investigations shall be conducted during non-work hours.

Section 5.5: A representative from the Human

Resources Division may sit in on all third step hearings. The representative shall be informed of the date and time established for the hearings and shall strive to attend such meetings. In the event a representative is not present, it shall have no effect, and the hearing shall take place. The representative shall have official capacity in the hearing in the area of Equal Employment Opportunity and Affirmative Action.

Section 5.6: (a) Whenever a detrimental entry to an employee's record is made a part of his service record, such employee shall be notified, in writing, forthwith of such entry. Upon employee's request, the employee shall be furnished a copy of everything put in his/her service record. Such entries on an employee's service record may be the subject of a grievance, but such grievances shall not be subject to arbitration.

(b) An employee who is given disciplinary action shall be provided (upon request) a copy of his/her performance record card showing a summary of the employee's work record for the preceding (at a minimum) twelve (12) months prior to this disciplinary action.

(c) Service records for disciplinary actions will be limited to one (1) year prior to any action being taken, except arbitrations, which will be three (3) years.

Section 5.7: The Authority will furnish to the Union, grievance forms, which must be fully executed in presenting a grievance at Step 3 of the grievance procedure. Such grievances shall be numbered consecutively, beginning with No. 1 at the beginning

of each Agreement year.

Section 5.8: The waiver of any of the time limits set forth above, in any case or cases, shall not constitute a precedent or a waiver of any time limits in future cases, or be used as defense or excuse for future failures to observe any prescribed time limits.

Section 5.9: The foregoing formal procedure is not intended to foreclose the settlement of grievances at the supervisor or superintendent level. Such discussions and settlements are to be encouraged at all times and are not to be considered precedent setting.

Section 5.10: (a) When a party fails to meet the time limits appearing in this Article or Article VI, the grievance shall automatically be decided in favor of the other party unless the Union and the Authority mutually agree in advance to waive the limits contained in these Articles. It is to be understood that the conditions as prescribed in this Section shall constitute full relief as requested on behalf of the grievant, or that the action(s) taken against said grievant shall stand. This applies where "automatically decided in favor of the other party" appears.

(b) Grievance answers must be in writing at all step levels.

(c) In the case of third step grievance answers, the Union may elect to personally pick up such answers in person at the office of the Authority; provided further that they are not picked up later than the date required under this Memorandum of Agreement and the Union President or his/her representative shall sign for such grievances by affixing his/her signa-

ture, date and time such grievances were personally picked up.

Section 5.11: When a written notice is required under this Agreement, except in the case of Step 3 Grievances to which Article V, Section 5.10 (c) applies, such notice shall be considered as given or served on the day a letter is presented in a properly addressed envelope either in person or by U.S. certified mail, postage prepaid, return receipt requested, to the executive office of the Authority, to the executive office of the Union and to the employee at the last address furnished to the Authority by such employee. When so mailed or presented, notice will be complete even though no one is present to accept such notice. All time limits shall be computed beginning with the first day following presentation of the notice, excluding Saturdays, Sundays, and holidays.

ARTICLE VI

Arbitration

Section 6.1: Unless otherwise specifically provided in this Agreement to the contrary, any grievance, not satisfactorily adjusted to Step 3 of the grievance procedure may be submitted to arbitration as hereinafter set forth.

Section 6.2: (a) If the Union desires to proceed to arbitration, the Union shall notify the Authority of such desire, in writing, within forty-five (45) calendar days after notice of final disposition of the grievance at Step 3 of the grievance procedure. If the Authority

desires arbitration, the Authority shall notify the Union of such desire, in writing, within five (5) days (exclusive of Saturdays, Sundays and holidays) after disposition of the grievance at Step 3 of the grievance procedure.

(b) If the party desiring arbitration wishes to utilize other expedited procedures, it shall so state in its notice, and in such event, the parties shall meet within five (5) business days (exclusive of Saturdays, Sundays or holidays) to discuss whether other expedited procedures will be utilized. If both parties agree to utilize other expedited procedures, the grievance will precede to other expedited procedures. If either party shall refuse to proceed to other expedited procedures, it shall state its reasons for such refusal. If the Authority is the party to refuse to proceed to other expedited procedures the Authority's legal counsel shall explain to the Union any legal reasons for such refusal.

(c) In the event that other expedited procedures are not mutually agreed to, then within five (5) business days (exclusive of Saturdays, Sundays and holidays) of the above meeting between the parties, either party may request the American Arbitration Association, at its nearest office, to submit a list of names of persons eligible to act as an arbitrator. A written notification will be sent to the other party within the same five (5) business day period. Within five (5) business days (exclusive of Saturdays, Sundays and holidays) after receipt of such list of eligible persons, the parties or designee(s) shall select an arbitrator by alternately striking names from said list until one name remains. Said arbitrator shall con-

duct a hearing under the procedures set forth under the voluntary labor arbitration rules, currently being used by the American Arbitration Association. The arbitrator shall render a decision within thirty (30) days following the close of the hearing. If necessary, such limit may be extended by agreement of both parties.

(d) In any case involving a discharge or suspension of more than five (5) days, where other expedited procedures have not been utilized, the parties will request a bench decision from the arbitrator and will make the fullest effort to expedite the above process to see that such bench decision is rendered within sixty (60) days of said discharge or suspension.

Section 6.3: The arbitrator shall have no authority whatsoever to alter or vary the items of this Agreement or pass upon any classification wage rate or wage rate schedule.

Section 6.4: (a) The arbitrator shall confine himself/herself to the issue or issues properly before him/her, and his/her decision shall be in writing, and final and binding upon the parties.

(b) In discharge cases, the portion of the service record of the discharged employee extending beyond three (3) years back from the date of the discharge may not be submitted into evidence by either party at arbitration where the justness of the employee's discharge is at issue.

Section 6.5: Either party shall be entitled to a separation of witnesses, upon request made to the arbitrator at the beginning of the hearing. The expense of witnesses called by either party shall

be paid by the party producing such witnesses. All other expenses of the arbitration, including stenographic record of the proceedings, shall be borne equally by the parties.

Section 6.6: The parties further agree that any arbitral issue, except a claim of "lockout," shall be processed completely through the grievance and arbitration procedures provided for in this Agreement before any recourse is had to any court or other governmental agency. Only the parties to this Agreement may initiate the arbitration procedure or seek review of an arbitration award.

ARTICLE VII

Accident Review Committee

Employees subject to discipline due to experiencing an accident while operating an Authority vehicle shall be permitted to file an appeal of any charge of preventability to the Accident Review Committee established in Article VII of the Memorandum of Agreement by and between COTA and Local 208 (motor coach operators and service department employees).

ARTICLE VIII

Wages

The Wage Schedule (Appendix "A") covered by this Agreement shall become effective on the date therein stated and in accordance with the Schedule

attached hereto and made a part hereof.

PERS Pick-Up

For employees hired before 1/1/2013, COTA shall pick-up (assume and pay), in lieu of payment by the employee, the portion of the statutorily required employee contribution to the Public Employees Retirement System that is equal to the following percentages of the employee's earned compensation:

1/1/2012: five and one-half percent (5.5%)

1/1/2013: five percent (5%)

7/1/2013: four and one-half percent (4.5%)

1/1/2014: four percent (4%)

7/1/2014: three and one-half percent (3.5%)

Any remaining portion of the employee contribution shall continue to be paid by the employee and picked-up by COTA pursuant to Resolution No. 1985-30. The changes to the percentages listed above will be reflected in the first paycheck of the first full pay period following the date listed.

This pick-up by COTA is, and shall be designated as, the employee's contributions and shall be in lieu of such contributions to the Public Employees Retirement System by the employee. No employee subject to this pick-up shall have the option of choosing to receive the statutorily required contribution to the Public Employees Retirement System directly instead of having it picked up by COTA, or of being excluded from the pick-up.

Effective 1/1/13, all newly hired or re-hired

employees to COTA will pay their full portion of the statutorily required employee contribution to the Public Employees Retirement System

ARTICLE IX

Vacations

All rights accrued under Section 9.44 of the Ohio Revised Code or subsequent sections regarding vacation credit shall be superseded by this Memorandum of Agreement.

Section 9.1: (a) Employees having one (1) year of active service shall receive a vacation of one (1) week with pay. Employees may exercise a vacation option privilege after completing six (6) consecutive months of service. However, employees exercising this privilege (before completing twelve [12] consecutive months of service) and who leave the employ of the Authority before having one (1) year of active service, shall be required to reimburse the Authority for any vacation pay that was paid to the employee exercising the vacation option privilege.

(b) Employees having three (3) consecutive years of active service shall receive a vacation of two (2) weeks with pay during the following year. However, an employee must have completed a service of not less than thirty (30) consecutive months before this privilege becomes effective.

(c) Employees having seven (7) consecutive years of active service shall receive a vacation of three (3) weeks with pay during the following year. However, an employee must have completed a service of not

less than seventy-eight (78) consecutive months before this privilege becomes effective.

(d) Employees having thirteen (13) consecutive years of active service shall receive a vacation of four (4) weeks with pay during the following year. However, an employee must have completed a service of not less than one hundred fifty (150) consecutive months before this privilege becomes effective.

(e) Employees having twenty-two (22) consecutive years of active service shall receive a vacation of five (5) weeks with pay during the following year. However, an employee must have completed a service of not less than two hundred fifty-eight (258) consecutive months before this privilege becomes effective.

(f) Employees having twenty-eight (28) consecutive years of active service shall receive a vacation of six (6) weeks with pay during the following year. However, an employee must have completed a service of not less than three hundred thirty (330) consecutive months before this privilege becomes effective.

