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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
Bus Operators and Vehicle/Facilities Maintenance
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, by striving to operate the Authority's vehicles safely and efficiently; maintain the Authority's vehicles in a clean and mechanically sound condition; and handle the public in a courteous and professional manner. 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, party of the first part, hereinafter referred to as the "Authority", and the Transport Workers Union of America, Local No. 208-affiliated with the AFL-CIO, party of the second part, 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, with respect to the matters herein embraced, the Authority recognizes the Union as the exclusive representative (certified by the National Labor Relations Board, December 9, 1941, in Case No. 9-R-546) of all employees of the Authority working in the Transportation and Maintenance Departments as Operators and service department employees excluding supervisors, managers and clerical staff. 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 meet the requirements of timely tendering of the periodic dues, 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 (1) 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, 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, which 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 into 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: (a) The Union shall have the right to post notices of meetings (regular, special or social) and bulletins of general, civic or patriotic interest to the employees at the reporting places, on bulletin boards furnished and put up by the Union, except for those bulletin boards covered under Section 2.14, in conspicuous and appropriate places agreed upon by the parties hereto. Any such notice shall not be derogatory or injurious to the Authority's interest, shall be signed by the authorized representatives of the Union and carry the seal of the Union.

(b) Employees of the bargaining unit shall be allowed to distribute campaign literature for the purpose of running for Local No. 208 of the Transport Workers Union elected offices on Authority property. Such distribution is to be done on the employee's own time, commencing no more than thirty (30) days prior to official elections and ceasing at midnight (12:00 a.m.) prior to the day of elections. Material must be handed directly to employees and may not be placed on buses, tables, counters, cars, walls, Authority bulletin boards or any other Authority moving or stationary equipment. All material distributed must be in good taste, making no derogatory remarks about the Authority or its employees.

(c) The Union shall be allowed to distribute newsletters on Authority property at intervals of no more than one (1) per month. Such newsletters shall refrain from making derogatory remarks about the Authority, its operation or its employees. Such newsletters may not be political in nature, supporting or not supporting any political party, individual or issue. Newsletters must be given directly to employees or placed on Union bulletin boards.

(d) 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 non-working time.

(b) The Union official may contact a bargaining unit member while such member is working, provided the immediate supervisor or foreman 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) The Authority will pay four (4) Union committee persons in attendance at a monthly meeting (one [1] per calendar month) with the Authority to discuss matters of mutual importance (not to include grievances). Each individual Committee person (excluding the Union President or his/her replacement) in attendance at such meeting shall be paid a minimum of two (2) hours and no more than four (4) hours. Payment shall be made at his/her straight time hourly rates.

(b) Paid time shall begin at the time the employee is relieved from work and shall continue (excluding lunch time) until the employee returns to work, and such time shall be included within the minimum and maximum time paid. Committee persons shall consist of the individuals holding the following Union positions: Union President, First Vice President, Second Vice President, Secretary/Treasurer and Recording Secretary. In the absence of any of the Committee persons the Union may elect to replace such absent Committee persons with a Union member of its choice.

(c) Anything agreed to by the parties, which does not change the Memorandum of Agreement, in the meetings, shall be reduced to writing and, if signed by the Union President and the Authority's representative, will be binding upon both parties. Such meetings shall be held on the first Wednesday following each monthly Union membership meeting, if possible.

Section 2.9: (a) Provided the Union President's position remains a full-time position, the employee serving as Union President 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) No more than four (4) employees who are officers or members of the Union, exclusive of the full-time Union President, shall be granted release time by the Authority from their regular job duties on a part-time basis to transact business for the Union provided reasonable advance notice is given by a Union official for such release time. Part-time release time in excess of four (4) Union officers or members may be granted to employees under special circumstances upon the express approval of the President/CEO, or his/her designee.

(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 fulltime 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 2.10: (a) The Authority will meet with Union officials (at their request) and the supplier of vending machines, in order to maintain a high standard of vending machine products.

(b) The company/individual who holds such vending machine agreement with the Authority shall sell all like-item products at the same unit cost in each vending machine. The vending company/individual shall service such machines on a regular schedule as prescribed and agreed by the vendor, the Union and the Authority.

Section 2.11: The Authority agrees that it will meet with Union representatives for the purpose of discussing modification and coordination of schedules, and both parties agree that they will make reasonable effort to reach a mutually satisfactory agreement on changes when such changes are indicated by conditions. However, all scheduling will be at the Authority's discretion, and the Authority shall have final determination in cases of a disagreement with scheduling committees.

Section 2.12: The Authority shall provide the Union with copies of all general vacation sign-up list(s). These general vacation sign-up list(s) copies shall be made available seven (7) days after each general vacation sign-up(s) is/are completed. The Union President (or his/her representative) shall personally pick up and sign for the list(s) within fifteen (15) days (excluding Saturday, Sunday and holidays) after written notification by the Authority.

Section 2.13: (a) The Authority shall provide to the Union a list of supervisory and non-supervisory positions, which 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.

(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 2.14: The Authority shall purchase and install five (5), approximately 4' x 4', locked glass-enclosed bulletin boards. Such bulletin boards 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 the other contractual language that might be contained within this Memorandum of Agreement.

Section 2.15: The Authority shall make arrangements for payroll deductions regarding the Committee on 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, which will include C.O.P.E.

Section 2.16: The Authority will arrange for check off to Consumer Credit Counseling (a specific agency) upon request.

ARTICLE III

Management Responsibility

Section 3.1: The Authority shall have the right to exercise full control and discipline in the interest of efficient public service and the conduct of its business, subject however, to the terms of the Agreement and to the employees' privilege of presenting grievances as herein defined and provided for in Article V.

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/her 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 fact shall have the option to have at least one (1) 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, re-instruction and/or retraining, or discharge, and the reasons therefore. Employees who are suspended without pay for the first thirty (30) days of an investigation shall be paid for any missed workday in excess of thirty (30) days (unless the employee refuses to cooperate).

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, provided that the Union has the right to waive Step 1 of the grievance process:

Step 1: A grievance must be filed within three (3) of the employee's work days after its occurrence is discovered. A grievance is filed when it is reduced to writing and presented by the employee and/or a Union representative to the Manager. Within four (4) business days after the presentation of the grievance, the Manager shall meet with the Union representative and the aggrieved employee or with his/her Union representative. Step 1 grievance procedure meetings will be conducted at the facility where the grievant is assigned upon request of aggrieved employee and/or Union representation. If the grievance is not satisfactorily settled by the Manager within four (4) business days of such meeting, then the grievance may be appealed to Step 2 within five (5) business days of the Manager's response. All time limits, as contained herein, shall exclude Saturdays, Sundays, holidays and days off. These time limits apply to both filing and answering grievances. A business day shall be 8:00 a.m. to 5:00 p.m.

Step 2: The Director of the Department 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 Union representative and the aggrieved employee or his/her Union representative in an attempt to satisfactorily adjust such grievance. If the grievance is not satisfactorily answered by the Director of the Department within five (5) business days of such meeting, then the grievance may be appealed to Step 3 within five (5) business days of Director'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 single 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: The President/CEO of the Authority, or a single 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, and at least one (1) Union representative, in an attempt to satisfactorily adjust such grievance. The Authority's President/CEO, or a single 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 (2) 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. At Step 3, all grievances must be in writing setting forth the claimed unjust discipline, breach of contract or its misapplication or misinterpretation, and shall also specifically set forth the Article and Section number of the Agreement claimed to have been breached, misapplied, or

misinterpreted.

Section 5.4: A Union steward or officer, who is needed 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.

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/her 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 number 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 level. Such discussions and settlements are to be encouraged at all times.

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 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 signature, 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 and to the executive office of the Union and to the employee at the last address furnished to the Authority by such employee or, in Transportation, when the grievant is notified on his/her sign-in tape that the grievance answer is ready at the Dispatch Supervisor's office. If not ready, the notice will not be considered given or served at that time. 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. At any time prior to arbitration, the parties may use non-binding grievance mediation by mutual agreement.

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 proceed 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 (1) name remains. Said arbitrator shall conduct 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 an 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

(a) An Accident Review Committee shall be established consisting of two (2) management representatives, two (2) Union Transportation representatives, two (2) Union Maintenance/Facilities Department representatives and an impartial third party, with such impartial third party to be mutually agreed upon. One alternate shall be provided in the Transportation Department section, Maintenance/Facilities Department section, management section, and the impartial section in the event of absence by regular Committee members.

(b) The two (2) representatives from the Maintenance/Facilities Department shall serve only when the Committee reviews accidents in the Maintenance/Facilities Department. The two (2) members from the Transportation Department shall serve only when the Committee reviews accidents involving the Transportation Department.

(c) Members of the Committee from the Transportation Department and the Maintenance/Facilities Department shall be chosen by the Union from a listing of qualified employees as established by mutual agreement. Management representatives shall be chosen at the discretion of the Authority. The impartial third party member and alternate shall be chosen by a striking method similar to that used in choosing arbitrators.

(d) If the impartial third party is compensated, either by payment for services rendered or expenses, then the Authority and the Union shall equally bear such costs.

(e) The Committee members chosen shall serve for the duration of the Memorandum of Agreement. If vacancies occur during the term of the agreement, new members shall be chosen promptly, using the same method as previously outlined.

(f) The Committee shall meet as required to review those accidents properly brought before it. An accident may be properly brought before the Committee at the request of the employee charged with an accident within three (3) working days (excluding Saturdays, Sundays and holidays) of official notice from the Authority of the accident chargeability.

(g) The Committee's authority shall not exceed determining the preventability or non-preventability of an accident. The Committee is not empowered to judge the discipline administered for preventable accidents. However, if an accident is judged non-preventable by the Committee, the Authority shall change its records to reflect this decision and pay the employee any time lost assessed by the Authority and any time lost to attend the Accident Review Committee hearing. All decisions by the Committee shall be binding on both parties and shall not be subject to grievance or arbitration.

(h) Other details of the Accident Review procedures will be worked out between the Authority and the Union and reduced to writing in the form of an Accident Review Procedure Booklet. When completed, such booklet shall be distributed to all members of the bargaining unit and shall be considered a part of the negotiated Memorandum of Agreement.

ARTICLE VIII

Wages

The Wage Schedule (Appendix "A"), and Longevity Increases (Appendix "B"), 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

The terms of this contract shall serve as the only basis for vacation leave, and employees hired after February 1, 1993, shall only receive credit for vacation for those years of service with the Central Ohio Transit Authority.

Those employees hired prior to this date, and who meet the eligibility qualifications of Section 9.44 of the Ohio Revised Code, are grandfathered and will maintain all benefits. Therefore, consecutive years of active service for employees hired after February 1, 1993, shall only include years of service with COTA and shall not include years of service with any other entity.

All rights accrued under Section 9.44 or subsequent sections regarding vacation credit for employees hired after February 1, 1993, 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 (40 hours) with pay. Employees may exercise a vacation option privilege after completing six (6) consecutive months of service. An employee who may exercise this option may choose any vacation week open, but if no vacation dates are open, the employee will have to choose an open vacation week, which may extend to the following year, but not later than March of the following year. For the employee who has completed one (1) year of service and no vacation dates are open for that year, the employee shall choose open vacation dates during January, February or March of the following year. 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, which 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 (80 hours) 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 (120 hours) 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 (160 hours) 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 (200 hours) 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 (240 hours) 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 with more than one (1) week of vacation will be permitted to take one (1) week (40 hours) of vacation one-day-at-a-time; employees with two (2) weeks of vacation will be permitted to take two (2) weeks (80 hours) of vacation one-day-at-a-time; and employees with three (3) weeks of vacation will be permitted to take three (3) weeks (120 hours) days 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. Of those 40, 80, 120 hours, an employee may take up to three (3) consecutive days at a time if s/he chooses. 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. All "one-day-at-a-time" vacation, remaining to the employee's credit at the end of any vacation year, will be sold back to the Authority at their respective straight time hourly rate the first full pay period in the following January. For employees working a 4-10 assignment, vacation pay per day may be paid, at the option of the employee, for an eight (8) hour or ten (10) hour day at the straight time hourly rate.

(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 seven hundred twenty (720) hours 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 seven hundred twenty (720) hours 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) weeks' notice to their Manager 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. However, a Maintenance/Facilities Department employee must work a minimum of thirty (30) days after return from such leave before exercising vacation privileges.

(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 (12:00 p.m.) 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 (m). Specifically, an employee who has earned one hundred twenty (120) hours or more vacation may elect not to take, but to bank, a maximum of eighty (80) hours vacation in any one (1) year; however, an employee who has one hundred twenty (120) hours of earned vacation may only bank forty (40) hours of such vacation. There shall be no limit on the number of hours banked over a period of years, so long as not more than eighty (80) hours are banked in any one (1) year. Once forty (40) hours 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. Such hours 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 31st of the year in which such hours of vacation was earned. Upon death or termination of employment, the dollar amount paid by the Authority shall be computed by valuing such hours of banked vacation on the basis of the straight time hourly rate of pay, which was being paid such employee on December 31st of the year in which such hours of banked vacation

was earned. Employees desiring to bank vacation(s) must make such choice at the initial time of vacation choosing.

(n) Employees shall take a minimum of eighty (80) hours vacation in each entitlement year. Those who wish to work vacation entitlement, in excess of eighty (80) hours, 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 chosen. Employees shall be paid for all non-chosen vacation at his/her written request, which must be made seven (7) calendar days prior to the pay day on which the pay is to be received. For purposes of this provision, vacation weeks nominated as "one-day-at-a-time" shall be considered chosen.

(o) All employees shall choose their vacation week(s) at the time of vacation sign-up in accordance with their respective department seniority, and further, by board, classification, or line of progression requirements, as the respective case may be.

Transportation Department

Section 9.2: (a) Twice per year, a regular Operator who gives fifteen (15) days prior written notice may be marked off on the Saturday and Sunday that immediately precedes the Monday upon which one (1) week of his/her vacation begins.

(b) Extra Board Operators shall be scheduled off the Saturday and Sunday that immediately precedes the Monday upon which vacation begins. However, if such mark-off in any way affects the Authority's scheduling during holiday weeks, this privilege will be permitted only to a number of employees equal to the average number of employees at each station permitted during non-holiday weeks, in the Authority's discretion, to schedule vacations, and these Operators shall be chosen according to seniority.

(c) A Saturday or Sunday may be granted off to a Transportation employee during a holiday week immediately preceding the employee's vacation only at the Authority's discretion. By August 15th, Union officials and Management will determine how many vacation slots per week, per station, will be equally distributed throughout the following year.

(d) If vacation weeks become vacant for any reason, the Authority shall permit Operators (only on their respective boards) to choose such vacant vacation weeks based upon their Transportation Department seniority. If no Operator signs up for a vacation period, the vacant vacations will not be removed from posting until two (2) weeks on the Friday before the Monday on which vacation is to begin.