(g) A week of vacation shall consist of seven (7) consecutive calendar days during which an employee shall be exempt from any duty, except in case of emergency. Vacations will be scheduled at the discretion of management.

(h) Employees may be permitted to take all of vacation one-day-at-a-time provided that the employee notifies the Authority of the intent to do so at the same time vacation is chosen. Consecutive days shall be defined as days uninterrupted by

approved days off or other days off provided by the contract. Employees shall request their vacation day(s), in writing, no later than fifteen (15) calendar days prior to the day(s) the employee wishes to schedule off. The Authority will either approve or disapprove the employee's request at least seven (7) days prior to the date requested. Once approved, the Authority shall not cancel vacations within seven (7) days preceding the date scheduled off. Seniority will be used in determining approval/disapproval in cases where the Authority cannot accommodate all requests.

(i) A week of vacation pay shall consist of forty (40) hours at the employee's regular straight time hourly wage rate of pay prevailing at the time the vacation privilege is exercised.

(j) When all of the above conditions are met, vacations shall be considered as earned and shall be payable on termination of employment or layoff. Absence due to illness or off-duty injury of less than ninety (90) workdays within a calendar year, and absence due to injury arising out of employment or military service, shall not be considered as a break in continuous service in the matter of vacation. Absence in excess of ninety (90) workdays in any calendar year, due to sickness or injury not incurred in the course of employment, shall result in the loss of one (1) hour of vacation pay during the succeeding year for each workday of such absence in excess of such ninety (90) workdays, but shall not be considered as a break in service in determining succeeding vacations. In the event that an employee is on sick leave when his/her vacation falls due, such employee shall

receive his/her vacation pay when due or shall have the option to reschedule such vacation (upon two [2] week notice to the Manager of Revenue Collection & Pass Sales prior to the originally scheduled vacation) to a later date provided there is an opening available. Employees absent by reason of an occupational accident arising out of employment with the Authority, shall be required to have a total of six (6) months active service (in the immediate preceding year) to qualify for a vacation in the succeeding year.

(k) Retirees shall be entitled to compensation for prorated vacation for the year in which they retire, calculated in accordance with the following formula:

$$\frac{A-B}{C} \times D = E$$

- A-calendar days as of retirement
- B-consecutive sick/personal days taken in excess of 7
- C-number of calendar days in year
- D-annual hours of vacation entitlement
- E-prorated vacation hours

(l) Upon seven (7) days notice (request), an employee may receive vacation pay by noon the last day before commencement of the vacation. The amount will be adjusted for less than a week's pay due to the employee's pending tax, liens, court orders, garnishments, etc. Under no circumstances will an employee be granted another advance at the termination of vacation.

(m) All vacations earned shall be taken, except for those "banked" in accordance with this

Subparagraph.

(n) Specifically, an employee who has earned three (3) weeks or more vacation may elect not to take, but to bank, a maximum of two (2) weeks' vacation in any one year; however, an employee who has three (3) weeks of earned vacation may only bank one (1) week of such vacation. There shall be no limit on the number of weeks banked over a period of years, so long as not more than two (2) weeks are banked in any one year. Once a week(s) of vacation is banked, it may never be taken. Instead, upon the employee's death or termination of employment, the employee's estate or the employee, as the case may be, will be paid for the amount of banked vacation to the credit of such employee at date of death or termination of employment, as the case may be. Each week(s) of vacation banked by an employee shall be maintained on the Authority's records as banked at the straight time hourly rate of pay being earned by that employee as of December 31 of the year in which such week(s) of vacation was earned. Upon death or termination of employment, the dollar amount paid by the Authority shall be computed by valuing each week of banked vacation on the basis of the straight time hourly rate of pay, which was being paid such employee on December 31 of the year in which such week of banked vacation was earned. Employees desiring to bank vacation(s) must make such choice at the annual vacation sign-up.

(o) Employees shall take a minimum of two (2) weeks of their earned vacation in each entitlement year. Those who wish to work vacation entitlement, in excess of two (2) weeks, must express their desire

to do so at the time of vacation sign-up. This decision cannot be changed for that vacation year. An employee who chooses a vacation must take all of the amount (week or weeks) chosen. Employees shall be paid for all un-chosen vacation pay at his or her written request, which must be made seven (7) calendar days prior to the pay day on which the pay is to be received.

(p) Employees may take a half-day (4 hours) of vacation at a time.

(q) There shall be an annual vacation sign-up. An employee may elect to choose the dates of his/her vacation week(s) for the year. Sign-up will be by Revenue Collection Office seniority. Employees who choose not to sign-up for vacation may elect to take their unbanked vacation during the year on a first come first serve basis and at the discretion of the Authority.

ARTICLE X

Holidays

Section 10.1: (a) The following days are recognized as fully paid holidays: national holidays limited to New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days observed as such holidays. Other holidays are the employee's birthday, anniversary date of employment (Authority seniority date), a personal day (mutually agreeable between the employee and management).

(b) Any employee who has completed three (3)

years of service shall receive eight (8) hours personal holiday pay at his/her straight time rate twice per calendar year. Such payment will be included in the employee's pay check received in the first pay period in July and the pay period immediately prior to Christmas. No specific day will be identified as such personal holiday, no time off will be granted, and no premium pay will be paid in conjunction with said personal holiday.

(c) Martin Luther King Day will be administered the same as the personal holiday, as referenced in subsection 10.1 (b). It is a paid only holiday, paid at straight time hourly rate and no premium pay will be paid in conjunction with Martin Luther King Day. In order to be paid for Martin Luther King Day, an employee must have completed thirteen (13) weeks of active service with the Authority as in subsection 10.1 (g) (1) and both sides of the holiday must be bridged as in subsection 10.1 (g) (2) of this section. Employees not scheduled to work on Martin Luther King Day, but who are called in to work, shall be paid at time and one half ($1\frac{1}{2}$) for all hours actually worked.

(d) Employees who are not required to work on the days observed as such holidays shall receive the equivalent of eight (8) hours pay at their straight time hourly rates. An employee who is on paid sick leave on a day observed as a holiday will not receive holiday pay and will be charged with and paid for sick leave that day.

(e) Employees scheduled to work on national holidays observed by COTA, as set forth in Section 10.1 (a) above, and who work their full assignment, shall

receive holiday pay, as previously stated, in addition to pay at the rate of one and one-half (1^{1/2}) times the hours worked on such holidays.

(f) Employees who are not scheduled to work on a day observed as a holiday, but who are called in to work, shall be paid time and one-half (1^{1/2}) for all hours worked plus holiday pay.

(g) In order to be eligible for holiday pay for any of the holidays set forth in Section 10.1 (a), an employee must meet the following conditions:

- (1) An employee must have completed thirteen (13) weeks of active service with the Authority at the time of the day observed as a holiday.
- (2) For New Year's Day, Thanksgiving and Christmas, employees must complete all scheduled work assignments on both their last normally scheduled work day proceeding these holidays and on their first normally scheduled work day following these holidays. Employees on any leave approved by COTA (but not sick leave), such as vacation, bereavement, union business, or jury duty, must have worked their last normally scheduled work day preceding these holidays and their first normally scheduled work day following these holidays before going on such leave, in order to be eligible for holiday pay.
- (3) For the 4th of July, employees must complete all scheduled work assignments

on their last normally scheduled work day preceding this holiday in order to be eligible for holiday pay.

(h) All personal days earned by employees shall be taken within the fiscal year of the Memorandum of Agreement, or will be paid to the employee with the first following pay period after the ending of the fiscal Memorandum of Agreement year. An employee who has earned and not taken the personal day authorized under this Agreement shall be paid at his or her respective straight time hourly rate of pay in effect at the end of the fiscal Memorandum of Agreement year.

(i) Employees shall request their personal day no later than fifteen (15) calendar days prior to their choice of day wanted. The Authority shall either approve or disapprove such request within seven (7) calendar days prior to the day requested. If approved by the Authority, such approved day of personal day shall not be cancelled by the Authority.

(j) Employees may request their personal day as late as thirty (30) minutes before his/her scheduled starting time, but the granting of such personal day shall be at the discretion of his/her supervisor, and the non-granting of such request is not subject to the grievance procedure.

(k) An employee returning from a long-term illness (over thirty [30] days) collecting weekly sick benefits will be paid for only his/her birthday and/or anniversary days, which fall within that period. An employee on industrial compensation or on a no-pay status is ineligible for such pay. Payment of these days will be

included in the employee's next regular pay period upon return to work. The employee must be qualified for holidays under Article X, Section 10.1 (g) (1) prior to going on the sick list in order to be eligible for these payments.

ARTICLE XI

Sick Days

Section 11.1: (a) Employees will start to earn sick days after ninety (90) calendar days of regular active employment.

(b) Employees shall earn sick leave days according to the following progression: Three (3) days in the first year of employment; five (5) days in the second year of employment; seven (7) days in the third year of employment; ten (10) days in the fourth year of employment; and thirteen (13) days thereafter if the employee has completed two hundred forty (240) work days within the fiscal year (November 1st through October 31st).

(c) An employee who has completed ninety (90) calendar days of active employment, and in addition has completed two hundred forty (240) work days within the fiscal year shall be credited with one (1) additional sick day at the end of such fiscal period.

(d) The maximum number of sick days that may be accumulated by any employee shall be one hundred fifty (150) days or twelve hundred (1200) hours.

Section 11.2: (a) An employee who uses a sick day(s) when sick/injured or as authorized under

bereavement leave, shall be paid his/her respective straight time hourly rate of pay as of the day(s) such sick day(s) is used.

Section 11.3: Conversion All sick leave will be paid at current hourly rates (November 30 for conversion or date of separation/retirement) and will be considered to be last in first out when used or converted ("sold-back") during an annual conversion or at separation per the conversion chart in 11.5.

(a) **Conversion at Separation** Resignation/termination will be offered to all separating employees, except the following:

- (1) Employees who resign without a 2 week notice;
- (2) Employees who are terminated for any attendance related offenses including AWOL; and
- (3) Employees who are terminated for any offense related to theft, fraud, or falsification.

Section 11.4: Annual Conversion (a) An employee who has accumulated more than fifteen (15) unused sick days (120 hours) as of November 1st of any given year, may sell any amount over fifteen (15) days back to the Authority, provided that the employee files a written request prior to November 1st of the respective year. The Authority will issue a separate check for the amount of such sick day(s) sold to the Authority on or before December 15th of the year.

(b) If an employee elects to sell sick day(s), such unused sick days shall be sold and debited from the

employee's record per the conversion chart in 11.5 provided that employees who have used two or less sick days (not counting sick days used for bereavement) shall be permitted to sell-back at one hundred percent (100%) of the current hourly rate, subject to the minimum balance requirements.

Section 11.5: Conversion Chart Sick leave shall be valued and "sold back" upon separation or during the annual conversion (see 11.4) according to the following schedule (currently hourly rate as of November 30 for conversion or date of separation/retirement):

- 0-5 years of service0% of the current hourly rate
- 6-12 years of service50% of the current hourly rate
- 13-19 years of service75% of the current hourly rate
- 20+ years of service100% of the current hourly rate

Section 11.6: Employees may use up to two (2) days of unused accumulated sick day(s) to extend covered bereavement leave. (See Article XIII, Bereavement Leave [b]).

Section 11.7: The Authority accepts the fact that it has the burden of establishing alleged abuse of sick leave on any day when such abuse is alleged. The Authority also acknowledges that the failure to receive an answer upon a telephone call to the employee's residence does not, by itself, establish such abuse.

ARTICLE XII

Insurance

The levels and types of benefits, which have been mutually agreed upon, shall be awarded to the insurance administrator/carrier who, in the judgment of the Authority, presented the lowest and best bid in accordance with prevailing state statutes and codes governing such bidding procedures.

Section 12.1 Insurance Plans and Premiums

(a) The Authority shall offer employees the levels and types of benefits in the plan design as set forth in Appendix C. Employees who are enrolled in the plan, effective the first day of the third month following the month of hire (example: any employee hired in the month of October, insurance would be effective January 1st), and on the active payroll (for ninety [90] days) shall pay a percentage of the monthly premium (as detailed in 12.1[b]) per month of the cost of the group insurance plan (medical, prescription, dental and vision) through payroll deduction. Payments will be deducted twice monthly.

The parties agree to create and educate an employee panel to research, review and recommend improvements to COTA's health insurance program, which would have no detrimental impact or cost to the employee.

All employees will have coverage for Dental, Vision, Weekly Sick Benefits, and Life/AD&D insurance. Employees may choose from two (2) medical benefit plans, as outlined in Appendix C, at the time of hire and/or during an annual Open Enrollment

period. If the employee does not make an election, s/he will automatically be enrolled in Option 1. An employee cannot switch from Option 2 to Option 1 between Open Enrollment periods unless the employee involuntarily loses his/her other coverage; at this time, the employee must enroll in Option 1 within thirty (30) days. Coverage begins at notification.

(b)

- (1) Effective January 1, 2012 through December 31, 2012 the monthly employee contribution will remain at \$25-Single, \$50-Single +1, \$60-Family. Payments will be deducted twice monthly.
- (2) Effective January 1, 2013, an employee and spouse, where applicable, who participate in the biometrics wellness program will make a four percent (4%) monthly premium contribution. Participation in the program means completion of the annual Health Risk Assessment and the annual biometrics test. If an employee or spouse chooses not to participate in the program, the employee will pay a ten percent (10%) monthly contribution.
- (3) Effective January 1, 2014, and each year thereafter, an employee and spouse, where applicable, who are participating in the program and who meet their annually established goals, will make a six percent (6%) monthly premium contribution. An

employee and spouse, where applicable, who are participating in the program, but who do not meet their established goals, for any reason other than nicotine usage, will make a ten percent (10%) monthly premium contribution. An employee or spouse who chooses not to participate in the program, or who does not make the established goal due to nicotine usage, will make a thirteen percent (13%) monthly contribution.

- (4) These percentages shall apply on an annual basis.
- (5) The employee and spouse, if applicable, will not be sent to a COTA doctor based on any information COTA receives from the third party provider. This program shall be independent from COTA's drug testing program.
- (6) Any testing of an employee under the annual program shall be accomplished either when the employee is on work time, or, if not feasible, shall be accomplished with the employee receiving a maximum of fifteen minutes of paid time at the employee's straight time hourly rate. COTA will provide alternate sites in 2014 for spouse testing under the biometrics wellness program.
- (7) An employee who waives medical insurance under Section 12.4 may, but is not required to, participate in the

biometrics wellness program. One-half of the cost of such participation will be deducted from the employee's payment under Section 12.4.

- (8) In 2013, a newly hired employee shall make a four percent (4%) monthly premium contribution if the employee and spouse, where applicable, participate in the biometrics program. This four percent (4%) monthly premium contribution shall remain in effect throughout the calendar year after the employee and spouse, where applicable, participate in the program by completing the annual Health Risk Assessment and the annual biometrics test. If the newly hired employee or spouse chooses not to participate in the program, the employee will pay a ten percent (10%) monthly contribution. For the second calendar year after the newly hired employee participates in the program the provisions for 2014 set forth in section 12.1(b)(3) apply. Any employee who is rehired in 2013 shall be subject to the provisions of this paragraph, 12.1(b)(8).
- (9) In 2014, a newly hired employee shall make a six percent (6%) monthly premium contribution if the employee and spouse, where applicable, participate in the biometrics program. This six percent (6%) monthly premium contribution

shall remain in effect throughout the calendar year after the employee and spouse, where applicable, participate in the program by completing the annual Health Risk Assessment and the annual biometrics test. If the newly hired employee or spouse chooses not to participate in the program, the employee will pay a thirteen percent (13%) monthly contribution. For the second calendar year after the newly hired employee participates in the program the provisions for that calendar year would apply. Any employee who is rehired in 2014 shall be subject to the provisions of this paragraph, 12.1(b)(9).

- (10) If an employee is required to provide health insurance to an ex-spouse the provisions of the biometrics program shall not be applicable to the ex-spouse, unless required by court order.
- (11) COTA may receive aggregate data regarding its employees' health and wellness from the third party provider. The third party provider will not, however, share any data with COTA that identifies the specific test results of the employee and/or spouse other than whether the employee and/or spouse participated, and/or met or failed to meet their individual program goals. No information that COTA receives directly from the

third party provider may be used by COTA to discipline the employee or have any adverse effect on the employee's employment.

Section 12.2: See Appendix B for schedule of benefits (Current benefit structure through December 31, 2012. Proposed benefit structure effective January 1, 2013.)

Section 12.3: Managed Care Coverage The following apply to the medical insurance program:

- (1) Optional second surgical opinion for elective surgeries;
- (2) Preadmission review (includes preadmission testing);
- (3) Concurrent review;
- (4) Retrospective review;
- (5) Large case management.

Section 12.4: Medical Opt-Out Option (Option 2) An employee may waive medical insurance coverage by electing Option #2 and providing COTA's Human Resources Department with proof of other coverage at time of election. Opt out payment will be paid \$400 per month in two (2) equal payments. Employees who are dependents of other employees (spouse or child) may not receive the opt-out payment. An employee who waives medical insurance may participate in the dental and vision plans by paying a fifteen percent (15%) premium for such coverage.

Section 12.5: Medicare (a) Group insurance coverage is provided to employees and dependents that are eligible for Medicare. For employees who

elect Medicare while being covered under COTA's group insurance, COTA's group insurance will serve as the primary carrier while Medicare will supplement what the group coverage does not pay.

(b) The Authority will continue to pay the cost of the Medicare, Part B, for the employees and dependents eligible for Medicare, Part B who have elected Medicare while being covered under COTA's group insurance and have received such reimbursement prior to the ratification date of this Agreement; employees who elect Medicare while being covered under COTA's group insurance on and after the ratification date of this Agreement must pay the cost of Medicare Part B, for themselves and their dependents eligible for Medicare, Part B.

(c) The Authority will coordinate group insurance coverage with all applicable federal/state laws and regulations.

Section 12.6: Dental Plan See Appendix B for schedule of benefits (current benefit structure through December 31, 2012. Proposed benefit structure effective January 1, 2013.)

Section 12.7: Vision Plan See Appendix B for schedule of benefits (current benefit structure through December 31, 2012. Proposed benefit structure effective January 1, 2013.)

Section 12.8: Dependents (a) Dependent children under the Dental and Vision Plans are covered by the group plan up to age nineteen (19). If the dependent is a full-time student, the group coverage for such student will be in effect until such student reaches the age of twenty-five (25) years.

Dependent children under the Medical Insurance Plan are covered by the group plan as required by state and federal law.

(b) All dependents covered by the Authority's Medical Insurance Plan at the time of the employee's death, will be covered under such plan for one hundred eighty (180) days after the employee's death, if the employee's spouse does not remarry within that period.