(e) The Union will be responsible for administering and completing the annual vacation pick. COTA agrees to publish a schedule, as designated by the Union, by September 1st of each year setting forth the beginning date of the vacation pick. Any vacations not picked by December 31st will be picked on two (2) Saturdays during the first three (3) weeks of January. The Authority will release Union officers and/or Executive Board Members, at COTA's expense, for a combined total of two hundred (200) straight time hours annually for such purposes.

Vehicle/Facilities Maintenance Department

Section 9.3: (a) When a Maintenance/Facilities Department employee is scheduled to go on vacation, s/he will not be scheduled to work on the days that would normally be his/her regular days off and which immediately precede and follow his/her vacation period, unless they voluntarily choose to work his/her regular days off only immediately preceding the vacation period with one (1) week notice to his/her supervisor.

(b) Once per year, a Maintenance/Facilities Department employee who gives thirty (30) days prior written notice will be permitted to change his/her days off to the Saturday and Sunday, which immediately precede the Monday upon which his/her vacation is to begin. Where this subsection (b) is applicable, subsection (a), above, is not applicable.

Section 9.4: Maintenance/Facilities Department employees will not be required to select a vacation before March 1st of the vacation year. However, any employee who requests and receives (takes) a vacation prior to March 1st, shall have that time treated as his/her first choice.

ARTICLE X

Holidays

Section 10.1: (a) The following days are recognized as fully paid holidays: National holidays, i.e., New Year's Day, Martin Luther King, Jr. 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 active employment with the Authority as of the effective date of this agreement shall receive eight (8) hours personal holiday pay at his/her straight time rate, such payment to be included in the employee's pay check received 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, Jr. Day (MLK) 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 MLK Day. Hours worked on MLK Day shall be included in any bi-weekly guarantee as is any other holiday worked. In order to be paid for MLK Day, an employee must have completed thirteen (13) weeks of active service with the Authority as in subsection 10.1(g)(2) of this section. Employees not scheduled to work on MLK Day, but who are called in to work, shall be paid at time

and one half (1½) for all hours actually worked. The employer is to annually review needed service levels on MLK federal holiday, and assign employee schedules accordingly.

The Authority and Union agree to create a joint Union/Management Committee consisting of three (3) members appointed by the Union and three (3) members appointed by Management for the purpose of reviewing service on the Martin Luther King, Jr. holiday. The purpose of this Committee will be to discuss ways to modify the holiday schedules in order to allow more Operators to have the holiday off.

It is understood that any proposal that is agreed upon in the Committee will not have a negative impact on service to the public. Any proposal agreed upon by the Committee is subject to approval by the COTA Board of Trustees and the Union Executive Board. A proposal accepted by both parties would be implemented. If the parties cannot arrive at a mutually acceptable service level for the Martin Luther King, Jr. holiday, a full weekday schedule will continue to be operated.

(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. Employees working a 4-10 assignment will receive ten (10) hours holiday pay only when the holiday falls on a normally scheduled workday. 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 the days that National Holidays are observed by COTA, and who work their full assignment, shall receive eight (8) hours holiday pay, in addition to pay at the rate of one and one-half (1½) times the hours worked on such holidays. The exceptions to this clause are Independence Day, Christmas Day and New Year's Day. Premium pay will only be paid on July 4th, December 25th, and January 1st. This may result in the employee receiving eighty-eight (88) pay hours in one (1) pay period and seventy-two (72) hours in the next. It is noted that this situation may only occur every seven (7) years.

(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 the applicable rate for all hours worked, with a minimum of four (4) hours pay at straight time hourly rates, plus eight (8) hours 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) On all National Holidays, employees must complete all scheduled work assignments on both their last normally scheduled work day preceding National Holidays and on their first normally scheduled work day following each National Holiday. 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 National Holidays and their first normally scheduled work day following National Holidays before going on such leave, in order to be eligible for holiday pay.

(h) The personal day earned by employees shall be taken within the fiscal year of the Memorandum of Agreement, or will be paid to the employee on the first 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/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 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 that 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(f) prior to going on the sick list in order to be eligible for these payments.

Transportation Department

Section 10.2: (a) The birthday and anniversary date of employment (Authority seniority date) shall be taken on the effective day of such holiday. If such holiday(s) fall during a period where the employee is not scheduled to work, the employee will have the option of working or not working on the next scheduled workday. In order for an employee to exercise the option to work the next scheduled workday, the employee must notify the Authority at least two (2) weeks prior to such holiday involved. If the employee does not provide such notice, the employee will not work the next scheduled workday, but will be paid the holiday pay on the next scheduled workday. An Operator who has not worked under this provision will nevertheless rotate with the board in the same manner as s/he does on one of his/her regular days off.

(b) Transportation Department employees may take birthday or anniversary holidays in connection with regularly scheduled days off, if the Division Supervisor is given seven (7) days' notice of employee's intent to do so. However, where

such an employee has elected and been permitted to move or transfer the date on which s/he is to celebrate a holiday under a provision of this Agreement, this provision shall not prohibit the scheduling of such employee on the original holiday, i.e., the actual date recognized by this Agreement as the holiday. Management shall have the right to refuse such a request for the specific day requested.

(c) Regular days off will not be changed on holiday weeks.

(d) An Operator who makes a miss on a holiday will lose that portion of the holiday pay until such Operator reports to his/her station either in person or by telephone.

(e) When a holiday is observed during an Operator's vacation (see birthday and anniversary date above), s/he shall receive eight (8) hours holiday pay but no extra day of vacation will be allowed.

(f) Operators shall be paid for their personal day, anniversary day, and birthday at their straight time hourly rate for a minimum of eight (8) hours or the actual run time (for both 5-8 or 4-10 assignments) at straight time hourly rate.

(g) Regular Operators scheduled to work on a premium paid holiday with a holiday schedule will have the option of giving away holiday runs according to prescribed procedures established for giving away overtime.

Maintenance/Facilities Department

Section 10.3: (a) When a holiday is observed, with the exception of anniversary or birthday holidays, during an employee's vacation, s/he shall receive holiday pay, but no extra day of vacation will be allowed.

(b) Maintenance/Facilities Department employees may take birthday or anniversary holidays in connection with regularly scheduled days off, if the Supervisor is given seven (7) days' notice of employee's intent to do so. However, where such employee has elected and been permitted to move or transfer the date on which s/he is to celebrate a holiday under a provision of this Agreement, this provision shall not prohibit the scheduling of such employee on the original holiday, i.e., the actual date recognized by this Agreement as the holiday.

(c) The Authority will not schedule employees with ten (10) years of Maintenance/Facilities Department seniority to work on National Holidays recognized by this Agreement, provided that a sufficient number of employees (under ten [10] years of seniority) can be moved from other shifts to work such holiday. The Authority shall not schedule employees with twenty (20) years of Maintenance/Facilities Department seniority to work on National Holidays recognized by this Agreement, unless employees are chosen from the following procedure at step four.

The Authority will schedule Maintenance/ Facilities employees needed to work on National Holidays in the following order, regardless of shift:

- (1) Employees who voluntarily sign up to work their shift.
- (2) Employees who voluntarily sign up to work on any shift.
- (3) If not enough volunteers in various areas, employees with less than ten (10) years of Maintenance/Facilities Department seniority will be required to work.
- (4) If additional personnel are needed, employees with greater than ten (10) years Maintenance/Facilities Department seniority will be used in accordance with Article XXIII, Section 23.22.

ARTICLE XI

Sick Days

Section 11.1: (a) Employees shall be eligible to earn sick days to a maximum of thirteen (13) days (104 hours) per fiscal year (November 1st through October 31st) under the following conditions:

- (1) Employees will start to earn sick days after ninety (90) calendar days of regular active employment.
- (2) An employee who has completed ninety (90) calendar days of active employment and who has not been absent for more than four (4) scheduled days in a calendar month shall be credited at the beginning of the subsequent calendar month with one (1) sick day (eight [8] hours).
- (3) An employee who has completed ninety (90) calendar days of active employment, and in addition has completed nineteen hundred and twenty (1920) straight time hours paid, excluding sick hours, within the fiscal year shall be credited with one (1) additional eight (8) hour sick day at the end of such fiscal period.

(b) Employees hired on or after February 1, 1999 shall earn sick leave days according to the following progression: Five (5) days (40 hours) in the first year of employment; five (5) days (40 hours) in the second year of employment; seven (7) days (56 hours) in the third year of employment; ten (10) days (80 hours) in the fourth year of employment; and thirteen (13) days (104 hours) thereafter if the employee has completed nineteen hundred and twenty (1920) straight time hours paid, excluding sick hours, within the fiscal year (November 1 through October 31).

(c) The maximum number of sick days that may be accumulated by any employee (including those credited to the employee as of November 30, 1982) shall be one hundred fifty (150) days or twelve hundred (1,200) 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. 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].)

(b) An employee on a 5-8 assignment will be charged eight (8) hours for each sick day used. An employee on a 4-10 assignment will be charged ten (10) hours for each sick day used.

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 11.4.

(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.

(b) **Annual Conversion:** 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. 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 11.4 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 11.4 Conversion Chart: Sick leave shall be valued and "sold-back" upon separation or during the annual conversion (see 11.3(b)) according to the following schedule (current hourly rate as of November 30 for conversion or date of separation/retirement):

0-5	years of service	0% of the current hourly rate
6-12	years of service	50% of the current hourly rate
13-19	years of service	75% of the current hourly rate
20+	years of service	100% of the current hourly rate

ARTICLE XII

Insurance

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 D. 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. Annual premium increases shall not exceed one and one-half percent (1^{1/2}%) of the annual average straight time salary of the year prior to the annual premium increase. For purposes of this section, annual premium increases shall not include any increase in premium caused by any change in percentages as a result of Section 12.1(b).

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) options for Medical benefits as outlined in Appendix D. An employee must choose one of the two options 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) The percentage of monthly premium paid by an employee shall continue to be ten percent (10%) through December 31, 2012.
- (2) Effective January 1, 2013, an employee and spouse, where applicable, who participate in the biometrics wellness program will make an eight percent (8%) 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 fifteen percent (15%) 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 an eight percent (8%) 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 twelve percent (12%) monthly premium contribution. An employee or spouse who chooses not to participate in the program, or who do not make the established goal due to nicotine usage, will make a fifteen percent (15%) monthly contribution.
- (4) These percentages shall apply on an annual basis.

- (5) The employee and spouse, if applicable, shall 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 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 shall be deducted from the employee's payment under Section 12.4.
- (8) A newly hired employee shall make an eight percent (8%) monthly premium contribution if the employee and spouse, where applicable, participate in the biometrics program. This eight percent (8%) 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 fifteen percent (15%) monthly contribution. For the second calendar year after the newly hired employee participates in the program the provisions for calendar year 2014 set forth in section 12.1(b)(3) apply. Any employee who is rehired shall be subject to the provisions of this paragraph 12.1(b)(8).
- (9) 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.
- (10) COTA may receive aggregate data regarding its employees' health and wellness from the third party provider. The third party provider shall 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 D 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) Pre-admission review (includes pre-admission 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 the 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 who 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 D 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 D 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 who begin receiving such benefits at this point in time. Employees will continue to receive the same weekly benefit through the current extended injury/illness.

(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-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 the difference, if any, between such insurance payments and any weekly compensation received from the Industrial Commission of Ohio for such injury or illness. 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: Transitional Work Guidelines (a) Purpose: These guidelines are established to outline procedures for injured or ill workers in short-term transitional (temporary) tasks. The transitional work program covers all full-time bargaining employees identified by their physician as temporarily incapacitated due to industrial injury, occupational disease, and/or non-industrial injury or illness. Every effort will be made to place eligible employees in transitional work. However, all assignments are subject to availability and are at the discretion of the Authority on a case-by-case basis.

(b) Objectives:

- (1) To place recovering employees in temporary tasks as a transition to full duty in their regular positions.
- (2) To assist injured or ill employees returning to regular employment with COTA by providing temporary paid employment opportunities.
- (3) To minimize COTA's financial exposure to payment of statutory temporary total disability benefits through its self-insured Workers' Compensation Program.
- (4) To minimize COTA's financial exposure to claims and premium cost for nonindustrial benefits.

(c) Definitions:

- (1) **Transitional Work:** Temporary work tasks within the recovering employee's medical restrictions. Transitional work is provided for a period of sixty (60) calendar days with the intent of returning the employee to his/her regular job classification. Transitional work consists of job tasks only and does not place the employee in a specific position or job classification.
- (2) **Eligible Employee:** A full-time represented employee who has provided medical documentation from their attending physician substantiating temporary incapacity to perform regular job duties.
- (3) **Personal Skills Inventory:** A personal skills inventory will be completed for use in job placement. The assessment may include basic math skills, basic reading comprehension, data processing, basic office procedures and assembly.

(d) **Transitional Work:**

- (1) The employee's attending physician must provide a written statement outlining the employee's medical restrictions. The statement must specifically include:
 - Physical/mental capabilities
 - Estimated duration of limitations
 - An estimated return to work of less than sixty (60) days
- (2) An eligible employee (a full-time represented employee who has provided medical documentation from their attending physician substantiating temporary incapacity to perform regular job duties) is eligible to participate in the program after thirty (30) days from the date of disability. An employee's Physician of Record must document that s/he is physically capable of participating in the program and provide a prognosis, which estimates a return to full duty within a specified period of time.
- (3) When an employee is identified for transitional work, the employee will be given transitional work tasks, subject to availability. Transitional work is limited to sixty (60) calendar days with periodic medical reviews as deemed necessary by the Risk Manager. However, in some instances a recovering employee may not be approved to return to his/her regular job classification at the end of the sixty (60) day period. If the employee is still temporarily incapacitated as confirmed by his/her physician and/or COTA's physician, the employee will be eligible for transitional work for an additional period up to sixty (60) calendar days, with the intention of returning the employee to his/her job classification. The employee's physician will make the final determination as to whether the employee

is physically able to continue in the Transitional Work Program. The duration of the transitional work assignment will be based on identified work restrictions and available work and is not guaranteed. All transitional work assignments are at COTA's discretion.