Section 12.9: Weekly Sick Benefits (a) The Authority shall pay \$200/week for a maximum of twenty-six (26) weeks for employees disabled due to non-work related illness or injury and who have been actively employed with COTA for ninety (90) days.

(b) For non-Authority service-incurred injuries or illness(es), the Authority will pay to an employee an amount equal to the amount provided for in the present Authority insurance plan applicable to such employee, for the first seven day period, less the first day, of such employee's absence due solely to such injuries or illness(es). Such benefits shall not be paid for an absence of more than four (4) workdays during such seven day period. However, the daily benefit shall be computed by dividing the appropriate weekly benefit by four (4).

(c) For absence due to injury or illness caused by or arising out of Authority employment, an employee shall receive an amount equal to the amount provided for in the present Authority insurance plan up to the first five (5) days of such absence from scheduled work during the first seven (7) day period following the date of injury, unless such absence extends

beyond two (2) weeks from the date of such injury and compensation is awarded for said first week by the Industrial Commission of Ohio. In such event, the Authority will pay the difference between such Commission award and the above stated amount provided for in the insurance plan. After the first week of such absence due to such injury, the Authority will also pay, for a period not to exceed twenty-six (26) additional weeks, an amount equal to any difference between such insurance payments and any weekly compensation received from the Industrial Commission of Ohio for such injury or illness, where the workers compensation payments are less than the employee would have received on weekly sick benefits. Daily benefits during the first seven (7) days of absence shall be computed by dividing the approximate weekly benefit by five (5).

(d) As proof of the sickness or disability contemplated in Paragraphs (b) and (c) above, the Authority may require a certificate of disability, signed by a physician duly licensed to practice general medicine in the State of Ohio.

(e) Employees must exhaust all unused accumulated sick day(s) before being eligible to receive weekly sick benefits.

Section 12.10: Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance All active employees will be provided with \$50,000 in Life and AD&D insurance.

Section 12.11: Voluntary Insurance Employees may purchase additional Life and AD&D Insurance for themselves and their dependents. The premium,

established by the insurance carrier, will be paid 100% by the employee and will be deducted from the employee's first and second paycheck each month (24 pay periods per year).

Section 12.12: Early Retirement-Total and Permanent Disability (a) The Authority will grant a term coverage Life Insurance policy, in accordance with the following schedule, for all employees who are determined by Social Security or PERS to be totally and permanently disabled.

(b) Employees with ten (10) to fifteen (15) years of continuous active service—one thousand dollars (\$1,000) Life Insurance.

(c) Employees with fifteen (15) years and over of continuous active service—two thousand dollars (\$2,000) Life Insurance.

Section 12.13: Normal Retirement All employees who retire at age sixty (60) or older and who have twenty (20) or more years of active service shall be granted a two thousand dollar (\$2,000) term coverage Life Insurance Policy.

Section 12.14: Early Retirement-Non Disability Since the Public Employees Retirement System (PERS) permits early retirement under the age of sixty (60), all employees who hereafter retire at an age of less than sixty (60) who have twenty (20) or more years of active service and who qualify for early retirement under PERS shall be granted a one thousand dollar (\$1,000) term coverage life insurance policy. These employees may opt to purchase an additional one thousand dollars (\$1,000) of coverage by paying COTA directly for the additional

coverage. The premium payment would be based upon the existing premium charge to COTA per one thousand dollars of coverage. Premium cost to retirees will increase proportionately in accordance with increased premium charges incurred by COTA.

Section 12.15: Insurance Certificate and Bond

(a) COTA agrees to provide each retired employee, who is entitled to such, a certificate to evidence the commitment of the insurance carrier to each covered retiree.

(b) The amount of bond submitted to ensure life insurance in the event COTA ceases to exist shall be in an amount sufficient to guarantee the grant of life insurance as set out in Article XII, Sections 12.9, 12.10, 12.11, 12.12, and, 12.13 of the Agreement for all retirees or employees eligible to retire, but who have continued working. There shall be a redetermination each year (on the anniversary date of the bond) to assess the financial sufficiency of such bond. At the redetermination time, COTA shall increase or decrease, as the case may be, the amount of the bond to ensure sufficiency of the bond to cover the outstanding liability of said life insurance for retirees under this Section.

Section 12.16: Flexible Spending Accounts

COTA agrees to set up Section 125 Flexible Spending Accounts (FSAs) for employee participation. These accounts will consist of a Medical FSA and a Dependent Care FSA. Administration of these accounts will be governed by Section 125a of the Internal Revenue Code.

ARTICLE XIII

Bereavement Leave

(a) When a leave of absence is requested by an employee because of death in the immediate family, the following shall be granted:

- (1) Five (5) consecutive days of bereavement leave confined to legal spouse, son, daughter and stepchild.
- (2) Three (3) consecutive days of bereavement leave confined to mother, father, brother, or sister.
- (3) Two (2) consecutive days of bereavement leave confined to stepmother, stepfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.
- (4) Such leave shall be granted without loss of straight time hourly rate of pay to arrange for or attend the funeral. One (1) day of such leave must be the day of the funeral. The Authority may require each employee to submit the names and addresses of the employee's immediate family, as well as proof of death.

(b) Employees may extend bereavement leave of absence by the use of available unused earned sick day(s). Such extension of bereavement leave of absence by the use of such sick day(s) is limited to two (2) days. (See Article XI, Sick Leave, Section 11.6.)

(c) Three (3) days of available sick leave may be used as Bereavement Leave on the day of the funeral of an aunt and/or uncle. Such use shall not be counted against an employee for any reason. The Authority may require proof of relationship as well as proof of death.

(d) No payment will be made under this Article for any day on which an employee received payment by virtue of any other provision of this Agreement.

ARTICLE XIV

Military Training

Section 14.1: All employees entering the armed services under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be accorded all of the benefits of such Act and will be provided with a job to which they would have been eligible, by reason of their seniority, if such employee had not been absent for military service reasons. The Authority and the Union will cooperate in every way to qualify such employees for jobs of a higher rate if their seniority would have made them eligible for promotion to such jobs, except for their absence for military service.

Section 14.2: Employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard will be accorded all the benefits of Ohio Rev. Code §5923.05 for military service, which requires absence

from work. Scheduled regular days off will be considered the days off for any time that an employee attends military service. Employees shall produce evidence of the call or order to military service. After the initial service period described in Ohio Rev. Code §5923.05(A), employees shall provide the Authority with the amount of all military compensation (base pay and allowances), and the call or order, in order to establish the supplement, if any, to be paid according to §5923.05(B).

ARTICLE XV

Jury Duty

Employees will receive a full day's pay for working each day of jury duty, less his/her jury duty pay. Saturday and Sunday will be considered the days off for the week the employee serves on jury duty. Employees shall produce evidence of the amount of juror's compensation and the dates served in order to establish the amount to be paid by the Authority.

ARTICLE XVI

Transportation Pass

Section 16.1: (a) Free transportation will be extended to all employees who:

- (1) Are in the active employ of the Authority,
or
- (2) Have reached and been granted normal retirement, or

(3) Retired after having been determined by Social Security or PERS to be totally and permanently disabled.

(b) Employees retired from COTA shall be issued a permanent identification pass providing for free transportation on all scheduled routes of the Authority. Appropriate rules and regulations governing the possession and use of such permanent identification may be issued/modified by the Authority.

(c) An employee who qualifies under Subsection (b) above shall also be granted a permanent identification pass for one legal dependent.

(d) Up to four dependents of each active employee will be eligible for their own Dependent Pass (obtained at COTA facility including photograph). This pass must be renewed on an annual basis.

(e) All active employees will be eligible to substitute one (1) of their Dependent Passes for one (1) Guest Pass (obtained at COTA facility including photograph). This pass must be renewed on an annual basis.

Section 16.2: (a) A permanent identification pass, which is stolen, shall be replaced at no cost to the employee when satisfactory proof of theft is provided. Satisfactory proof of theft is considered to be a copy of an official police report of robbery of the employee's car, person, or place of residence and such report lists the permanent identification pass.

(b) A permanent identification pass, which is lost shall be replaced at a cost as published by the Authority. However, if such lost pass is returned to the Authority within twelve (12) calendar months

after the replacement is issued, the employee shall be reimbursed the amount paid for the replacement pass.

ARTICLE XVII

General

Section 17.1: Employees may be hired by the Authority for specific jobs.

Section 17.2: All employees having less than twenty-six (26) weeks seniority are probationary employees until the completion of twenty-six (26) weeks on-the-job service. A leave of absence for any cause, including illness or layoff in excess of seven (7) consecutive days, shall be deducted in computing such twenty-six (26) week period. However, the seniority of such employee shall not be affected by such leave of absence or layoff. Such probationary employees shall have no rights under this Agreement, which may be the subject of a grievance beyond the third step of the grievance procedure. The management's disposition of any such grievance relating to, but not confined to, qualifications and discipline up to discharge shall be final and not subject to the arbitration provisions of this Agreement.

Section 17.3: (a) A medical examination of an employee may be required at any time by the Authority. Such examinations will be at the Authority's expense, at no loss of time to the employee in any one day, up to but not exceeding eight (8) hours at straight time hourly rate of pay.

(b) An employee who furnishes a doctor's statement indicating overtime work would be detrimental

to his/her health will be excused from overtime work for the period of time covered by the doctor's statement. The Authority reserves the right to send such employee to the Authority's doctor for verification of such sickness, and the employee shall make his or her doctor's records available to the Authority doctor.

(c) If the Authority requires an employee to be marked off on the sick list and then medical evaluations by the Authority's doctor prove negative, the Authority shall reimburse such employee at his/her respective straight time hourly rate of pay for the days improperly marked off. Any sick day(s) that may have been charged in this connection shall be credited back to the employee.

(d) Employees calling in sick/injured will not be required to report for each continuing day of sickness/injury, provided the following information is given to the Authority at the time of the initial call. It will be the sole responsibility of the employee to provide this information.

- (1) Nature of illness/injury;
- (2) Estimate of date of return to work;
- (3) Under a doctor's care;
- (4) If so, name of doctor;
- (5) If accrued sick days are not to be used for the duration of the illness/injury, the employee shall inform the Authority at the time of the initial call.

(e) Employees, prior to returning to work, must follow all rules and regulations governing such return.

Section 17.4: For good cause shown, an employ-

ee shall be granted a reasonable unpaid leave of absence, the time and period of which shall be determined by the Manager of Revenue Collection & Pass Sales. Such leave shall not be granted if it impairs the operations or maintenance of the Authority's property, except as noted in Article II, Section 2.8. No leaves of absence shall be granted to employees for the purpose of accepting other employment. Complaints of employees regarding disposition of requests for leaves of absence or their duration shall be subject to the regular grievance procedure.

Section 17.5: When an employee is called in for discipline, reprimand, instruction, training, or counseling, s/he shall be told the reason why s/he is being called and shall be paid (at a straight time hourly rate) a minimum of fifteen (15) minutes and in increments of fifteen (15) minutes for all time required. An employee will be paid a minimum of one (1) hour when told to report from his/her home to the office. Such time shall be computed on the basis of Authority transportation if available, or, if not available, on the basis of normal travel time by private automobile. Such pay allowances shall not be included in computing overtime. The Authority will make every effort to avoid calling employees for the above when such call(s) would detract from the Authority's operation.

Section 17.6: When an employee is injured on the job due to a work related accident and requests, or is required to go, to a hospital for medical evaluation of his/her injury and cannot complete his/her normally scheduled shift or run, then:

(1) Cashier Clerks/Farebox Pullers will be

paid their respective straight time hourly rate of pay until their normal scheduled quitting time.

- (2) Under no circumstances will an employee be compensated directly by the Authority beyond their respective quitting time.
- (3) Employees who are working (begin the assignment) an overtime assignment shall be paid, under this Section, their respective straight time hourly rate of pay until their return to the overtime assignment or release from the hospital, whichever is the earliest, but in no case shall an employee be paid beyond his/her scheduled quitting time of the overtime assignment.

Section 17.7: The employees shall be entitled to have a Credit Union, so long as it does not involve any participation by the Authority other than the making of paycheck deductions authorized in writing by the employees.

Section 17.8: The Authority shall provide transportation via Authority-owned equipment for cashiers for travel between operating stations of the Authority.

Section 17.9: If an employee utilizes any benefits agreed upon in the Memorandum of Agreement for the purpose for which they are expressly intended, the Authority shall not use this utilization against the employee for disciplinary purposes.

Section 17.10: (a) All parking spaces as desig-

nated (automobile, motorcycles, etc.) except those designated for Authority vehicle parking, shall be on a first-come, first-served basis. This does not apply to the administrative parking lot.

(b) Parking spaces for disabled employees shall be marked and only disabled employees who qualify for such benefit will be eligible to park in these spaces. These spaces will also be on a first-come, first-served basis among disabled employees.

Section 17.11: The Authority shall make arrangements for Chapter 13 payroll deductions under court orders and in accordance with the provisions of applicable laws, rules and regulations.

Section 17.12: An employee who is subpoenaed and appears in court due to such subpoena on Authority related business and, provided further, the employee is/was acting within the responsibility of his/her job, then:

- (1) The Authority will pay the employee for any loss of wages due to loss of work for such court appearance. The intent of this Section is limited to making the employee "whole" if they suffer a loss of wages from his/her respective, normal scheduled work hours/runs.
- (2) The Authority will release the subpoenaed employee from his or her work assignment in time to appear at the scheduled court hearing and, upon release from the court by the proper party, the employee will inform his or her supervisor immediately by telephone to receive instructions if

s/he is to return to work unless such release from court is beyond his/her normal scheduled quitting time.

Section 17.13: (a) Employees desiring to file criminal charges for acts of a violent nature committed against them by non-employees while in the proper performance of their on-the-job duties shall be provided the opportunity to consult with an attorney employed by the Authority. If, as a result of such consultation, the Authority's attorney concludes that sufficient evidence exists to support a filing of criminal charges, then the Authority's attorney, if requested, shall assist the employee in filing such charges in the appropriate court of law.

(b) If the Authority's attorney concludes that sufficient evidence exists and assists the employee in the actual filing of such charges, the Authority will reimburse the employee for any lost time (straight time hourly rate of pay) away from his/her normally scheduled work to attend court hearings or court trials for the purpose of such criminal prosecution. The Authority's attorney's assistance shall be limited to consultation and assistance in filing charges. Thereafter, the employee shall look to the prosecuting attorney of the particular political subdivision and/or the employee's own counsel for further legal advice or assistance.

(c) If the Authority's attorney concludes that sufficient evidence does not exist for the filing of criminal charges and the employee disregards this advice, the Authority's attorney will not assist in the filing of charges, nor will the employee be reimbursed for lost time to file charges, attend court hearings or trials.

(d) Where criminal charges are filed against an employee as a result of his/her operation of an Authority motor vehicle while s/he is performing on-the-job duties, the Authority will provide counsel (Authority's choice) for the employee's defense, unless the Authority determines that the employee's actions were beyond the scope of his/her authority. Similarly, where an employee is named as a defendant in civil litigation arising out of the employee's operation of an Authority motor vehicle while s/he is performing on-the-job duties, the Authority will provide counsel (Authority's choice) for the employee's defense, unless the Authority determines that the employee's actions were beyond the scope of his/her authority. In either of these situations, where the Authority provides for the employee's defense, the Authority will also reimburse the employee for any lost time (straight time hourly rate of pay) away from his/her normally scheduled work to attend court hearings or court trials relative to such charges.

Section 17.14: No bargaining unit member shall be required to cross a primary picket line that has been lawfully established.

Section 17.15: When the Authority declares an emergency and delays or cancels its scheduled bus service, and such emergency affects the ability of employees to report to work on time, the Authority shall excuse the tardiness caused by the declared emergency. This provision does not relieve employees of their responsibility to make every effort to report to work as prescribed at all times. An emergency is defined as any situation beyond the control of the Authority.

Section 17.16: (a) All new bulletins/memorandums outlining policies/procedures, which directly affect employees of the bargaining unit, shall be given to the Union President in writing at least seven (7) calendar days prior to their effective date. This requirement does not include bulletins/memorandums of an urgent nature, which cannot be practically delayed for a seven (7) day period.

(b) If the bulletin/memorandum establishes a new policy or procedures, the Union shall have the right to appeal such policy or procedures through the grievance and arbitration procedures as outlined in the Memorandum of Agreement. If arbitration is sought, the results of such arbitration shall be binding on both parties.

(c) All newly established policies or procedures shall remain in force until changed by the Authority, or relieved by the grievance and arbitration procedure.

ARTICLE XVIII

Uniforms

Section 18.1: Employees working as Farebox Pullers will be provided ten (10) uniforms or coveralls to be issued by the Authority, which shall also provide cleaning services for such uniforms. Coveralls and safety shoes are to be worn at all times in accordance with Authority regulations while the employee is in the cash counting room. Back braces will be provided by the Authority for those employees whose job descriptions dictate that they require

them.

Section 18.2: (a) The Authority shall require employees working as Farebox Pullers to wear proper eye and foot protection as required by federal and state laws, rules and regulations. Such eye and foot protection expense shall be paid by the Authority. Damaged glasses and footwear must be submitted to the Authority before being replaced. For purpose of this paragraph, the Authority will reimburse for foot protection up to a maximum of three hundred and fifty dollars (\$350) for the life of the Agreement upon showing of proper receipts.

(b) The Authority reserves the right under its Management Responsibility clause in the Memorandum of Agreement to take appropriate action for employees who neglect to follow the federal laws, state laws, rules and regulations for wearing of eye and foot protection as established by such federal and state agencies.

ARTICLE XIX

Hours of Work and Working Conditions

Section 19.1: Shift Times The Revenue Collection Office will have defined shifts based on need as determined by the Authority. Shifts shall be bid on by seniority within the Revenue Collection Office upon a vacancy.

Section 19.2: Stand-by time/holdovers in accordance with Department of Labor regulations, stand-by time will be paid at straight time hourly rates for periods of time between shifts or assign-

ments, which are for less than thirty minutes.

Section 19.3: Work week defined The normal work week will consist of forty (40) hours of work within a seven (7) day period beginning with Monday.

Section 19.4: Overtime (a) Overtime shall be calculated on a forty (40) hour work week. Hours actually worked, plus credit hours for Authority business, Union business, vacation, jury duty, bereavement and holidays are to be included in the calculation of the forty (40) hour week. If an employee is required to work a full double shift in the same workday, the second shift shall be paid at time and one-half. Employees held over to complete their own work will be paid at straight time. Any combination of actual work over forty (40) hours a week shall be paid at time and one-half (1½). There will be no compounding of overtime.