- (4) If the recovering employee cannot return to his/her regularly assigned duties at the end of the first sixty (60) day period of the transitional program, the employee remains eligible for short-term disability or workers' compensation benefits following their termination of the program.
- (5) An employee may use earned vacation time while in transition status provided that the employee notifies Human Resources prior to the commencement of transitional work. Vacation time used while in transitional work will be at the employee's regular rate of pay.
- (6) Employees who are required to participate in therapy related to their disability may use their available sick time to cover such absences.
- (7) When transitional work that has been approved by the treating physician is offered by COTA, the recovering employee has the right to decline or discontinue program participation at any time. However, if such an employee is currently collecting workers' compensation benefits, COTA may exercise its option under ORC 4123.56 and terminate the payment of any temporary total disability benefits to the employee. Employees collecting Weekly Sick Benefits will not be subject to the termination of such benefits should they elect not to participate in the Transitional Work Program.
- (8) The rate of pay for transitional work is calculated using the Ohio Bureau of Workers' Compensation Wage Loss formula. This amount is defined as a percentage of the difference between the gross weekly wage and the average or full weekly wage (whichever is greater). Wage loss will be paid to any participating employee in addition to a temporary total disability rate determined by the BWC.
- (9) Bargaining Unit members in the Transitional Work Program will continue to receive all contract benefits.

Section 12.11: 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 12.12: 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 (twenty-four [24] pay periods per year).

Section 12.13: 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 12.14: 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 12.15: 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 (\$1,000) of coverage. Premium cost to retirees will increase proportionately in accordance with increased premium charges incurred by COTA.

Section 12.16: 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 life insurance as set forth in Article XII, Sections 12.13, 12.14, and 12.15 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 12.17: 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, a Dependent Care FSA and an employee premium contribution 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 11.5.)

(c) Three (3) days of available sick leave may be used as Bereavement Leave for the death of an aunt and/or uncle. One (1) Day of such leave must be the day of the funeral. 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 issue, the employee shall

be reimbursed the amount paid for the replacement pass.

ARTICLE XVII

General

Section 17.1: (a) Employees may be hired by the Authority for specific jobs. The Authority may hire employees for unusual or emergency conditions, but for not less than a thirty (30) day period. The Union shall be notified as to the nature and probable duration of such jobs, and the name of the individuals employed for such jobs, within thirty (30) workdays after their employment.

(b) 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. Management's disposition of any such grievance relating to, but not confined to, qualifications and discipline up to discharge shall be final and not be subject to the arbitration provisions of this Agreement.

Section 17.2: (a) The Authority shall place bargaining unit employees, who are unable to perform their present duties due to physical condition(s), in another available position in the bargaining unit for which they are physically able to perform and for which they are qualified. To be eligible for such placement, the employee shall have been in good standing during his/her employment, unless such performance was related to his/her medical condition. An employee who wishes to transfer, and is eligible, shall request such transfer on appropriate form(s) fifteen (15) calendar days after the affected employee has been declared unable to perform his/her present duties due to physical condition by the Authority doctor.

(b) If the Authority does not have an available position for an employee who is eligible, and the employee has exhausted all sick leave and weekly sick benefits, the Authority will then place such employee on inactive status for a period not to exceed sixty (60) days. During this period of inactive status, an employee will continue Authority seniority and health insurance benefits. If there is not an available position after the sixty (60) days, such employee will be written out of service.

(c) Any motor coach Operator who is placed in a Maintenance/Facilities Department position under Section 17.2(a) or 17.2(b) above shall earn Maintenance/Facilities Department seniority while holding the Maintenance/Facilities Department position. If the motor coach Operator recovers from the physical condition, which disqualified him/her as an Operator and resulted in his/her transfer to the Maintenance/Facilities Department, s/he may return to the motor coach Operator position, but s/he may do so only at the start of the sign-up. Upon return to the motor coach Operator position, the employee shall be credited with Transportation Department seniority, without any break as a result of the time s/he has spent in the Maintenance/Facilities Department, if s/he has been absent from the Transportation Department for less than two (2) years. If s/he has been absent from the Transportation Department for two (2) years or more as a result of transfer into the Maintenance/Facilities Department under Section 17.2(a) or 17.2(b), above, his/her Transportation Department seniority, upon return to the motor coach Operator position, shall be the amount of Transportation Department seniority that s/he enjoyed prior to his/her transfer to the Maintenance/Facilities Department. Any employee returning to the motor coach Operator position as anticipated by this subsection (c) shall lose all Maintenance/Facilities Department seniority s/he has accumulated.

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 their 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) Estimated date of return to work.
- (3) Under a doctor's care, if so, name of doctor.

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. If an employee has been absent for more than five (5) consecutive work days, s/he must provide a written doctor's excuse or s/he will not be entitled to sick pay. The employee has discretion to use this doctor's excuse as an excused absence under the attendance

policy.

(f) 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.

Section 17.4: For good cause shown, an employee shall be granted a reasonable leave of absence, the time and period of which shall be determined by the Director. 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 2.9. 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. An employee with a CDL suspension, other than for drug or alcohol reasons, shall be permitted one (1) leave of absence, in his/her career, without pay or benefits, not to exceed one hundred and twenty (120) days provided the employee does not otherwise violate the Policy Manual. COTA may permit an additional leave of absence in its sole discretion. In the alternative, an employee with a CDL suspension, other than for drug or alcohol reasons, will be permitted to work in a non-driving position at the applicable rate of pay for a period not to exceed one hundred and twenty (120) days provided the employee does not otherwise violate the Policy Manual.

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, but will be included in computing an extra Operator's guaranteed time. Any guaranteed time, such as intervening time, which overlaps such interview time, will be deducted from the computation of the foregoing compensation. 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: In determining eligibility for a Transportation Safe Driver Award or a Maintenance/Facilities Department Attendance Award, an employee shall not be penalized, for purposes of time accumulation toward such award, by reason of the first thirty (30) work days of absence per calendar (award) year caused by an industrial injury sustained while on the job. This excusal is limited to one (1) occurrence per calendar (award) year.

Section 17.7: 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) Maintenance/Facilities Department employees will be paid their respective straight time hourly rate of pay until his/her normal scheduled quitting time.
- (2) Transportation Department employees will be paid their respective normal run time until their normal scheduled run time ends.
- (3) Under no circumstances will an employee be compensated directly by the Authority beyond their respective quitting time or run time, as the case may be.
- (4) 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 17.8: 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 employees.

Section 17.9: Management employees are permitted to replace outside mirrors, windshield wiper blades, tighten mirrors, check fluid levels, and restart buses from the rear by using the starter switch, while on the street. Management employees may carry tools and equipment to meet the requirements of this Section.

Section 17.10: The Authority shall provide transportation via Authority-owned equipment for Operators to points of relief and return to any respective operating station as contained within the Route schedules of the Authority. Such transportation shall only be provided by regular route service and/or via Authority-owned equipment at the option of the Authority.

Section 17.11: (a) All decisions of the examiner giving the Commercial Driver's License (CDL) test shall be subject to the grievance procedure as outlined in the labor agreement up to, but not including, arbitration. Those tests taken at locations other than COTA's facilities are not subject to the grievance procedure mentioned above.

(b) The Authority shall provide a listing of each employee whose Commercial Driver's License (CDL) is due to expire. This listing shall be posted within the respective areas (Transportation Department and Maintenance/Facilities Department) on approximately the first day of each calendar month and shall include the names of employees whose licenses are due to expire in the next sixty (60) calendar days.

(c) It is the responsibility of each employee to check such listing to ensure that they renew their driver's license prior to the expiration date.

Section 17.12: 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 17.13: (a) All parking spaces as designated (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 17.14: 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 17.15: 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 their respective normal scheduled work hours/runs.
- (2) The Authority will release the subpoenaed employee from their 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/her supervisor immediately by telephone to receive instructions if they are to return to work unless such release from court is beyond their normal scheduled quitting time.

Section 17.16: Only bargaining unit employees shall operate Authority-owned vehicles and other equipment (excluding Authority-owned automobiles) when such vehicles or equipment are being used to perform functions normally assigned to bargaining unit employees. This provision does not exclude the use of service trucks, etc., by non-bargaining unit employees (when such use is for transportation purposes), the use of other Authority equipment by contractors working on Authority property, or other contract articles and sections, which permits such use of Authority vehicles and equipment by non-bargaining unit employees.

Section 17.17: The Authority shall ensure that its equipment for checking brake efficiency is in proper working order and accurately reflects stopping distances. Equipment found defective shall be repaired or replaced promptly.

Section 17.18: (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 assistance of the Authority's attorney 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 or to attend court hearings and/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 17.19: No bargaining unit member shall be required to cross a primary picket line, which has been lawfully established.

Section 17.20: 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.

Section 17.21: An emergency is defined as any situation beyond the control of the Authority.

Section 17.22: (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 that cannot be practically delayed for a seven (7) day period.

(b) If the bulletin/memorandum establishes a new policy or procedure(s), the Union shall have the right to appeal such policy or procedure(s) 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 or arbitration procedure.

ARTICLE XVIII

Transportation Department

Hours of Work and Working Conditions

Section 18.1: (a) The normal basic work week for all Operators shall either be four (4) or five (5) workdays within the period Monday through Sunday. The normal basic workday for all Operators shall be either eight (8) or ten (10) hours. Operators with a 4-10 assignment shall have three (3) regular days off per week including at least two (2) consecutive days. Except in cases of emergencies, no Operator shall be required to work more than five (5) days in any work week. Operators shall not be required to work more than seven (7) consecutive days without a day off (6 consecutive days for Operators on a 4-10 assignment) unless such schedule is chosen or is necessary to ensure the equitable distribution of days off on weekends.

(b) In order to adhere as closely as possible to a forty (40) hour week, the Authority may schedule more than two (2) "days off" in any week to Operators of long runs. Operators choosing long runs will notify the Authority in writing at the signup whether they will work such extra day off. If an Operator elects to work such day, s/he will be assigned to his/her regular run on that day. However, if an Operator elects not to work such day, then such day will be concurrent with his/her regular day(s) off. The election made by the Operator will be irrevocable until the next sign-up.

Section 18.2: All regular straight runs having a schedule of seven and one half ($7\frac{1}{2}$) hours, or more, shall pay a minimum of eight (8) hours. All regular straight runs having a schedule in excess of nine hours and twenty-nine minutes (9:29), shall pay a minimum of ten (10) hours. For Operators with a 5-8 assignment, all hours in excess of eight (8) hours in any one (1) day, shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the Operator's straight time hourly rate. For Operators with a 4-10 assignment, all hours in excess of ten (10) hours in any one day, shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) the Operator's straight time hourly rate.

Section 18.3: Any two (2) or more assignments of work connected to form a run shall be known as a "swing run." Such swing runs completed within a spread time of thirteen (13) hours inclusive, shall pay actual scheduled time with a minimum of eight (8) hours. All such runs not completed within a spread time of thirteen (13) hours inclusive, shall pay actual scheduled time with a minimum of eight (8) hours plus a penalty of one and one half ($1\frac{1}{2}$) time for all time over thirteen (13) hours spread. Spread time will be paid only on swing runs. For Operators with a 5-8 assignment, all hours in excess of eight (8) hours in any swing run is subject to premium time of one and one-half ($1\frac{1}{2}$) the Operator's straight time hourly rate. For Operators with a 4-10 assignment, all hours in excess of ten (10) hours in any swing run is subject to premium time of one and one-half ($1\frac{1}{2}$) time. In no event will any penalty of one and one-half ($1\frac{1}{2}$) time be compounded into double time and one-half because an employee's time is subject to premium time of one-half ($\frac{1}{2}$) time for time in excess of eight (8) hours. All available assignments that may be regularly required will be combined to form swing runs, providing the spread time penalty does not exceed one (1) hour and the actual schedule time is not less than eight (8) hours. Such swing runs shall be posted for selection at the same time all regular runs are posted, as provided in Article XIX, Section 19.7(a), and they shall be selected according to seniority. In case these runs are not chosen, they shall be scheduled and posted on the schedule board and will be rotated on a daily basis among the Extra Board Operators during the first week of any pay period, and may be assigned the second week in accordance with the provisions of Section 18.13 of this Article among the Extra Board Operators. The number of swing runs and the spread time and hours worked of the runs posted, are subject to change as conditions may warrant.

Section 18.4: "Combination Runs" will pay a minimum of eight (8) hours. These combination runs will be made up from pieces of work left over, after straight and swing runs have been made, that constitute at least seven and one half ($7\frac{1}{2}$) hours of work time.

Section 18.5: All Sunday runs shall pay a minimum of eight (8) hours for regular runs and a minimum of four (4) hours each for both "odd" and "tripper" runs, except when Operators are called in on a Sunday for the sole purpose of making a meal relief; in which latter event, they shall be established in two (2) shifts, of approximately equal lengths, with no meal reliefs. No regularly scheduled extra work shall precede an early run on Sunday scheduled work.

Section 18.6: There shall be three (3) overtime lists in Transportation as follows:

Regular Overtime List: All regular early Operators, regular late Operators and regular swing run Operators shall rotate in their turns on trippers (up to three [3] per week), and shall not be excused from performing such assignment, except in case of emergency, unless a qualified Operator is willing to take the assignment at the request of the Operator originally marked up for such work. In such cases, both Operators shall arrange the change in person with the Division Supervisor. The same condition shall apply to Extra Board Operators.

Voluntary Overtime List: Any Operator wishing to be considered for overtime may elect to sign on to this list at sign-up. Operators will remain on this list for the duration of the sign-up period. All Operators on this list must work any overtime assigned even on scheduled days off and holidays. Overtime shall be assigned by seniority and rotate by assignment. The list shall be balanced by assignment, not hours. The Operator will be responsible for calling in and checking if s/he has been marked up for overtime.

In the event of a misadministration of overtime on either list by the Authority, the aggrieved employee will receive the next available assignment.

Song Bird List: Regular Operators having ten (10) years or more of seniority may elect not to operate such trippers, but the Division Supervisor must be notified of such election on or before each run selection date as set forth in Article XIX, Section 19.7(a); provided, however, that in case of a shortage of Operators to work such trippers, such election may be suspended by management on a seniority basis. The boards will be marked up in the following order for overtime assignments:

- Extra Board Operators scheduled to work.
- Regular Operators overtime list.
- Voluntary overtime list Operators (all eligible Operators working on their regular scheduled work day will be utilized first to fill overtime assignments before using Operators on their scheduled days off).
- Song bird list, if needed.

The decision to determine the necessity for overtime remains with the Authority.

Section 18.7: Effective with the sign-up in January 2006, the Authority shall have the right to add pieces of work, to what was previously considered as regular, swing and combination runs. When such new runs are bid, they shall pay a minimum of eight (8) hours at the straight time hourly rate. No other payment of premium or penalty provision contained in other Articles and/or Sections of this Agreement shall apply to these runs with the exception of:

- (1) Daily overtime, after eight (8) work hours for Operators with a 5-8 assignment and after ten (10) work hours for Operators with a 4-10 assignment.
- (2) Run guarantee as stated in Sections 18.2 and 18.4 above.
- (3) Spread time as stated in Section 18.3 above.