(b) Employees may trade overtime. If no employee agrees to substitute, the scheduled employee must work the overtime (except under extreme emergency). If the scheduled employee gives an overtime assignment away, s/he shall be charged with the overtime hours for rotation purposes.

(c) There will be three (3) overtime lists: one for the A.M. shift, one for the P.M. shift, and one for Saturday, Sunday and holidays. Overtime shall be rotated by assignment. There will be no obligation on the part of the Authority to balance by hours.

Section 19.5: Calling In Employees must call in at least one and one-half (1½) hours prior to the start of the shift for assignments beginning in the A.M. and one and one-half (1½) hours prior to the start

of the shift for assignments beginning in the P.M. in order to be paid sick leave.

Section 19.6: Employees not present or scheduled to work and who are called to report to work immediately and the work is cancelled will be paid three (3) hours call out pay plus one (1) hour of travel time at their straight time hourly rate. An employee who is called and given a specific reporting time more than two (2) hours following the call shall not receive such travel pay. The three (3) hours call out pay and/or travel pay shall not apply if thirty (30) minutes or less has elapsed and the employee is still at his/her work site when called to work. If more than thirty (30) minutes has passed or if the employee is off the property s/he shall receive three (3) hours call out pay and travel pay if applicable.

ARTICLE XX

Duration

Section 20.1: This contract contains the entire Agreement of the parties, any prior contracts, customs or interpretation to the contrary notwithstanding, and unless otherwise specifically provided herein to the contrary, shall become effective and operative as of 12:00 a.m. (midnight), January 1, 2012 and shall continue in force and be binding upon the parties hereto and their respective successors and assigns until midnight (12:00 a.m.) December 28, 2014. The parties further agree that they will meet and negotiate from time to time within the sixty (60) day period immediately preceding the termination date, in an effort to mutually determine the terms and

provisions of a new collective bargaining Agreement for a succeeding period.

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

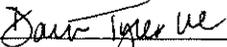
Therefore, for the life of this Agreement, the Authority and the Union each voluntarily and qualifiedly gives the right, and agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though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

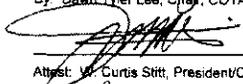
Section 20.2: In the event any state or federal laws are enacted, which affect the transit industry and that require the payment of overtime hours worked beyond a certain number in a workday or in a workweek, then, upon the effective date of such law, affected provisions of the Agreement shall become null and void and of no effect and the parties agree to meet and negotiate with respect to the subject matter of such Articles, looking toward a mutually satisfactory agreement not inconsistent with such state and/or federal laws.

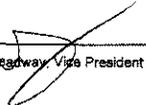
Section 20.3: IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by their respective officers and attested by their respective Representatives as of the day and year first above written.

Central Ohio Transit Authority
and
Transport Workers Union, Local 208
(Cashier Clerks/Farebox Pullers)

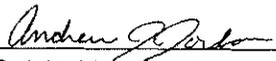
CENTRAL OHIO TRANSIT AUTHORITY


By: Dawn Tyler Lee, Chair, COTA Board of Trustees

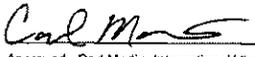

Attest: W. Curtis Stitt, President/CEO


Kristen M. Treadway, Vice President of Human Resources and Labor Relations

TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO, LOCAL 208


By: Andrew J. Jordan, President


Attest: Duane L. Marbury, Secretary-Treasurer


Approved: Carl Martin, International Vice President/International Representative TWU

APPENDIX A

Wages¹

The starting progression rate for full-time employees shall be as follows:

0-12 months	79% of top rate of pay
13-24 months	83% of top rate of pay
25-36 months	87% of top rate of pay
37-48 months	90% of top rate of pay
49-60 months	95% of top rate of pay
over 60 months	100% of top rate of pay

	Effective 1/1/12 (2%)	Effective 1/1/13 (2.5%)	Effective 1/1/14 (2.5%)
Over 60 months	\$17.06	\$17.49	\$17.92
49-60 months	\$16.21	\$16.62	\$17.02
37-48 months	\$15.35	\$15.74	\$16.13
25-36 months	\$14.84	\$15.22	\$15.59
13-24 months	\$14.16	\$14.52	\$14.87
0-12 months	\$13.48	\$13.82	\$14.16

Employees hired before 12/31/12 will receive a one-time payment of \$500 in the first paycheck following 1/1/13 and 1/1/14.

PERS Pick-Up

The Authority will pick up the following from the employee's contribution to the Public Employees Retirement System:

- 1/1/2012: five and one-half percent (5.5%)
- 1/1/2013: five percent (5%)
- 7/1/2013: four and one-half percent (4.5%)
- 1/1/2014: four percent (4%)
- 7/1/2014: three and one-half percent (3.5%)

The changes to the percentages listed above will be reflected in the first paycheck of the first full pay period following the date listed.

Effective 1/1/13, all newly hired or rehired employees to COTA will pay their full portion of the statutorily required employee contribution to the Public Employee Retirement System.

Perfect Attendance Bonus

Employees will be eligible for an annual Perfect Attendance Bonus of five hundred dollars (\$500), less normal withholdings.

¹ Retroactivity, back to 1/1/12, is for all applicable individuals employed on the date of ratification and applies to wages and PERS pick up only.

APPENDIX B
 Subject to Article XII
Current coverage effective until December 31, 2012
 Central Ohio Transit Authority
 Super Med Plus
 Plan Design – Union 002 (1)

	IN-NETWORK	OUT OF NETWORK
Dependent Age Limit	Age 19/Age 25 if full time student	
Lifetime Maximum	\$2,500,000	
Gastric Bypass Lifetime Maximum (Includes Complications)	\$40,000	
Deductible	\$200/\$400	\$1000/\$3000
Co-Insurance Maximum (Includes Deductible)	\$1000/\$2000	\$2000/\$4000
Co-Insurance	90%	60% UCR
Office Visit Co-Pay	\$20	\$20
INPATIENT SERVICES		
Inpatient Hospital Admission	*\$250 co-pay, then 90%	*\$250 co-pay, then 60% UCR
Semi Private Room & Board	90%	60% UCR
Physician Services	90%	60% UCR
Surgery & Anesthesia	90%	60% UCR
Drugs & Other Medication	90%	60% UCR
Lab & X-Ray Services	90%	60% UCR
Ancillary Services	90%	60% UCR
Maternity Care	100%	60% UCR
Mental Health Care and/or Substance Abuse Treatment, Limited to 30 Days Per Benefit Period; (Limited to 3 Inpatient Admissions Per Lifetime; 1 Admission Per Benefit Period for Substance Abuse)	90%	Not covered
OUTPATIENT SERVICES		
Emergency Room (Life Threatening Only)	100%	100%
Non-Emergency Services Received in Emergency Room	\$75 co-pay then 90%	\$75 co-pay then 60% UCR
Mental Health and/or Substance Abuse Treatment (20 Visits Combined Per Benefit Period)	90%	60% UCR
Outpatient Surgery	90%	60% UCR

*This will be a one-time payment per plan per plan year.

APPENDIX B (continued)
Current coverage effective until December 31, 2012
 Central Ohio Transit Authority
 Super Med Plus
 Plan Design – Union 002 (1)

	IN-NETWORK	OUT-OF-NETWORK
Office Visits	90%	60% UCR
X-Ray Services	90%	60% UCR
DME	90%	60% UCR
Annual Physical Examination	90%	60% UCR
Laboratory Services	90%	60% UCR
Well Child Care (to Age 12) Includes Immunizations and Allergy Tests & Treatments	90%	60% UCR
Ambulance Services	90%	60% UCR
Home Health Care	90%, 30 days per authorization	60% UCR, 30 days per authorization
Hospice Care	90%	60% UCR
Private Duty Nursing/Skilled Nursing Facility	90%	60% UCR
PRESCRIPTION DRUG SERVICES (NON-MAINTENANCE DRUGS)¹		
Prescription or Refill	Generic \$10 Formulary Brand \$20 Non-Formulary Brand \$30	

In-network = services provided by a vendor network physician.

Out-of-network = services provided by a non-participating, or non-contracting provider; balance billing may apply.

¹Only the first three 30-day supply of a maintenance drug will be covered if purchased at a retail pharmacy. Any subsequent refills must be purchased through the mail-in order prescription plan.