Section 18.8: Except as provided in Section 18.8 below, all tripper work performed by regular or Extra Board Operators who do not work a regular run on the same day, will be allowed actual schedule time at the straight time rate as follows:

- (1) Two (2) hours will be allowed for all work having schedule time of less than two (2) hours.
- (2) Trippers having schedule time of over two (2) hours will be paid for actual schedule time.

Section 18.9: Operators assigned p.m. trippers that may be connected with p.m. meal reliefs or any p.m. trippers starting out on one station and continuing on another station or stations, will be allowed actual straight time from time first out to time of completion of p.m. work. When additional evening service is marked for some special occasion, such as return trips from baseball stadiums, coliseums or similar places where sports or such events are held, all intervening time up to a maximum of one (1) hour will be paid.

Section 18.10: (a) As an attempt to avoid too many emergency assignments with regard to trippers, the Authority will mark up trippers by 9:00 a.m.

(b) Any regular run registering on before noon (12:00 p.m.) shall be considered an early run.

(c) Any regular early run, swing run, late run, or combination run Operator absent from work by reason of illness, disability, or unpaid leave of absence, must "O.K." to his/her Division Supervisor by 1:00 p.m. on the day prior to his/her return, in order to be marked up on his/her regular assignment.

(d) Any regular late run Operator who is relieved from his/her run after the 2:00 p.m. board mark-up by reason of illness, disability, or unpaid leave of absence, must "O.K." to his/her Division Supervisor by 7:30 a.m. the following day, in order to be marked up on his/her assignment.

(e) The Authority shall post the board no later than 5:00 p.m.

Section 18.11: Extra Board Operators, when available for work, shall be guaranteed forty (40) hours per week at straight time hourly rates averaged over a biweekly payroll period. Provided further, that any person missing an assignment, absent on account of illness or disability, on leave of absence, or under suspension shall lose one (1) day's proportion of this guarantee for each day of missing, absence, leave of absence, or suspension. The days that Extra Board Operators may be marked off on "no-report" will have no effect on this guarantee. All work performed by an Extra Board Operator on any holiday will be counted as straight time hours for purpose of this guarantee.

Section 18.12: (a) All Extra Board Operators shall have at least two (2) scheduled days off each week. The Authority shall schedule as many Extra Board Operators with two (2) consecutive days off as possible. The schedule of days off shall be posted no later than fifteen (15) days before the effective date of the next four (4) week period.

(b) When an Extra Board Operator works on his/her regular scheduled day off, such work may be assigned at the discretion of the Division Supervisor, but shall not be included in computing his/her bi-weekly guarantee.

(c) Operators may trade days off if another Operator is willing to trade. In such cases, both Operators shall arrange the change in person with the Division Supervisor and fill out the appropriate form. The request must be submitted no later than eight (8) calendar days prior to the day(s) to be traded. The Authority shall either approve or disapprove such request within seven (7) calendar days prior to the day(s) to be traded. If approved by the Authority, such approved trade shall not be cancelled by either the Authority or the Operator. In order to trade day(s) off, the following must prevail:

- (1) Both Operators must work the same board.
- (2) Both sets of day(s) off must be within the same work week.
- (3) Both Operators must be available for work (neither can be on vacation, anniversary, birthday, or personal holiday).
- (4) Regular Operator can only trade with a regular Operator, Extra Board Operator can only trade day(s) off with an Extra Board Operator.
- (5) Days off cannot be traded if being worked by relief Operator. Section 18.1(a) does not apply under this section.

Section 18.13: (a) Except as otherwise provided in Section 18.11 above, the rotating system shall be used for all extra boards at each division. All work shall be given in turn to Extra Board Operators.

(b) When posting the board for each work day, the available Extra Board Operators will be listed in inverse order of their accumulated work hours to equalize work. The extra work required for that work day will be assigned to these Extra Board Operators in the order of that day's listing.

(c) The a.m. Extra Board for the following day will not be made up before 2:00 p.m. daily.

(d) Any Extra Board Operator absent from work by reason of illness, disability or unpaid leave of absence, must "O.K." for work to his/her Division Supervisor by 1:00 p.m. on the day prior to his/her return, in order to hold a board position for the following day.

(e) Any Extra Board Operator who has not been assigned an a.m. assignment at the 2:00 p.m. daily board mark-up will be marked up on his/her p.m. assignment for the following day. The assignment for extra board positions for this mark-up will be from the bottom of the board up.

(f) The Authority shall post the board no later than 5:00 p.m.

Section 18.14: (a) The Authority may implement a separate extra board to be identified as a "Float Board." The number of Operators permitted to be assigned on this Float Board will be at the discretion of the Authority. Whenever there is a shortage of Operators on any other board, the Authority may use such Float Board personnel to fill such shortage. Float Board Operators shall be used on their regular day to work before assigning overtime. The designated quantity and names of Operators assigned to the Float Board shall be posted at each facility after the completion of each sign-up with a copy to be furnished to the Union.

(b) Extra Board Operators will be permitted to bid on such Float Board in accordance with Transportation Department seniority. In the event no Operators, or an inadequate number of Operators fail to bid on such Float Board, then the Authority will assign Operators from the extra board by inverse order of Transportation Department seniority from other boards. Extra Operators who bid on such Float Board will be required to know all runs from all boards, but such Operators will not be paid any additional compensation for being 20.4 trained on such runs.

If the Authority must assign extra Operators to such Float Board, then the Authority will pay the extra Operator for being trained on the runs on other boards (excluding the board the extra Operator is assigned) in accordance with the following: An extra Operator who must be trained under this Section will be paid up to forty (40) hours at a straight time hourly rate of pay for such training.

(c) When an extra Operator is assigned to the Float Board, s/he will hold his/her position on their assigned board until returned to such board on their next scheduled work day. However, s/he will move on their assigned board for that day in the same manner as on a scheduled day off.

(d) When Float Board Operators are being used, they shall be assigned as reserve back-up Operators to the regular assigned report Operators, and placed at the bottom of the report positions. They shall remain on report and shall not be utilized until all other regular assigned report persons have been used. It is mutually agreed by both parties that at no time will Float Board Operators interfere with the normal rotation of all assigned work on each respective board.

(e) The number of report persons used each day shall be for early shifts and late shifts. The number of Operators required on these reports to protect work shall be determined by the Authority. However, it is the intent that there will be Float Board report persons used when needed. Their report board position shall be below any other non-Float Board extra person used on that day.

(f) If an Extra Board Operator volunteers (bids) for Float Board, s/he will be required to serve on Float Board for a period of one (1) year, unless they elect to sign on regular work during this year. If an Operator is drafted to serve on Float Board, s/he shall serve until such time that an Extra Board Operator with less seniority becomes available. Then said Operator would stop serving on Float Board at the time of the next sign-up.

Section 18.15: The eight (8) or ten (10) hour day shall include all time worked to which overtime rates do not apply; it shall include "in" and "out" time and "travel" time, which is included in operating schedules, and also allowed intervening time, except intervening time as set forth in Section 18.26, below. It shall not include time reporting to the Accident Investigation Department, the courts, or an interview with management for the purpose of discussing contemplated or actual disciplinary action, (unless such reports result in the loss of straight time or overtime to employees) or time allowed for the preparation of accident reports, incident reports, or guaranteed swing-time, guaranteed trip per time, or any other work for which the equivalent of time and one-half ($1\frac{1}{2}$) is paid.

Section 18.16: Any Operator shall be paid time and one-half ($1\frac{1}{2}$) for all work performed on any of his/her regularly scheduled days off, irrespective of the number of hours or days actually worked in a week.

Section 18.17: All work performed by any Regular Operator before the starting of the regular run, or after the completion thereof, shall be considered as overtime and shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) for actual schedule time with a minimum of one (1) hour and twenty (20) minutes at the overtime rate.

Section 18.18: All Extra Board Operators who, in addition to a full scheduled regular base run, or any other scheduled run, including swing and combination run work, are required to operate a tripper or perform any extra work shall be paid for such tripper or extra work at the rate of time and one-half ($1\frac{1}{2}$) for actual schedule time with a minimum of one (1) hour and twenty (20) minutes at the overtime rate.

Section 18.19: An Operator with a 5-8 assignment working ten (10) or more consecutive hours, or an Operator with a 4-

10 assignment working eleven (11) or more consecutive hours, with less than ten (10) minutes between work, will be paid non-routine and occasional supper money in the amount of seven dollars and fifty cents (\$7.50). Non-routine and occasional supper money will be paid on regular paydays.

Section 18.20: (a) Five (5) minutes will be allowed before the start of each run for the preparation of equipment and facilities for the day's assignment, an additional five (5) minutes will be allowed for taking equipment from the station. Five (5) minutes will also be allowed for the storage of the equipment and the completion of the necessary steps for checking in transfers, and registering time off at the end of each day's assignment. These allowances shall be added to the schedule time of the run and other work.

(b) The report time for Operators who are leaving the station for relief assignment(s) shall be five (5) minutes in advance of the scheduled relief time.

Section 18.21: (a) Employees who are required to report to the Claims Office on Authority business shall be paid for actual time lost or consumed, whichever is the greater, with a minimum of two (2) hours at regular straight time hourly rate of pay. For the preparation and submission of accident reports at their station, an employee shall be allowed thirty (30) minutes paid time. Accident reports shall be made and submitted before the affected employee departs the station after the completion of that day's work.

(b) An Operator interviewed at a station by an agent of the Authority regarding an incident, or required to write an Incident Report, shall be paid fifteen (15) minutes time at the straight hourly rate of pay for such interview or such report, unless such interview or report takes place during paid intervening time.

(c) Operators required to attend safety training classes will be paid a minimum of one and one-half (1^{1/2}) hours at the regular straight time hourly rate of pay unless such training class takes place during paid intervening time.

Section 18.22: When Operators are required to "report" they will be paid actual time with a minimum of two (2) hours pay at the straight time hourly rate of pay. There shall be at least two (2) "reports" daily, one (1) for early shifts and one (1) for late shifts. The number of Operators required on these "reports" to protect work shall be determined by the Authority. "Report" time shall be considered regular work and subject to overtime rates.

Section 18.23: Operators shall be paid for travel and wait time as follows: An Operator taking a vehicle from a facility and being relieved on the street will be paid ten (10) minutes and; an Operator returning a vehicle to a facility who relieves on the street will be paid ten (10) minutes. This time allowance will be paid at the straight-time rate and not considered hours worked or included in the run time. This time allowance shall not apply where an Operator relieves on the street and ends on the street.

Section 18.24: The Authority reserves the right to place supervisors and students on any line to haul passengers at any time for the proper training of such students provided that the regular schedule for such line or lines shall not be affected by such training. All Operators, while instructing student Operators, shall be paid one dollar (\$1.00) per hour in addition to their straight time hourly rate. A list of voluntary instructors will be established and the Authority will determine those Operators to be used for this purpose. Operators requiring retraining will be paid at eighty percent (80%) of pay for the actual period of retraining.

Section 18.25: Intervening time, up to a maximum of thirty (30) minutes, shall be paid for the following: Time between a.m. assignments or time between p.m. assignments not assigned together provided, however, that a "regularly scheduled run," a "swing run" and a "report" shall not be considered as an "assignment" for the purposes of the interpretation or application of this Section.

Section 18.26: (a) All intervening time up to a maximum of thirty (30) minutes shall be paid for the following:

(1) Time between regular a.m. runs and p.m. assignments (other than the special assignments described in Section 18.10).

(2) Time between all p.m. runs and assignments to terminate after 11:45 p.m. and a.m. assignments scheduled out prior to the following 7:30 a.m.

(b) All intervening time, as provided for in this Section, shall be paid at the straight time hourly rate of pay and shall not be included in computing overtime or holiday premium time.

Section 18.27: There will be at least eight (8) hours off duty for any Operator after the completion of a p.m. assignment. In the event the Authority requires an Operator to work with less than eight (8) hours off-duty after the completion of a p.m. assignment, all hours worked short of the eight (8) hours off-duty shall be paid at the double time rate.

Section 18.28: Up to a maximum of thirty (30) minutes of intervening time shall be paid to swing run or combination Operators on each day they are required to work a piece of regular line work either before or after their regular swing/combination run work. Such payment shall be at the straight time hourly rate of pay and shall not be included in computing overtime or holiday premium time.

Section 18.29: Any Operator reporting for work and sent home without twelve (12) hours prior notice will not lose any pay due to inclement weather.

Section 18.30: Days off for regular Operators shall be chosen by runs in accordance with their respective Transportation Department seniority. At the time a regular Operator chooses his/her run, s/he will also choose his/her days off from those available on the line at the time of their choosing.

Section 18.31: A copy of such "Days Off Schedule" shall be furnished to the Union. However, such schedule may be changed to correct conditions arising from changes in operating schedules of regular runs, or to meet temporary emergency

conditions that may materialize. During such periods of emergency, Regular Board Operators may be worked on their scheduled days off when no Extra Board Operators are available, or when necessary to avoid excess hours of Extra Board Operators within a payroll period. In such cases, this work will be rotated on an equitable basis among the regular Operators, but no Operators shall be penalized for declining any such assignment. A record will be maintained by the Division Superintendent of the dates upon which regular Operators were requested to work on their days off and whether such Operators worked or declined. On or before the first of each month, a copy of such record shall be posted in each station for the information of the Operators.

Section 18.32: No regular early run Operator or extra early run Operator shall be required to work an overtime assignment, unless at least thirty (30) minutes have elapsed between the registering off time of the early run and the registering on time of the overtime assignment. No regular Operator, except for those on the voluntary list, shall be required to work more than three (3) overtime assignments in any one (1) work week.

Section 18.33: Where coaches of the Authority are delayed by accident or blockade or through any other cause, so that Operators necessarily riding on them cannot reach their reporting place on time, no miss shall be charged against them. They will be placed on their runs as soon as possible and be paid in full for their run.

Section 18.34: (a) Operators shall not be required to conduct surveys as a part of their job responsibilities. Operators may be asked to conduct surveys and will be informed that such participation is strictly voluntary.

(b) Operators may be required to distribute and/or collect literature aboard their bus. However, such distribution and/or collection shall be limited and shall only be utilized when there is no other practical or effective method to accomplish this task.

ARTICLE XIX

Transportation Department Seniority

Section 19.1: Authority and Transportation Department seniority shall prevail for all Operators. Authority as well as Transportation Department seniority lists shall be maintained in the office of the Division Superintendent showing the standing of all Operators on each respective list. The standing of Operators on such lists shall determine the order of exercising their choosing privileges. Copies of such lists shall be furnished to the Union three (3) times each year at choosing periods.

Section 19.2: Subject to any specific provision to the contrary, the determination of the qualifications of employees is vested in the Authority.

Section 19.3: Seniority of all employees shall start from the actual date of last employment, such date being the day of qualification and the hour of reporting to assigned division ready for duty.

Section 19.4: All employees, if furloughed, shall be furloughed in order of their Transportation Department classification seniority, i.e., the last employee hired shall be the first employee furloughed and so forth. Such furloughed employees shall be placed on a list and be entitled to re-employment in the order of their seniority before the Authority employs any other employees in such department.

Section 19.5: Nothing in the foregoing Article shall in any manner affect the Authority's right to furlough Operators for lack of work; however, matters arising relative to furloughing of employees will be discussed with Union representatives. Such matters will be subject to the usual grievance procedure.

Section 19.6: Employees will lose seniority who:

- (a) Quit of their own accord;
- (b) Are discharged for just cause;
- (c) When furloughed for a period of two (2) years or more for lack of work;
- (d) When temporarily furloughed; and:
 - (1) Employees who fail to return within two (2) weeks after written notice, by registered mail to his/her last address given to the Authority, requesting his/her return to a position or status similar to the one from which s/he was furloughed; or
 - (2) Those employees who fail to notify the Authority of their intention to return to work within forty-eight (48) hours after such written notice has been delivered to their address.

Section 19.7: (a) As hereinafter provided, all runs shall be posted for "sign-up" and shall be selected to become effective within a six (6) day period either before or after January 1, May 1, and September 1 of each year. All such sign-ups shall be system-wide permitting the Operators to select their station and runs on the basis of their Transportation Department seniority, provided they qualify on their own time. However, if the Authority establishes new routes not in existence during each sign-up, Operators may exercise their Transportation Department seniority to obtain these new runs, on these new routes, regardless of the board to which the run is assigned. Any bump-downs resulting from board change to obtain newly established routes shall be restricted to that board/selection. The Authority retains the right to experiment with any new or reinstated runs and any new swing runs or combination runs for sixty (60) days before including them in any posting or sign-up.

(b) Schedules will be posted at least ten (10) days prior to sign-up date for selecting runs. However, a notice of such sign-up date will be posted at least twenty-eight (28) days prior thereto. But, in the event of any unforeseen circumstance (such as construction projects, bridge closings, reroutes, etc.), the Authority retains the right to accelerate or delay the particular effective date of the sign-up for up to forty (40) days, but will meet with the Union beforehand to explain the need.

Section 19.8: (a) When changes are made in the base schedule, which require the elimination of one or more runs, and

such changes occur more than twenty-eight (28) days prior to the beginning of the next regularly scheduled sign-up period, then the procedure shall be as follows:

- (1) If an early run is eliminated before the twenty-eight (28) day period immediately preceding the effective date of any regular scheduled sign-up, there shall be a new sign-up for all Operators on that board where the run was eliminated. If a late run is eliminated before the twenty-eight (28) day period immediately preceding the effective date of a regularly scheduled sign-up, there shall be a new sign-up for all Operators at that division with less seniority than the most senior Operator in service holding a late run on the line affected. When any changes are made in the base schedules that do not eliminate runs, there shall be a re-choosing only on the line affected if such re-choosing is requested.
- (2) If an early run is eliminated within the twenty-eight (28) day period immediately preceding the effective date of the next regularly scheduled sign-up period, the affected Operator shall have the privilege of working any open regular run or going to the extra board for the remainder of such twenty-eight (28) day period. If a late run is eliminated in such twenty-eight (28) day period, the affected Operator may work any open late run or go to the extra board.
- (3) In the event the number of swing runs is increased between choosing periods, but before the twenty-eight (28) day period immediately preceding any regular scheduled sign-up, such new swing runs shall be selected by swing run Operators, late run Operators, and extra board Operators in accordance with their seniority. If a swing run is changed by ten (10) minutes or more, the affected Operators will have the privilege of bumping down. Any such subsequent junior Operator may in turn exercise his/her seniority in like manner. If, however, during such adjustment any eligible Operator fails to exercise his/her seniority forthwith upon notice to him/her of his/her displacement, s/he shall return to the extra board. In the event s/he selects an eligible run operated by a junior to himself/herself too late to take such run out, s/he may then work an open swing or early run on the following day. Any displaced junior Operator of the late runs shall return to the extra board.

(b) Operators will not be permitted to exchange runs after such runs have been selected. When Operators expect to be absent during the period of choosing of runs, such Operators shall leave their choice of runs, in writing, with the Division Supervisor and the same may be reviewed by the designated representative of the Union and, if no choice is left, the Director of Transportation, or a designated representative shall select runs for such absentees.

(c) Representatives of the Union may be present at the choosing of runs at the various locations. The representative of the Authority and the representative of the Union shall make every effort to enforce the rules governing the sign-up in a fair manner. Disputes arising as to the rights of Operators in choosing runs shall be considered and settled by Authority and Union representatives jointly as far as practicable at the time they are raised. After runs are selected, Operators shall not be permitted to exchange assignments.

Section 19.9: (a) Vacancies occurring in regular runs shall be filled from the lists of all junior Operators on the board where the vacancy occurs. Junior Operators, in accordance with their seniority, shall indicate to their supervisor their desire to choose any such vacated run. Vacancies in such runs shall be filled within five (5) days from the first Monday after such runs are definitely determined to be vacant. Should the Operators eligible to fill such vacancies not be available at the end of such five (5) day period, the run shall be temporarily filled by eligible Extra Board Operators who shall retain that position until the return of the eligible Operators. When vacancies occur in regular runs within the period of twenty-eight (28) days or less, immediately preceding the effective date of any regularly scheduled sign-up period, such run or runs shall be filled by the eligible Extra Board Operators for the remainder of the period immediately preceding and until the effective date of such sign-up or choosing period.

(b) Temporary vacancies in a regular run may be filled by an Extra Board Operator in accordance with his/her Transportation Department seniority on his/her division board, and will be known as a "hold-down." All hold-downs will become effective the next Monday after such hold-down is chosen. A regular run Operator who has temporarily vacated such regular run may return to such regular run upon his/her return to work, and the Extra Board Operator who held such hold-down will return to his/her place on the extra board.

(c) An Extra Board Operator who has selected a hold-down assignment may at his/her discretion move to any other run or hold-down that may come open on his/her division board during the period between regular choosing, according to his/her Transportation Department seniority. The effective day of the move from a hold-down to a new assignment will be the next following Monday.

(d) An Extra Board Operator who loses a hold-down assignment may bump a junior Extra Board Operator who has a hold-down assignment on his/her division board; provided, however, that the bumping Extra Board Operator may not bump the junior Operator until the following Monday.

Section 19.10: If any lines are transferred from one board to another board, the affected Operators shall be paid up to forty (40) hours at straight time hourly rates for breaking in on said changed lines.

Section 19.11: The Authority will pay one (1) hour of each Operator's straight time hourly rate to attend (personal attendance) sign-ups over and above regularly scheduled sign-ups as set forth above in Section 19.7(a) in a calendar year. The Authority will pay one (1) Union official for all time actually spent in the sign-up room for each bid sign-up at the applicable straight time hourly rate.

ARTICLE XX

Uniforms/Grooming

Section 20.1: (a) COTA is a public service agency where image is judged, in part, by the manner in which employees wear a prescribed uniform, as well as by the individual's personal appearance. It is understood that Operators shall strive to present a neat, clean appearance at all times while wearing the Authority's uniform. Each Operator will report for duty dressed in a complete uniform and shall wear such complete uniform while on duty.

(b) All Operators completing thirty (30) days of regular active service after completion of training shall wear a complete uniform as specified. Prior to the completion of the thirty (30) days, and until uniforms are issued, Operators shall wear a white or gray shirt/blouse, black slacks/culottes/skirts with appropriate belt, hosiery, and shoes/boots. An employee failing to complete his/her probationary period must return all issued uniform items to the Authority at the time of separation.

(c) While in complete uniform, or when the Authority's official insignia patch is in open view Operators shall refrain from frequenting establishments, which exist for the consumption of alcoholic beverages, and shall not engage in the public consumption of intoxicants.

(d) Each employee is responsible for keeping his/her uniform clean and neat in conformance with the appearance standards as herein defined.

Section 20.2: A complete uniform shall consist (as a minimum) of a shirt/blouse/polo, slacks/culottes/skirt, tie (required only when a long sleeve shirt is worn), belt, socks/hosiery, and dress (laced or non-laced) oxford shoes and/or boots. If it becomes necessary to modify, add and/or delete to these specifications for any reason, the Authority shall have the right to do so, provided, such modifications, additions and/or deletions do not have an undue financial impact upon the Operators.

Section 20.3: (a) If the Authority, as part of an image rebranding initiative changes the design of an Operator's entire uniform, as set forth below, the Authority will issue each Operator currently in service on a one-time basis a basic uniform consisting of the items set forth below: The Authority will issue each new Operator after successful completion of thirty (30) days of regular service after training, on a one time basis, a basic uniform consisting of the following items:

- Seven (7) shirts (a combination of short, long sleeve or polo)
- Seven (7) pants (or combination of approved skirts or culottes)
- Two (2) neckties (required only when a long sleeve shirt is worn)
- One (1) winter coat
- One (1) all season coat
- One (1) sweater
- One (1) pair of uniform shoes or boots
- One (1) hat

(b) For 2012 and 2014, each Operator who has been in continuous service of the Authority, as a regular Operator, at his/her option will have the choice of receiving either a uniform voucher credit of five hundred dollars (\$500) to be used for purchasing any approved uniform items at an authorized vendor contracted by the Authority or a uniform allowance of two hundred and fifty dollars (\$250). The uniform allowance will be paid in two (2) equal installments of one hundred and twenty-five dollars (\$125) on the first Friday of February and the first Friday six (6) months thereafter.

(c) For 2013 each Operator who has been in continuous service of the Authority, as a regular Operator, shall receive a uniform voucher credit of five hundred dollars (\$500) to be used for purchasing any approved uniform items at an authorized vendor contracted by the Authority. The credit must be used in the contract year issued and any unused balance in that year cannot be carried forward; transferred to any other Operator or person; used to purchase items for another person; and cannot be redeemed for cash.

(d) In order to be eligible for any such uniform allowance or voucher credit, an Operator must have had three (3) months of active service in the six (6) month period preceding the respective payment date. Each newly hired Operator completing thirty (30) days of regular active service will only be issued the specified uniforms and shall not be eligible to receive either the voucher credit or allowance (as specified above) until completion of one (1) year of active service after the completion of training.

(e) The Authority agrees to meet with the Union and discuss any decisions concerning the adoption of a new uniform as well as any new specifications for wear and display of the uniform by Operators.

Section 20.4: (a) Grooming standards are based on several elements, including neatness, cleanliness and safety. The primary consideration remains a neatly groomed appearance for the hair style and the type of hair an individual has. The standards proposed are not intended to be overly restrictive, nor are they designed to isolate men and women from society. The limits set forth are reasonable and enforceable, and ensure that personal appearance contributes to a favorable image while leaving a high degree of individuality.

(b) Beards and mustaches, if worn, will be well groomed and neatly trimmed at all times. Full and partial beards, vandykes, and goatees are authorized. Patchy, spotty clumps of facial hair are not considered beards, and as such, are not authorized; however, exceptions will be allowed for documented medical reasons. Afro, natural, bouffant and other similar hair styles are permitted. Length of hair, beards, mustaches and sideburns will not be considered an appearance factor so long as they do not interfere with the safe operation of the coaches.

(c) Cosmetics and jewelry will be permitted within the limits of safety, personal hygiene and general appearance.

ARTICLE XXI

Transportation General

Section 21.1: (a) Bulletins, signed by the Director of Transportation, shall be issued from time to time, and unless they are contrary to the express provisions of this Agreement, such bulletins shall constitute the rules and regulations of the Authority governing the conduct of Operators. Such bulletins will be available in all of the Authority's Transportation Department stations, and all Operators are charged with the responsibility of learning and complying with all such bulletins.

(b) A dispute regarding the issue of whether a new bulletin is contrary to the express provisions of the Agreement will be subject to the grievance and arbitration provisions of the Agreement, provided, however, that employees must comply with all new bulletins unless and until they are invalidated through the grievance or arbitration procedure.

(c) A committee consisting of two (2) Authority and two (2) Union representatives will review bulletins that the Committee considers not specific enough or are subject to various interpretations. These bulletins will then be rewritten to further clarify the intent.

Section 21.2: A sign shall be placed on the exit door from the Transportation lounge to the employee parking lot, which notifies Operators on the "Song Bird List" when they are being used. The sign will be placed on the door only on those days when Operators on the Song Bird List are being used. The sign will be general in nature and is not intended to notify an individual Operator.

Section 21.3: (a) If an Operator, while in control of a bus, believes that due to the action(s) of any individual(s) aboard that there is eminent danger of bodily harm to himself/herself or customers, such Operator may telephone the police having jurisdiction over the service area involved. Immediately thereafter, the Operator shall call the Authority for supervisor assistance. In any circumstance of passenger misconduct where bodily harm is not eminent, but where the Operator requires assistance in handling such misconduct, s/he shall call the Authority for supervisory assistance. The indiscriminate calling of police is not authorized and may subject the Operator to liability for the results.

(b) The Authority will establish additional procedures dealing with passenger handling assistance and will incorporate such procedures within Operator and supervisor training. The Authority will review such additional procedures with Union officers prior to incorporation.

Section 21.4: In the event that an Operator's watch is stolen while he/she is in charge of Authority equipment, the Authority will reimburse the Operator in a sum not to exceed twenty-five dollars (\$25).

Section 21.5: The Authority has an Exact Fare Policy and Operators are not required to carry change for the purpose of making change for passengers.

Section 21.6: The Authority shall furnish and install car card advertising signs within all buses to inform customers of the various laws, rules and regulations of the state, city and/or the Authority. The Authority shall also, from time to time, communicate this subject matter to our customers.

Section 21.7: (a) The Authority will make every attempt to furnish a place within the downtown area for an Operator to eat a packed lunch. In addition, such place should include restroom facilities for Operators at the time of eating such packed lunch.

(b) Every reasonable effort shall be made to provide suitable sanitary arrangements on all transportation lines of the Authority.

Section 21.8: An Operator must display his/her number plate within the number plate holder at all times when in control of a vehicle. Failure to display the assigned number plate may subject the Operator to discipline.

Section 21.9: If air conditioning is inoperable and half (50%) of the windows will not open, the Operator may request that the bus be removed from service, provided:

- (1) That the ambient temperature inside the bus is 105 degrees or higher.
- (2) That buses have windows that are equipped to open.
- (3) The bus is scheduled to remain in service more than one and one-half (1^{1/2}) hours. Under these conditions, the Authority shall replace buses at a point in the service, which is effective and efficient, provided buses are available for replacement.

Section 21.10: The Authority shall provide bus defect booklets to Operators. Such bus defect booklets shall be provided to record each write-up in duplicate by the use of carbon paper. Completed bus defect slips shall be deposited in the defect slip box located on the bus.