APPENDIX B (continued)
Current coverage remains in effect until December 31, 2012
Central Ohio Transit Authority (COTA)
OPT-OUT (OPTION 2)
Plan Design – Union 002 (1)

OPT-OUT (OPTION 2)
Opt-Out Payment - \$400/Month in Two Equal Parts (i.e. medical, dental and vision)
Employees who choose to Opt-Out out of Medical Coverage, but maintain Vision and Dental coverage (see Article XII, Sec. 12.4). Vision and Dental coverage will be the same as listed in the Vision and Dental sections of the Appendix. The premium cost is as follows:
1/1/2012 10% of Monthly Premium
1/1/2013 15% of Monthly Premium
1/1/2014 15% of Monthly Premium

APPENDIX B (continued)
Current coverage remains in effect until December 31, 2012
 Central Ohio Transit Authority
 Mail Order Prescription Drug Program
 Plan Design – Union 002 (1)

PRESCRIPTION DRUG BENEFITS	
Dependent Age Limit	Age 19/Age 25 if full-time student
Co-Payment	Generic \$20 Formulary Brand \$30 Non-Formulary Brand \$40
Oral Contraceptives	Covered
Days' Supply	90

APPENDIX B (continued)
Current coverage remains in effect until December 31, 2012
 Central Ohio Transit Authority
 Dental Program
 Plan Design – Union 002 (1)

DENTAL BENEFITS	
Dependent Age Limit	Age 19/Age 25 if full time student
Deductible	\$25 individual/\$75 family per benefit period
Maximum	\$1,200 per calendar year
Lifetime Maximum	\$9,000
PREVENTIVE SERVICES	
Oral Examinations (2 Per Calendar Year)	100% UCR
Bite-Wing X-Rays (2 Per Calendar Year)	100% UCR
Prophylaxis (2 Per Calendar Year)	100% UCR
Topical Fluoride Treatments (1 Per Calendar Year For Eligible Dependent Children Under Age 19)	100% UCR
Space Maintainers (for Eligible Dependent Children Under Age 19)	100% UCR
ESSENTIAL SERVICES	
Diagnostic X-Rays	100% UCR
Repair Of Dentures	80% UCR
Restorations	80% UCR
Simple Extractions	80% UCR
Endodontics	80% UCR
Surgical Extractions	80% UCR
COMPLEX SERVICES	
Inlays and Onlays (for Covered Persons Age 16 & Over)	80% UCR
Crowns (Covered Persons Age 16 & Over)	80% UCR
Dentures	80% UCR
Bridges	80% UCR
ORTHODONTIA SERVICES	
Orthodontics (for Eligible Dependent Children Under Age 19)	80% UCR (not subject to deductible up to a lifetime maximum of \$500)

APPENDIX B (continued)
Current coverage remains in effect until December 31, 2012
 Central Ohio Transit Authority
 Standard Vision Care Program
 Union 002 (1)

VISION BENEFITS		
Dependent Age Limit	Age 19/Age 25 if full time student	
Examination (One Every 12 Months)	100% UCR	
Frames (One Pair Every 12 Months)	Limited to \$70/pair	
Lenses	These benefits are paid per person for 12 months	
	Single	\$70/pair
	Bifocals	\$100/pair
	Trifocals	\$140/pair
	Lenticular	\$150/pair
	Medically necessary contact lenses	\$300/pair
Cosmetic contact lenses	\$140/pair	

APPENDIX B (continued)
 Subject to Article XII
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority
 Super Med Plus
 Plan Design – Union 002 (1)

	IN-NETWORK	OUT OF NETWORK
Dependent Age Limit	As required by state and federal law	
Lifetime Maximum	Unlimited	
Gastric Bypass Lifetime Maximum (Includes Complications)	\$40,000	
Deductible	\$250/\$500	\$1000/\$2,000
Co-Insurance Maximum (Includes Deductible)	\$1,250/\$2,500	\$2,500/\$5,000
Co-Insurance	90%	60% UCR
Preventative Care Office Visit Co-pay	\$0	Deductible, then 20%
Office Visit Co-Pay	\$20	Deductible, then 20%
INPATIENT SERVICES		
Inpatient Hospital Admission	Deductible, then 90%	Deductible, then 60% UCR
Semi Private Room & Board	90%	60% UCR
Physician Services	90%	60% UCR
Surgery & Anesthesia	90%	60% UCR
Drugs & Other Medication	90%	60% UCR
Lab & X-Ray Services	90%	60% UCR
Ancillary Services	90%	60% UCR
Maternity Care	100%	60% UCR
Mental Health Care and/or Substance Abuse Treatment; Limited to 30 Days Per Benefit Period; (Limited to 3 Inpatient Admissions Per Lifetime; 1 Admission Per Benefit Period for Substance Abuse)	90%	Not covered
OUTPATIENT SERVICES		
Emergency Room	\$150 co-pay, then 90% (co-pay waived if admitted)	\$150 co-pay then 60% UCR
Mental Health and/or Substance Abuse Treatment (20 Visits Combined Per Benefit Period)	90%	60% UCR
Outpatient Surgery	90%	60% UCR
Urgent Care Center	\$20 co-pay, then 90%	\$30 co-pay, then 60% UCR

APPENDIX B (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority
 Super Med Plus
 Plan Design – Union 002 (1)

	In-Network	Out-of-Network
Office Visits (other than preventative)	Co-pay, then 90%	60% UCR
X-Ray Services	90%	60% UCR
DME	90%	60% UCR
Annual Physical Examination	100%	60% UCR
Laboratory Services	90%	60% UCR
Well Child Care (to Age 12) Includes Immunizations and Allergy Tests & Treatments	100%	60% UCR
Ambulance Services	90%	60% UCR
Home Health Care	90%, 30 days per authorization	60% UCR, 30 days per authorization
Hospice Care	90%	60% UCR
Private Duty Nursing/Skilled Nursing Facility	90%	60% UCR
Prescription Drug Services (Non-Maintenance Drugs)¹		
Prescription or Refill	Generic \$10 Formulary Brand \$25 Non-Formulary Brand \$40	

In-network = services provided by a vendor network physician.

Out-of-network = services provided by a non-participating, or non-contracting provider; balance billing may apply.

¹Only the first three 30-day supply of a maintenance drug will be covered if purchased at a retail pharmacy. Any subsequent refills must be purchased through the mail-in order prescription plan.

APPENDIX B (continued)
Effective January 1, 2013-December 31, 2013
Central Ohio Transit Authority (COTA)
OPT-OUT (OPTION 2)
Plan Design – Union 002 (1)

OPT-OUT (OPTION 2)	
Opt-Out Payment - \$400/Month in Two Equal Parts (i.e. medical, dental and vision)	
Employees who choose to Opt-Out out of Medical Coverage, but maintain Vision and Dental coverage (see Article XII, Sec. 12.4). Vision and Dental coverage will be the same as listed in the Vision and Dental sections of the Appendix. The premium cost is as follows:	
1/1/2013	15% of Monthly Premium
1/1/2014	15% of Monthly Premium

APPENDIX B (continued)
Effective January 1, 2013-December 31, 2013
Central Ohio Transit Authority
Mail Order Prescription Drug Program
Plan Design – Union 002 (1)

Prescription Drug Benefits	
Dependent Age Limit	As required by state and federal law
Co-Payment	Generic \$20 Formulary Brand \$50 Non-Formulary Brand \$80
Oral Contraceptives	Covered
Days' Supply	90

APPENDIX B (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority
 Dental Program
 Plan Design – Union 002 (1)

Dental Benefits	
Dependent Age Limit	Age 19/Age 25 if full time student
Deductible	\$25 individual/\$75 family per benefit period
Maximum	\$1,500 per calendar year
Lifetime Maximum	Unlimited
Preventive Services	
Oral Examinations (2 Per Calendar Year)	100% UCR
Bite-Wing X-Rays (2 Per Calendar Year)	100% UCR
Prophylaxis (2 Per Calendar Year)	100% UCR
Topical Fluoride Treatments (1 Per Calendar Year For Eligible Dependent Children Under Age 19)	100% UCR
Space Maintainers (for Eligible Dependent Children Under Age 19)	100% UCR
Essential Services	
Diagnostic X-Rays	100% UCR
Repair Of Dentures	80% UCR
Restorations	80% UCR
Simple Extractions	80% UCR
Endodontics	80% UCR
Surgical Extractions	80% UCR
Complex Services	
Inlays and Onlays (for Covered Persons Age 16 & Over)	80% UCR
Crowns (Covered Persons Age 16 & Over)	80% UCR
Dentures	80% UCR
Bridges	80% UCR
Orthodontia Services	
Orthodontics (for Eligible Dependent Children Under Age 19)	80% UCR (not subject to deductible up to a lifetime maximum of \$1,000)

APPENDIX B (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority
 Standard Vision Care Program
 Union 002 (1)

Vision Benefits		
Dependent Age Limit	Age 19/Age 25 if full time student	
Examination (One Every 12 Months)	100% UCR	
Frames (One Pair Every 12 Months)	Limited to \$140/pair	
Lenses	These benefits are paid per person for 12 months	
	Single	\$70/pair
	Bifocals	\$100/pair
	Trifocals	\$140/pair
	Lenticular	\$150/pair
	Medically necessary contact lenses	\$300/pair
	Cosmetic contact lenses	\$140/pair

APPENDIX B (continued)
 Subject to Article XII
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority
 Super Med Plus
 Plan Design - Union 002 (1)

	In-Network	Out of Network
Dependent Age Limit	As required by state and federal law	
Lifetime Maximum	Unlimited	
Gastric Bypass Lifetime Maximum (Includes Complications)	\$40,000	
Deductible	\$500/\$1,000	\$1000/\$2,000
Co-Insurance Maximum (Includes Deductible)	\$1,500/\$3,000	\$2,500/\$5,000
Co-Insurance	90%	60% UCR
Preventative Care Office Visit Co-pay	\$0	Deductible, then 20%
Office Visit Co-Pay	\$20	Deductible, then 40%
Inpatient Services		
Inpatient Hospital Admission	Deductible, then 90%	Deductible, then 60% UCR
Semi Private Room & Board	90%	60% UCR
Physician Services	90%	60% UCR
Surgery & Anesthesia	90%	60% UCR
Drugs & Other Medication	90%	60% UCR
Lab & X-Ray Services	90%	60% UCR
Ancillary Services	90%	60% UCR
Maternity Care	100%	60% UCR
Mental Health Care and/or Substance Abuse Treatment; Limited to 30 Days Per Benefit Period; (Limited to 3 Inpatient Admissions Per Lifetime; 1 Admission Per Benefit Period for Substance Abuse)	90%	Not covered
Outpatient Services		
Emergency Room	\$150 co-pay then 90% (co-pay waived if admitted)	\$150 co-pay then 60% UCR
Mental Health and/or Substance Abuse Treatment (20 Visits Combined Per Benefit Period)	90%	60% UCR
Outpatient Surgery	90%	60% UCR
Urgent Care Center	\$20 co-pay, then 90%	\$30 co-pay, then 60% UCR

APPENDIX B (continued)
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority
 Super Med Plus
 Plan Design – Union 002 (1)

	In-Network	Out-of-Network
Office Visits (other than preventative)	Co-pay, then 90%	80% UCR
X-Ray Services	90%	60% UCR
DME	90%	60% UCR
Annual Physical Examination	100%	60% UCR
Laboratory Services	90%	60% UCR
Well Child Care (to Age 12) Includes Immunizations and Allergy Tests & Treatments	\$100	60% UCR
Ambulance Services	90%	80% UCR
Home Health Care	90%, 30 days per authorization	60% UCR, 30 days per authorization
Hospice Care	90%	80% UCR
Private Duty Nursing/Skilled Nursing Facility	90%	60% UCR
Prescription Drug Services (Non-Maintenance Drugs)		
Prescription or Refill	Generic \$10 Formulary Brand \$30 Non-Formulary Brand \$50	

In-network = services provided by a vendor network physician.

Out-of-network = services provided by a non-participating, or non-contracting provider; balance billing may apply.

¹Only the first three 30-day supply of a maintenance drug will be covered if purchased at a retail pharmacy. Any subsequent refills must be purchased through the mail-in order prescription plan.

APPENDIX B (continued)
Effective January 1, 2014-December 31, 2014
Central Ohio Transit Authority (COTA)
OPT-OUT (OPTION 2)
Plan Design – Union 002 (1)

OPT-OUT (OPTION 2)
Opt-Out Payment - \$400/Month in Two Equal Parts (i.e. medical, dental and vision)
Employees who choose to Opt-Out out of Medical Coverage, but maintain Vision and Dental coverage (see Article XII, Sec. 12.4). Vision and Dental coverage will be the same as listed in the Vision and Dental sections of the Appendix. The premium cost is as follows:
1/1/2014 15% of Monthly Premium

APPENDIX B (continued)
Effective January 1, 2014-December 31, 2014
Central Ohio Transit Authority
Mail Order Prescription Drug Program
Plan Design – Union 002 (1)

Prescription Drug Benefits	
Dependent Age Limit	As required by state and federal law
Co-Payment	Generic \$20 Formulary Brand \$60 Non-Formulary Brand \$100
Oral Contraceptives	Covered
Days' Supply	90

APPENDIX B (continued)
Effective January 1, 2014-December 31, 2014

Central Ohio Transit Authority
Dental Program
Plan Design – Union 002 (1)

Dental Benefits	
Dependent Age Limit	Age 19/Age 25 if full time student
Deductible	\$25 individual/\$75 family per benefit period
Maximum	\$1,500 per calendar year
Lifetime Maximum	Unlimited
Preventive Services	
Oral Examinations (2 Per Calendar Year)	100% UCR
Bite-Wing X-Rays (2 Per Calendar Year)	100% UCR
Prophylaxis (2 Per Calendar Year)	100% UCR
Topical Fluoride Treatments (1 Per Calendar Year For Eligible Dependent Children Under Age 19)	100% UCR
Space Maintainers (for Eligible Dependent Children Under Age 19)	100% UCR
Essential Services	
Diagnostic X-Rays	100% UCR
Repair Of Dentures	80% UCR
Restorations	80% UCR
Simple Extractions	80% UCR
Endodontics	80% UCR
Surgical Extractions	80% UCR
Complex Services	
Inlays and Onlays (for Covered Persons Age 16 & Over)	80% UCR
Crowns (Covered Persons Age 16 & Over)	80% UCR
Dentures	80% UCR
Bridges	80% UCR
Orthodontia Services	
Orthodontics (for Eligible Dependent Children Under Age 19)	80% UCR (not subject to deductible up to a lifetime maximum of \$1,000)

APPENDIX B (continued)
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority
 Standard Vision Care Program
 Union 002 (1)

Vision Benefits		
Dependent Age Limit	Age 19/Age 25 if full time student	
Examination (One Every 12 Months)	100% UCR	
Frames (One Pair Every 12 Months)	Limited to \$140/pair	
Lenses	These benefits are paid per person for 12 months	
	Single	\$70/pair
	Bifocals	\$100/pair
	Trifocals	\$140/pair
	Lenticular	\$150/pair
	Medically necessary contact lenses	\$300/pair
Cosmetic contact lenses	\$140/pair	

APPENDIX C

Longevity Increases

Section 1. (a) All employees shall receive a longevity increase based upon their respective, in-service date of any job(s), which are covered by this Agreement. Such longevity increase is in addition to the Wage Schedule shown in Appendix A.

(b) The longevity amount shall be one cent (1¢) per year of service beginning with five cents (5¢) per hour after five (5) full years of service, and shall cease to increase after reaching a maximum of thirty cents (30¢) per hour after thirty (30) full years of service. All employees having thirty-one (31) or more full years of service shall continue to receive the longevity amount of thirty cents (30¢) per hour.

APPENDIX D

Quarterly Performance Incentive Bonus¹

Full-time Fare Box Pullers shall be eligible for a quarterly performance incentive payment of \$250. To be eligible for such payment the employee must meet the following criteria:

- (1) Active status for the entire calendar quarter.
- (2) Meet or exceed the probing performance standard. The standard will be defined quarterly as successfully probe at

¹ Retroactivity does not apply to the Bonus program.

least 97% of the total number of buses available for probing. The available number will be determined by multiplying the weekday pull-ins during the normal shift hours by the number of scheduled workdays per person.

APPENDIX E
Memorandum Of Understanding
By And Between Cota And Twu Local 208

Regarding the reassignment of current Pass Sales/Customer Service Representative employees (effective September 25, 2012) to Cashier Clerk positions within the Cashier Clerk/Farebox Puller department

1. Except as contained in this Memorandum of Understanding, the current Pass Sales employees will assume the terms and conditions of employment under the Cashier Clerks/Farebox Pullers contract (to include wages and PERS pick-up).
2. Current Pass Sales employees will be reassigned to the Cashier Clerk positions within the Cashier Clerk/Farebox Puller department.
3. Current Pass Sales employees will be allowed one opportunity to bid out of their Cashier Clerk positions and back into Customer Service department. This opportunity will be at their choice, however, must coincide with a sign up in the Customer Service department.
4. The current Pass Sales employees will maintain their Authority seniority upon their transfer into the Cashier Clerk positions within the Cashier Clerk/Farebox Puller department.
5. The current Pass Sales employees will maintain their seniority, effective as of the ratification of the contract, for the Customer Service department and only upon their return to the Customer Service department will they accrue any additional seniority within that department.
6. After bidding back into the Customer Service department, the current Pass Sales employees will only be able to return to the Cashier Clerk/Farebox Puller department if they apply for a vacant position and were awarded the job.
7. If the current Pass Sales employees choose to exercise their option to bid into the Customer Service department, then the Customer Service department will absorb the additional staffing and will only return to its prior staffing level through attrition.
8. Any vacant Cashier Clerk position will be posted and filled at the Authority's discretion.
9. Upon bidding back into the Customer Service department, the current Pass Sales employees will then assume the terms and conditions of employment contained in the Customer Service department contract with the exception that they will maintain their then-applicable Cashier Clerk wage. They will maintain their then-applicable Cashier Clerk wage until the Customer Service contract provides a higher wage.
10. The Cashier Clerks will not be forced to work any overtime in the Farebox Puller position.
11. Cashier Clerks, and Farebox Pullers performing the job duties of a Cashier Clerk, will be eligible for the additional 5% over the applicable wage for being bilingual including the additional language of ASL.
12. The current Pass Sales employees will maintain a quarterly performance incentive bonus as follows:

APPENDIX E

Cashier Clerks are eligible for a monetary bonus or days off work each trimester (every four months) for meeting/exceeding performance standards established to enhance service to the customer. The Bonus Pool will be based on the following criteria:

- (1) Individual goals.
- (2) Recognition will be each trimester (every four months).
- (3) Payout will be \$200 or \$100.

The \$200 bonus can be exchanged for a personal day off; if elected, each payout will be paid in cash. To be eligible for the bonus (at the end of each trimester), employees must meet/exceed the following standards:

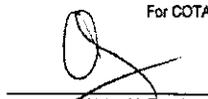
\$200 Bonus or One (1) Personal Day*	\$100 Bonus
No absences or tardies	Absences/tardies – No absences or tardies
No verified complaints	No verified complaints
No shortages/overages (net for period)	Cash overages/shortages \$10 or less (net for period)
Two (2) or less pass payment reconciliation errors	Two (2) or less pass payment reconciliation errors
*Personal Day has to be approved by the Manager of Revenue Collection & Pass Sales and taken within the next trimester.	

13. The Cashier Clerk who delivers passes, and any Farebox Puller who delivers passes, will maintain the payment of an additional 5% over the applicable wage.
14. Cashier Clerks will be required to wear an Authority-provided uniform. The uniform will consist of a combination of each of the following:
 - o Eleven (11) long or short sleeve shirts
 - o Six (6) pants or skirts
 - o Five (5) vests or sweaters
15. Cashier Clerks must sign on and off cash register and maintain their daily receipts for cash drawer balancing. If cash receipts are not available, then progressive discipline will apply.

For TWU


Andrew J. Jordan
President

For COTA


Kristen M. Treadway
VP of HR and LR

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