Section 21.11: (a) The Authority shall secure available parts for speedometers on buses that are not in working order and repair malfunctioning meters. This provision does not include speedometers for buses whose service life for the Authority is two (2) years or less or buses for which parts are no longer available.

(b) Operators may be required to drive buses with broken speedometers that are awaiting repair, parts are unavailable, or are scheduled for retirement.

Section 21.12: The Authority will post the dates and times for refresher training classes one (1) calendar week in advance of such classes. The Authority shall permit any Operator to choose the date and time of attendance, provided the Authority does not incur any additional cost or expense. Operators who cannot or do not choose their attendance date and time, shall be assigned a date and time by the Authority.

Section 21.13: Operators shall assist disabled and elderly passengers or other passengers who have difficulty boarding

or alighting Authority buses, moving through the bus, or depositing fares in the prescribed manner. Operators may leave the bus to ensure safe departure and entrance for passengers. Operator assistance is not intended to exceed that which s/he can physically handle or assistance, which may require special skills or knowledge for which s/he is not trained. Passenger assistance shall be covered in Authority memorandums, bulletins, the Operators' Handbook, or special instructions and shall be considered an official part of an Operator's duties.

Section 21.14: (a) All future bus purchases, and any time the Authority replaces the full flooring material in any bus, shall be equipped with a visible white line in the vestibule area to assist the Operator in requesting passengers stand behind such white line.

(b) Operators shall not have to carry passengers within the forward part of the vestibule area where standing passengers (in this area) would restrict the Operator's view of the front door and the right part of the windshield. This shall only be permitted where the bus has a full seated and standing load and there is no more room for passengers to the rear of this area, and to do so would restrict the Operator's view for safety purposes. Operators shall have all standing passengers move to the rear of the bus to ensure all possible passengers the opportunity to board his/her bus. The language of this Article does not concede nor is it implied that Operators will not carry passengers forward of the visible white line.

Section 21.15: No work, present or future, will be contracted out in the Transportation Department, except paratransit services to the elderly and disabled. These services will not be operated on a fixed route basis.

ARTICLE XXII

Maintenance/Facilities Department

Hours of Work and Working Conditions

Section 22.1: (a) The Maintenance/Facilities Department is defined as the department, which includes Vehicle Maintenance, Facilities Maintenance, main shops and street facilities.

(b) All active employees in the Maintenance/Facilities shall be guaranteed the opportunity to earn a minimum of forty (40) hours straight time pay per payroll week. However, all paid leave time (vacations, holidays, paid sick leave, etc.) shall count toward such guarantee. Furthermore, all time lost by reason of failure to appear or untimely appearance for scheduled work shall count toward such guarantee. Finally, such guarantee shall not apply to employees who are on leave of absence, excused time, Union leave, disability, or disciplinary suspension, or employees who are otherwise unavailable for scheduled work.

(c) All regularly scheduled work shall be formed on four (4) or five (5) work days within a work week consisting of seven (7) consecutive calendar days beginning Monday and ending on the following Sunday. This shall include shifts starting Sunday, which have a majority of hours worked on Monday. Eight (8) or ten (10) hours shall constitute a normal basic workday. Maintenance/Facilities Department employees with a 4-10 assignment shall have three (3) regular days off per week including at least two (2) consecutive days.

(d) The Authority shall not schedule Maintenance/Facilities Department employees to work unless there are eight (8) hours between such scheduled work assignments, except in cases of emergency. An employee shall have the right to waive this eight (8) hour requirement if s/he so chooses. The employee shall not lose the guarantee of the opportunity to earn a minimum of forty (40) hours at straight time hourly rate per payroll week. In the event an employee becomes out-of-balance for overtime rotation and does not waive the eight (8) hour requirement, s/he shall be charged as if s/he worked the overtime assigned by the Authority. In such cases, the Authority shall not be held responsible for out-of-balance penalties resulting from the employee's choice not to waive the eight (8) hour requirement.

(e) There will be no swing shifts for classified personnel in the Maintenance/Facilities Department. If the Authority creates swing shifts within the labor pool, the Authority will pay an additional twenty-five cents (25^c) per hour for such swing shift work. Swing shift is defined as working a different shift each week.

(f) For Maintenance/Facilities Department employees on a 5-8 schedule, a maximum of four (4) Coach Cleaners and two (2) Service Technicians in the Maintenance/Facilities Department may be assigned split days off. Split days off means non-consecutive calendar days without regard to work week considerations, e.g., Sunday and Monday are consecutive days not non-consecutive days. The position of Coach Cleaner and Service Technician, which are designated on the posted bidding list with split days off, shall have Saturday or Sunday as one of their two (2) days off, and the Authority will pay an additional ten cents (10^c) per hour for these jobs. Employees who fall in this category may have the ability to trade days off if such arrangements are made by the respective employees concerned and such arrangements meet with the express approval of the Authority supervision. This provision shall not apply to employees working a 4-10 schedule.

(g) When employees are required to do types of building maintenance and repair work similar to their classifications, they shall receive, for such work, the same rate or rates applicable to their respective classification. Such building maintenance and repair work shall be written into and become a part of all job contents in the Job Manual.

(h) An employee working third shift in any of the Maintenance/Facilities Departments shall receive thirty-five cents (35^c) in addition to straight time hourly rate, but such thirty-five cents (35^c) premium shall not be included in this rate for the purpose of computing holiday pay, vacation pay, or any pay allowed for time not actually worked.

(i) Laborers in the Maintenance/Facilities Department who can qualify and who are assigned to work on emergency ice

and snow details, which involves the operation of snow plows, loaders, salt and sand trucks, and spreader equipment, will be paid twenty cents (20¢) per hour over their straight time hourly rate for all time spent in operating such equipment during such emergency.

Section 22.2: (a) All time worked outside of regularly scheduled hours on a regularly scheduled day shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) irrespective of the number of hours worked during regular scheduled hours, except when such work is necessary because of a change in shifts.

(b) All time worked in excess of forty (40) hours in a regular scheduled work week, Monday through Sunday, shall be paid for at not less than the rate of time and one-half ($1\frac{1}{2}$), but there shall be no duplication of daily and weekly overtime pay for the same overtime hours worked.

(c) Double time shall be paid for work performed on the second and third scheduled days off in a work week, Monday through Sunday, provided that forty (40) hours work has been performed during such work week, exclusive of any time worked on such second or third day off. The second and third days off are defined as the days, which were so scheduled on the last job posting for which the employee bid. For the purpose of computing double time payments on such second and third days off, it shall be understood that any change in schedules or shifts made after 12:01 a.m. on Monday shall not affect such second or third days off. If the employee has not completed forty (40) hours of actual work, s/he will be paid time and one-half ($1\frac{1}{2}$) on such second day off until the number of hours worked on such second day off added to all other hours worked or credited during such work week equals forty (40). The same applies to the third day off. Thereafter, such employee shall receive double time for the remainder of the work performed on such second and/or third day off. Such double time shall not constitute any part of the forty (40) hour basic work week.

(d) "Credited hours" will be included in the forty (40) hour week for the purpose of computing time and one-half ($1\frac{1}{2}$) over the forty (40) hour week, and in computing double time for previously scheduled second day off. Credited hours shall consist of excused time off of scheduled hours to attend local Union business, business with the Authority, and authorized paid sick day(s). Holiday pay to employees for hours not worked will be considered in the computation of overtime for the week in question.

Section 22.3: (a) Employees reporting for work that are scheduled or called to work shall, when dismissed for lack of such work, receive eight (8) hours pay (or ten [10] hours pay for those employees working a 4-10 schedule) at their straight time hourly rate, or in the case of a call-out, the minimum pay required in the case of such call-out work.

(b) Employees reporting for work who are scheduled to work, shall not be dismissed for lack of such work due to inclement weather. When an employee is notified at least twelve (12) hours before his/her regular reporting time not to report for work the following day, the above provision shall not apply.

(c) Any employee reporting for scheduled work at the beginning of his/her workday who may be unable to complete his/her day's work by reason of absence for settlement of employee's grievances or contract negotiations with management, will be given credit for having worked eight (8) hours toward his/her basic workweek (or ten [10] hours for those employees working a 4-10 schedule). However, the time paid for will be that actually worked.

Section 22.4: Employees not present or scheduled to work and who are called to report to work immediately, will be paid one (1) hour at their straight time hourly rate for travel. 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. An employee who is still on Authority property after punching out shall be paid a minimum of two (2) hours. However, employees when called before or after their regular eight (8) or ten (10) hour duty for special or emergency work shall be allowed a minimum of four (4) hours, including overtime, except when such special or emergency work is continuous with regular hours of work, in which event regular overtime provisions of Section 22.2(a) of this Article shall apply.

Section 22.5: (a) An employee who works a 5-8 schedule that is required to work two (2) hours in addition to and immediately following, or in addition to and immediately preceding the employee's regular daily scheduled hours, or an employee who works a 4-10 schedule that is required to work one (1) hour in addition to and immediately following, or in addition to and immediately preceding the employee's regular daily scheduled hours, shall be paid non-routine and occasional supper money in the amount of seven dollars and fifty cents (\$7.50). An employee shall also be paid a like amount for each additional, continuous four (4) hour overtime period outside of regular hours s/he is required to work thereafter. A person working in excess of four (4) hours on a call-out shall also receive such non-routine and occasional supper money. When time off is permitted to eat such meal, it shall not be paid and shall not exceed one (1) hour, except on emergency snow assignment.

(b) An employee, while working out of regularly scheduled hours assigned to emergency snow removal or salting, etc., and who works a total of four (4) hours and must continue working, will be permitted up to fifteen (15) minutes of paid time to eat a meal. Non-routine and occasional supper money will be paid on regular paydays.

Section 22.6: Employees who are required to report to the COTA's Claims Office or court on Authority business shall be paid for actual time lost or consumed, whichever is the greater, with a minimum of two (2) hours at their straight time hourly rate of pay.

Section 22.7: The classification of "A" shall contain three steps, beginning with Step 1 and progressing to Step 3. Upon entering (through the bidding process) the "A" classification, the employee will enter at Step 1. Upon completion of twenty (20) months of seniority at Step 1, the individual will be advanced to Step 2, and upon completion of forty (40) months seniority at Step 2, will be advanced to Step 3.

Section 22.8: Classified persons breaking in Service Technicians or "A's" during the qualifying period will receive one dollar (\$1.00) per hour additional to their respective straight time hourly rate of pay.

Section 22.9: (a) When a Chief assigned on a shift is absent from work the decision to fill that vacancy is solely the Authority's decision. Such vacancy shall be filled on a voluntary basis within the line of progression based on seniority of the employee assigned to that shift. The employee filling the temporary position shall receive the base rate of pay of a Chief and perform the duties of a Chief for the duration of the absence.

(b) When a classified employee is absent and the Authority needs an employee to assume the work of a higher classification, the employee assigned to that shift with the greatest classification seniority in the next lower classification, within the line of progression, will be assigned such duty and will be paid the base rate of the higher classification.

(c) When a Maintenance/Facilities Department person of one classification is required to assume the duties of a higher classification for a period in excess of thirty (30) minutes, s/he shall receive a minimum of one (1) hour at the regular straight time hourly rate of pay applicable to the classification in which s/he is temporarily employed.

Section 22.10: Any employee in the Maintenance/Facilities Department, who may be required to report to another facility under Section 22.14(c), shall be allowed sufficient extra time based on the time of scheduled route service and/or Authority-owned equipment at the straight time hourly rate to equal the difference in travel time between the place ordered to report and his/her regular location.

Section 22.11: (a) The employee shall be supplied one telephone number in his/her work area (and shall attempt to reach this number first), and one alternate telephone number in the Transportation Division Supervisor's office. The employee is required to reach one of the numbers to report intended absences.

(b) A Maintenance/Facilities Department employee late for work, will only lose pay for time missed, i.e., the employee clocks in ten (10) minutes late and is ready for work at that time, then the employee will lose the same ten (10) minutes of pay at straight time hourly rate from his/her eight (8) or ten (10) hour work day.

Section 22.12: (a) Each line of progression shall have job descriptions appropriate to that particular line of progression for the Chief and one for all other positions in that line of progression. Such job descriptions, along with general qualification definitions and descriptions of other semi-skilled, and/or unskilled positions, shall be prescribed in the Job Manual.

(b) The job responsibilities of the Chief(s), as contained in the Job Manual, do not imply supervisory responsibilities. The Chief(s) shall generally instruct others in the performance of their duties and lay out work assignments to and among other bargaining unit employees in his/her line of progression.

Section 22.13: Chiefs in each line of progression shall have "daylight jobs" (i.e., starting times between 6:00 a.m. and 8:00 a.m.) and will have Saturdays and Sundays as days off, except for overtime assignments or emergency work. If the Authority establishes additional Chief jobs (over the number of Chiefs employed as of November 21, 1982), the Authority reserves the right to work these additional jobs on other than "daylight" and/or Monday/Friday jobs.

Section 22.14: (a) No classified person shall do labor pool work nor shall an employee be required to work outside his/her line of progression except Journeyman Mechanics as described in Section 22.22 or in an emergency. Service Technicians and Labor Pool employees assigned to Vehicle Maintenance shall have duties and functions as detailed in Appendix H.

(b) If a sufficient number of Service Technicians are not available at any given time, then the Authority may use "A's" out of a line of progression to fulfill such shortage. The Authority will assign "A's" to Service Technicians under this Section by inverse order of Coach Repair "A" classification seniority.

(c) Employees in the Stores Section of the Maintenance/Facilities Department will not be required to work at other than their regular assigned garage, except for emergency conditions, excluding specialized work in the employees' respective classifications.

(d) Employees in the Maintenance/Facilities Department shall be responsible for reporting (if necessary) to perform special emergency work related or unrelated to the work they normally perform.

(e) Snow or ice removal shall normally be handled by represented employees in the Street Facilities Section of the Maintenance/Facilities Department. However, when unusual conditions arise, which would severely impede the Authority's operations or cause a substantial safety hazard and such conditions cannot be reasonably handled by the Street Facilities Section personnel of the Maintenance/Facilities Department, other members of the Maintenance/Facilities Department may be required to assist in snow and ice removal. Such assistance shall only last until the situation has been corrected or until which time the Street Facilities Section personnel of the Maintenance/Facilities Department can reasonably handle the snow and ice removal.

(f) When a designated "float" employee is required to make a change in shifts at any garage, s/he shall assume the days off regularly scheduled for the shift to which s/he is assigned. In such cases, the employee shall not be penalized by reason of difference in pay rates or change in days off. The only Maintenance/Facilities personnel allowed to change shifts without bid will be float personnel. A float person is designated as the Service Technician with the least classification seniority. The Authority will be limited to two (2) float personnel at each garage. However, if such float personnel are not available, the Authority may assign the work to employees in the Service Technician classification from the overtime list.

Section 22.15: Employees hired in any department for unusual or emergency conditions shall be subject to the provisions of Article XXII, Section 22.1.

Section 22.16: (a) Bidding for Maintenance/Facilities Department personnel for general sign-ups will be held in the

months of April, August and December. Such bids will become effective the first Monday of the first pay period in May, September and January. All jobs open for bidding during general bidding shall be posted five (5) business days prior to the date such bidding shall be held. Such postings shall include shifts and days off for the jobs open for bidding. In addition, the Authority shall post a copy of the Maintenance/Facilities Department's seniority lists and notification of the date of the general sign-up thirty (30) days prior to the scheduled bid. The Authority will pay one (1) Union official for all time actually spent for each bid sign-up at the applicable straight time hourly rate.

(b) If there is bidding within a respective line of progression, such bidding will be strictly limited to such employees within the respective line of progression. Bidding will commence with the employees having the most classification seniority within the line of progression and will continue in accordance with such seniority.

(c) Bidding by employees in the Coach Service classification shall be on the basis of classification seniority. Bidding will commence with the employees having the most classification seniority and will continue in accordance with such seniority.

(d) Bidding by Labor Pool employees shall be on the basis of Maintenance/Facilities Department seniority. Bidding will commence with the employees having the most Maintenance/Facilities Department seniority and will continue in accordance with such seniority.

(e) If the Authority declares a vacancy at times other than the bidding process stated above, the Authority shall notify the Union of such declared vacancy and post such declared vacancy for a period not to exceed three (3) business days. Bargaining unit members interested in a classified vacancy shall submit Authority-provided bid slips to the office of the Manager over their work area. At the end of the three-day posting period, the bid slips will be reviewed and the bidder with the greatest classification seniority will be awarded the position. Should no employee within the classification of the posted vacancy bid on the vacancy, the Service Technician with the greatest seniority who bids on the vacancy will be awarded the position. If no Service Technician bids on the vacancy, the Labor Pool employee with the greatest seniority will be awarded the position. If no Labor Pool employee bids on the position, the Authority shall seek applicants from outside the Authority. For purposes of this section, all bidding employees must possess the specified skill levels as required by the Authority. All Labor Pool vacancies will be filled by bid of current Labor Pool employees. If after completion of the bidding process, the vacancy remains unfilled, the Authority shall hire from the outside.

(f) In the event an employee is not available during the time of bidding (Section 22.16 [a], [b], and [c]), s/he may leave his/her choice of bid in writing with his/her immediate supervisor. In case this is not done, the Authority will assign the employee to his/her last position (if it is open) held prior to bidding. If this position is not open, the Union representative present at the bidding shall select a comparable job for such absent employee.

(g) Bidding from one line of progression to another (cross bidding) will only be permitted when a posted vacancy in a position goes unfilled by all persons in that line of progression. In this event, the posted position may be bid by persons of equal (lateral) or less (lower) classification (step). The position will then be awarded to the bidder with the qualifications and the greatest classification seniority. An employee bidding from one line of progression to another line of progression where s/he has no previous seniority (via cross bidding), shall enter at the bottom of the seniority list in the line of progression to which s/he bid. If the employee holds an "A" classification and bids an "A" position, that employee shall maintain all classification seniority for pay purposes.

(h) Should a completely new line of progression be created by the Authority, the initial filling of the jobs in that new line of progression will involve a process, which will permit employees from other lines of progression, subject to qualifications and classification seniority, to bid on such job.

(i) Employees in the Running Repair/Inspection areas shall be allowed to bid for which type of work they will normally perform. In such bidding, it is understood that, depending on the work load, employees may be temporarily assigned any work in the Running Repair/Inspection area. Nothing in this provision is intended to prevent assignment flexibility as necessary to accomplish the work load in the Running Repair and Inspection area.

(j) The decision to declare a vacancy is solely the Authority's decision, and this provision does not require that a vacancy be declared or recognized or that any given number of positions be recognized or retained in any line of progression.

(k) If a vacancy due to a long-term absence must be filled, the vacancy shall be filled by bidding within the line of progression beginning with the employee having the most classification seniority and continuing in accordance with such seniority. If the vacancy is not filled within the particular line of progression, the bidding shall proceed through the classification, until the vacancy is filled. If the vacancy is not filled within the particular classification, then the bidding shall proceed through the Service Technician and Labor Pool positions until the vacancy is filled. Upon return to work by an absent employee, s/he shall return to his/her previous position resulting in displacement of less senior employees.

Section 22.17: (a) When an employee of one classification becomes the successful bidder on a job promotion, s/he shall receive the full wage of such higher classification. The employee shall serve a minimum of 120 hours before s/he can disqualify himself/herself or be disqualified by the Authority. The employee may serve a maximum of 240 hours in which to qualify or be disqualified. If the Authority disqualifies an employee during the qualifying period, the employee shall have the right to appeal through the grievance procedure. Should the employee fail to qualify during the qualifying period, the employee shall return to his/her previous position, and the employee with the next highest seniority shall be given the opportunity to bid.

(b) An employee may disqualify himself/herself during the qualifying period only for his/her inability to perform the work as required. Such employee shall return to his/her previous position, and the employee with the next highest seniority shall be given the opportunity to bid. An employee who disqualifies himself/herself may not bid on the same position for a period of six

(6) months or until which time s/he obtains additional formalized training in the area in which s/he disqualified himself/herself. Training pay will only be authorized for the training performed during the initial 120 hours of the qualifying period.

Section 22.18: (a) Employees in the Maintenance/ Facilities Department who occupy jobs as Laborers, Janitors and Coach Cleaners shall constitute a Labor Pool. All employees in the Labor Pool shall hold their jobs on the basis of their departmental seniority and their ability to perform the work. All regular employees classified above the Labor Pool level, if demoted down to the Labor Pool level, shall be demoted in the order of their respective departmental seniority. If a classified employee is demoted to the level of the Labor Pool s/he may, at his/her option, elect to enter the Labor Pool or go on furlough. If an employee has sufficient department seniority and elects to enter the Labor Pool, s/he will displace the Labor Pool employee having the least department seniority. The employee holding the least department seniority may then be furloughed.

(b) During the bidding, all Labor Pool jobs will be open for choosing by all pool employees (and all classified employees who are then being demoted into the Labor Pool) on the basis of their departmental seniority and ability to perform the work. The Authority will post a list of all Labor Pool jobs it requires. Jobs not selected during the bidding will be filled by the Authority at its discretion and without regard to seniority. If, between bidding dates, a pool job becomes vacant, either by a quit, discharge, or a death, the Authority will fill such job by posting it for bidding and following Section 22.16(e) to solicit bids from qualified Labor Pool personnel, or by the recall of the employee last furloughed from the pool. If no such furloughed employee is available then, at its discretion, the Authority may hire a new employee. When an opening occurs in the lowest classified job (Service Technician/Steam Jenny), the Authority will post such opening for bidding (Section 22.16 above) and will consider the qualifications of the employees in the Labor Pool for promotion to such job before hiring a new employee to fill the job in question.

(c) Any person on the sick list or on vacation will be notified of any position that becomes open before such position is given to any junior person in seniority.

(d) If the days off or starting times are changed after a job has been bid, without a challenge from a senior employee, then the job will be posted for rebid unless the affected employee voluntarily agrees to the change of days or hours. It is also agreed that the days off will not be changed for the purpose of avoiding the payment of overtime.

Section 22.19: The Authority reserves the right to institute a twenty-four (24) hour operation in the Maintenance/Facilities Department. The Authority reserves the right to designate and/or change the starting and completion times of the shift.

Section 22.20: The Maintenance/Facilities Department Advancement/Progression Chart is shown as Appendix "C."

Section 22.21: Subject to the foregoing specific provisions, the classification and qualifications of employees are vested in the Authority.

Section 22.22: In addition to the MOU, dated 7/11/12 and shown as Appendix G, the Authority reserves the right to offer employees in the Equipment Repair (Heavy) and Inspection/Running Repair Shop lines of progression the opportunity to perform work as a Journeyman. A Journeyman Mechanic will be able to perform any duties in any of these two lines of progression as directed by the Authority. The Authority reserves the right to designate the number of Journeyman opportunities available during each bid and on each shift. During the bidding process, employees will bid into a position in one of the above two lines of progression and may choose, on a voluntary basis, to also bid to perform work as a Journeyman. Employees who bid to perform work as a Journeyman must meet specific skill sets/criteria established by the Authority. If more employees, who are qualified, volunteer to perform work as a Journeyman than positions designated by the Authority, then the Authority will select via seniority. Qualified employees who bid to perform work as a Journeyman will receive fifty cents (\$0.50) per hour in addition to their base rate. A Journeyman is not permitted to move between the Authority facilities (McKinley and Fields) in performing duties as a Journeyman.

Section 22.23: (a) The Authority shall be the sole judge as to the necessity for overtime work. Such overtime work shall be assigned by classification and nature of work in accordance with the following procedures:

(b) At each sign-up, the Authority shall establish three lists for overtime work, as set forth below.

(c) Voluntary Lists: Shall include all employees who may elect to volunteer for available overtime work for the duration of the sign-up period. Any employee who elects to join this list will not be removed until the next sign-up, except for an employee who furnishes a doctor's statement indicating overtime work would be detrimental to his/her health. Such employee 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/her doctor's records available to the Authority doctor.

Each employee on this list is obligated (except under extreme emergency) to work his/her respective assignments as due. When such voluntary lists are established, all employees on such lists shall be assigned available work within each respective line of progression. All Chiefs and "A's" will be rotated as explained below. The first assignment shall be to the employee in the respective line of progression beginning with the highest classification/departmental seniority. Thereafter, assignments shall be rotated so as to maintain each employee within eight (8) hours (overtime opportunity) of the next most senior employee on such voluntary list.

If the Authority, by improper administration of the Voluntary Overtime List(s), causes an employee to miss an overtime opportunity, so that such employee's overtime is out of balance by more than eight (8) hours with other employees on the same overtime list, s/he will be given the next overtime assignment the employee is available to work provided that an employee has timely reported improper administration, but there is not sufficient time to give the employee the overtime assignment prior to the general sign-up, the Authority will pay the affected employee the number of hours missed. The

employees who miss an overtime opportunity and get out of balance by reason of the extreme emergency rule, no answer when telephoned, being on second day off, or on vacation, will not receive pay, but will be brought back within the eight (8) hour balance, as soon as possible, by further overtime assignment.

An employee assigned on the voluntary overtime list may give the overtime away to another employee on the voluntary overtime list, provided the scheduled employee arranges, in a timely manner, for the substitute employee to work overtime, and provided the substitute employee is qualified for the position. In the event no one on the voluntary list wants to work the overtime assignment, the overtime may be given to the assigned lists. If no employee agrees to substitute, the scheduled employee must work the overtime assignment (except under extreme emergency). If a scheduled employee gives an overtime assignment away, s/he shall be charged with the overtime hours for rotation purposes.

(c) Assigned List No. 1: Employees with less than ten (10) years of departmental seniority who do not elect the Voluntary List shall be assigned to this list. If the Voluntary List will not support needed overtime at any given time, then, employees on this list will be assigned overtime, by line of progression, classification, or the Labor Pool in the inverse order of respective seniority and rotated as subsequent overtime assignments are required. No attempt will be made by the Authority to maintain equal hours with regard to this list. Employees on this list shall be obligated to work overtime as assigned, or must make arrangements with other employees (substitutes) on such list to work their overtime assignments, provided that the substitute employee who accepts such assignment notifies the foreman on the shift the overtime is being worked and provided further that the employee who gave away such overtime opportunity will be noted as having worked for the purpose of rotation records. Such assignments of overtime shall be within lines of progression, classification or Labor Pool. Within each respective line of progression, all Chiefs and "A's" rotate as explained in this Subsection. There will be no penalty to the Authority by reason of unequal assignment of overtime from this list, but the Authority will attempt to rotate the list as equally as possible.

(d) Assigned List No. 2: Employees with ten (10) years or more of departmental seniority who do not elect the Voluntary List shall be assigned to this list. If the Voluntary List and Assigned List No. 1 will not support needed overtime at any given time, then employees on this list will be assigned overtime, in a line of progression, classification, or Labor Pool in the inverse order of respective seniority and rotated as subsequent overtime assignments are required.

No attempt will be made by the Authority to maintain equal hours with regard to Assigned List No. 2. Employees on this list shall be obligated to work overtime as assigned, but may make arrangements with other employees (substitutes) on such list to work their overtime assignments, provided that the substitute employee who accepts such assignment notified the foreman of the shift the overtime is being worked and, provided further, that the employee who gave away such overtime opportunity will be noted as having worked for the purpose of rotation records. Such assignments of overtime shall be within lines of progression, classification or Labor Pool. Within each respective line of progression, all Chiefs and "A's" rotate as explained in this Subsection. There will be no penalty to the Authority by reason of unequal assignments of overtime from this list, but the Authority will attempt to rotate the list as equally as possible.

(e) If the Authority schedules all employees to work overtime within lines of progression or all employees within a given work area, then none of the above shall apply. Further, in such instances, there will be no penalty to the Authority by reason of unequal assignments of overtime.

Section 22.24: One person will not be required to work alone in a hazardous area, i.e., service line, pits, or at any time a coach is elevated.

Section 22.25: (a) Two (2), ten (10) minute coffee breaks will be permitted; one in the first half of the workday and the other in the second half of the workday.

(b) Personal cleanup time of ten (10) minutes will be allowed at the end of each day's work.

Section 22.26: There shall be no specific time or limit of time established for the completion of a specific task in the Maintenance/Facilities Department. If Management presents a proposal to establish standard repair times, Management and the Union will work to discuss the implementation of the standard repair times in the Maintenance/Facilities Department. If the parties cannot reach a resolution within a sixty (60) day period, both parties following initial discussion, will accept the common industry practice, where applicable as the time standard. It shall remain as an individual requirement for any person who encounters a situation requiring additional skills or assistance, and/or other unusual circumstances, to request such assistance from his/her supervisor in a timely manner. Nothing herein stated shall limit the Authority's ability to judge individual performance and to deal appropriately with such performance as may be judged substandard or inadequate.

Section 22.27: Maintenance/Facilities employees will not be required to handle external bus sign advertising consigned to the Authority's advertising contractor, except in situations where bus advertising must be removed in order to perform body and paint work on the Authority's vehicles.

Section 22.28: Only bargaining unit employees shall handle or transport parts for Authority buses, facility and support equipment over fifty dollars (\$50) unless it involves unusual or sophisticated equipment or parts, which may require a technical knowledge not available in the bargaining unit.

Section 22.29: No employee, other than a member of the bargaining unit, shall issue parts or supplies from the Store Room. In situations when a bargaining unit employee from the Store's line of progression is not available, and it is not practically possible to delay the work for which parts or supplies are required, then authorized individuals from the Authority's staff may issue such parts or supplies.

Section 22.30: (a) All diagnostic and repair work performed on Authority buses, facilities and equipment (excluding cars, trucks, tractors and other motorized support equipment) shall be performed by Maintenance/Facilities Department employees.

(b) Diagnostic work and technical repair work for which Maintenance/Facilities Department employees are not trained, licensed or otherwise qualified, or for which the Authority does not maintain equipment, may be performed by whatever means considered most practical and cost efficient by the Authority.

(c) Nothing in this language is intended to prohibit the Authority from occasionally requiring Maintenance/Facilities Department employees to perform minor repairs and service to Authority equipment not normally maintained by the Maintenance/Facilities Department.

Section 22.31: (a) An employee working in a specific area, after having diagnosed problem(s), which require replacement parts, shall notify a Chief Coach Repairman or the assigned supervisor to ensure the specific part(s) are available or will be available within a reasonable time.

(b) The assigned supervisor shall have the final authority prior to any vehicle being placed in a disabled or incapacitated condition, regardless of the availability of part(s), and shall be the sole judge of any employee beginning work on any Authority vehicle, which might result in placing such vehicle in an incapacitated condition.

Section 22.32: (a) All eligible classified personnel working within the Inspection/Running Repair line of progression shall be provided with training in the use of the tow truck, covering procedures, rules and regulations for towing disabled buses. This training shall cover all manufacturers and models of buses where different procedures are to be used. This includes all current buses and those that may be purchased in the future. Personnel deemed not eligible in the use of tow trucks shall include those who are medically disqualified from operating Authority equipment on the streets, those who have had a major preventable accident on their record in the past twelve (12) calendar months, and those who could not successfully pass the Tow Truck Training Program.

(b) A major preventable accident is defined as costly damage (over \$400) and/or serious neglect on the part of the employee who has caused such accident. The Authority shall determine each case on its own merits.

Section 22.33: The Authority shall not require employees to perform work, which requires special Authority-supplied tools, unless such special tools are available and in a safe operating condition. However, if the Authority supplies alternate tools or alternate methods not requiring specialized tools to perform such work, then such work shall be performed as specified.

Section 22.34: (a) Maintenance/Facilities Department employees may be required to attend specialized schools to maintain and/or gain knowledge and skills in the maintenance and repair of equipment that is used by the Authority.

(b) The Authority shall pay expenses in connection with schools as follows:

- (1) Tuition-fully paid.
- (2) Lodging-all expenses paid at designated facilities.
- (3) Meals per diem allowed by the Internal Revenue Service for the city in which the training is held.
- (4) Transportation-air, etc., all expenses paid in mode and class specified by the Authority.
- (5) Personal car-applicable rate per mile as established by Board policy for actual mileage to and from training site and any local transportation required.
- (6) Tolls/parking-actual charges.
- (7) Other expenses-actual charges as approved in advance.
- (8) Personal phone calls.

(c) The following expenses are not reimbursable:

- (1) Room Service
- (2) Cleaning
- (3) Entertainment
- (4) Alcoholic Beverages
- (5) Gratuities

(d) The Authority requires that Expense Reports be properly prepared and submitted within five (5) business days after return from training. Such reports shall be typed or neatly printed with all applicable receipts accompanying the Expense Report. The Authority shall assist (if needed by the employee) in preparing Expense Reports.

(e) Employees who attend schools shall be paid eight (8) hours per day (employees on a 4-10 schedule will not be paid less than forty [40] hours for a full week's work) of their respective straight time hourly rate of pay for each day in attendance at such schools. There shall be no other compensation from the Authority.

Section 22.35: (a) In the interest of providing stable employment, but nevertheless, to permit the Authority to maintain and continue the development of transportation under applicable laws, the Authority will perform such coach and coach component maintenance and overhaul, and other related work, as its employees have the normal time and the skills to perform, and for which the Authority can reasonably make available the necessary facilities and training.

(b) The Authority, in any event, shall not use outside contractors for the performance of work usually done by employees in the Maintenance/ Facilities Department, so as to result in the discharge or layoff of employees, or in the reduction of their rate of pay.

(c) It is duly understood that nothing herein set forth above requires the continuation of the present volume of work contracted out.

ARTICLE XXIII

Maintenance/Facilities Department Seniority

Section 23.1: (a) When the operation of a division, garage, or shop is partially or totally discontinued or when a new division, garage, or shop is created, Maintenance/Facilities Department employees affected by such changes will be permitted to make bid for positions in other division garages or shops and, if qualified, shall be placed in the classified positions according to their qualifications and appropriate seniority. In such cases, the Authority, ten (10) days prior to change, shall post in all division garages and shops the requirement of the various classifications for each location, and the employees at all locations shall be permitted to make bids, on bid forms supplied by the Authority for the positions so listed and will be assigned in accordance with the qualifications and appropriate seniority.

(b) Provided further that the parties, in recognition that the foregoing paragraph recites a general principle, further agree that specific agreements are necessary to meet specific changes to make them functional.

Section 23.2: New employees, and employees who may be transferred from other departments of the Authority to the Maintenance/Facilities Department, shall become the junior employees in line of seniority in their respective Maintenance/Facilities Department progression classification.

Section 23.3: Authority seniority of all employees shall start from the actual day of last employment with this Authority or its predecessor and shall not be terminated except under the same conditions provided for in Article XIX, Section 19.6. Departmental seniority shall be governed by the provisions of Section 23.2, above.

Section 23.4: (a) A roster of Maintenance/Facilities Department employees shall be posted by the Authority in each division garage or shop giving the names of each employee together with their respective Authority, departmental, and classification seniority dates. Such lists shall be posted and copies furnished to the Union not less than two (2) weeks prior to the April, August, and December Labor Pool bidding dates. The Maintenance/Facilities Department seniority list shall be updated following every change.

(b) Organizational charts will be posted in each major working area, i.e., Service Line, Running Repair/Inspection, Stores, and Heavy Repair.

Section 23.5: (a) Promotions in the respective departmental classifications shall be on the basis of classification seniority and qualifications. Changes from one departmental classification grade to another shall be on the basis of departmental seniority and qualifications, both to be in accordance with the departmental promotional chart.

(b) A classified employee who elects to go on furlough rather than accept a Labor Pool job may not thereafter enter into the Labor Pool until s/he has been restored to his/her former level of classified progression above the Labor Pool level. An employee in a line of classified progression who accepts a demotion into the pool will be restored to his/her last previous line of progression above the pool level whenever a job for which s/he is eligible in such line of progression is open. If such an employee is subsequently bumped out of the pool and furloughed, s/he may reenter back into the pool on the basis of his/her departmental seniority and/or s/he may be returned to his/her last occupied line of classified progression whenever a job in such line of progression is open for which s/he is eligible on the basis of his/her classification seniority.

(c) Subject to the foregoing, furloughed employees shall be placed on a list and be entitled to re-employment in work for which they can qualify in their respective departments in the order of their departmental seniority before the Authority employs any other employees in such departments. Employees demoted in case of layoffs or furloughs shall have the first opportunity to be reinstated in their former positions before any other employee shall be promoted to such position.

(d) When two (2) or more occupational classifications form a regular line of promotional succession, the employee with the least classification seniority shall be the first demoted to the next lower classification or furloughed as the case may be. In the determination of any employee's classification seniority, if demoted to a lower classification, all length of service in a higher classification or classifications may be added to the seniority of such lower classification; for example: All Class "A" seniority may be added to an employee's previous Class "B" seniority to determine his/her Class "A" seniority. All Class "A" and previous Class "B" seniority may be added to the next lower classification to determine an employee's seniority in such lower classification.

(e) Nothing in the foregoing Article shall in any manner affect the Authority's right to furlough employees for lack of work; however, matters arising relative to furloughing of employees will be discussed with Union representatives. Such matters will be subject to the usual grievance procedure providing, that no employee shall be furloughed when vacancies to which s/he can be transferred and for which s/he can qualify exist in the Maintenance/Facilities Department of the Authority. When there is a Maintenance/Facilities Department layoff or job elimination, the employee with the least Maintenance/Facilities Department seniority will be laid off first.

(f) Any employee who has five (5) years classification seniority in an "A" (former "B" or former "Helper") or higher classification, who has two (2) years classification seniority as a Coach Service Technician/Steam Jenny, and is demoted due solely to a lack of work, for a period of one (1) year following the date of such demotion, shall retain the rate of pay of the classification, which s/he held at the time of such demotion.

ARTICLE XXIV

Maintenance/Facilities Department Uniforms/Tools

Section 24.1: (a) All employees of the Maintenance/Facilities Department shall be supplied with uniforms and laundry service for such uniforms.

(b) The Authority will make available spare uniforms to be used by those persons who may not have had uniforms returned by the Authority's contractor in a timely fashion. Employees are responsible for assuring that their soiled uniforms are in the proper pickup point at the appropriate time.

(c) Employees of the Maintenance/Facilities Department shall be required to wear the uniform supplied by the Authority while on Authority paid time and working on Authority equipment, facilities or properties. The complete uniform shall be worn, with the exception that a dark colored plain shirt (without any insignia except for a small COTA or TWU 208 logo) not supplied by the Authority, of at least short sleeves may be worn inside of COTA facilities in lieu of the uniform shirt in warm conditions. Only the uniform supplied by the Authority may be worn outside of COTA facilities.

(d) To receive the new uniform, employees will be required to return all old uniforms. Employees who fail to return all old uniforms within the time limit as specified, shall be charged the rate for uniform loss as specified by the supplier.

(e) The wearing of clothing, jewelry or hair styles that could easily be caught in moving machinery or otherwise create a hazard to either the individual or co-workers are not acceptable. No attempt shall be made to mandate dress or personal grooming standards within the Maintenance/Facilities Department, except to comply with the above conditions.

Section 24.2: (a) Effective the first Friday in February and the first Friday every six (6) months thereafter, all classified employees who now receive a tool allowance (except Stores employees) shall receive a tool allowance of one hundred eighty-five dollars (\$185) for the first year of the agreement, one hundred ninety dollars (\$190) for the second year of the agreement and two hundred (\$200) for the third year of the agreement.

(b) All tools over one inch (1") will be furnished by the Authority and will remain the property of the Authority. All tools currently being furnished by the Authority will continue to be furnished and will remain the property of the Authority.

(c) Stolen tools will be replaced by the Authority only when the entire kit or major portion thereof is missing. Tools must be secured inside a locked container on an appropriate cart and locked with a chain to a fixed object. Tools in locked containers on a cart, which are placed in the Storeroom, do not require chaining to a stationary item. Only after these security precautions are taken, and there is evidence of forced removal, and a police report of loss, will replacement be made by the Authority. The lock(s) must be furnished by the employee and a detailed inventory list of the employee's tools must be on file with the Authority indicating each item and the manufacturer before replacement of these tools is made. Replaced tools will be based upon such list. The Authority may elect to randomly reconcile this list with the physical presence of listed tools.

(d) Tools stolen from the Authority's vehicles shall also be replaced in the event such theft occurs at locations other than the McKinley/Fields Avenue facilities. Such theft must occur while the respective employee(s) are on Authority time, performing work or are in performance of their respective job duties. The replacement of tools stolen from Authority vehicles shall meet the criteria established in 24.2(c) above with exception of the requirement for keeping tools in locked containers on a cart. However, such tool kit must be kept in a locked compartment of the Authority vehicle, and evidence of forced removal must be present.

Section 24.3: (a) The Authority shall require employees 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 must be submitted to the Authority before being replaced. For purposes of this paragraph, the Authority will reimburse for foot protection up to 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 XXV

Neighborhood Circulator Route Operators Board

Section 25.1: A Neighborhood Circulator Route Operators Board will be established by the Authority. During the term of this contract, the Authority may establish the following circulator routes:

Westerville Circulator
North Downtown Circulator
South Downtown Circulator
Linden Circulator
Easton Circulator
Fields/McKinley Circulator
Polaris Circulator
Near East Circulator

and one of these four (4) circulators:

Crosswoods Circulator
Rickenbacker Circulator

North Dublin/Tuttle Circulator
Hotel Circulator

The maximum number of circulators established during the tenure of this Agreement will be limited to nine (9).

Section 25.2: Only Articles I, II, III, IV, V, VI, VII, IX, X, XI, XII, XIII, XV, XVI, XVII, XXVII will apply to this Board. Issues arising from Articles not included herein will be resolved under Section 25.9 below.

Section 25.3: The Neighborhood Circulator Route Operators Board will have the following wage progression:

0-12 months	60% of MCOB Board (see Appendix A)
13-36 months	65% of MCOB Board
37 months and over	70% of MCOB Board

Neighborhood Circulator Route Operators will receive the same PERS pick up as the Motor Coach Operator Board. Westerville Pilot Project employees will carry their COTA seniority and wage progression to the Neighborhood Circulator Route Board.

Section 25.4: Employees fringe benefits: sick leave pay, vacation, insurance (health, dental, vision, life, weekly sick benefits), bereavement and holidays, as outlined in the bargaining agreement covering transportation and service employees.

Section 25.5: (a) Neighborhood Circulator Route Operators receive a forty (40) hour weekly guarantee, normally over five (5) days. Neighborhood Circulator Route Operators will be scheduled for two (2) days off each week.

(b) Employees will be paid registering on/off time and deadhead time. Any other provisions for premium pay such as intervening time, spread time, piece or run guarantee will not be applicable. Overtime after forty (40) hours worked will be paid at time and one half ($1\frac{1}{2}$). Hours worked will include holidays, vacation, Union business and Authority business.

Section 25.6: Within the physical limits of the COTA facilities and employee safety, maintenance, fueling and cleaning of the vehicles will be performed by TWU, Local 208 members in the Vehicle Maintenance Department.

Section 25.7: The operation of the Neighborhood Circulator Route Operators Board will not have a negative effect on existing MCOB revenue service.

Section 25.8: Neighborhood Circulator Route Operators Board may be assigned to vehicles that require a CDL. These vehicles will consist of any vehicle thirty-one (31) feet or less. If these vehicles are used outside of Neighborhood Circulator Routes, regular Motor Coach Operators shall operate these vehicles. No Neighborhood Circulator Route Operator can operate any thirty-five (35) or forty (40) foot coach. In the event a regular MCO is required to drive on the Neighborhood Circulator Route Operators Board or operate a vehicle of thirty-one (31) feet or less, s/he will be paid at their current rate of pay under the bargaining agreement covering their wages.

Section 25.9: Union and Management agree to meet regularly to critique the Neighborhood Circulator Route Operators Board and jointly address any problems that may arise on this Board.

Section 25.10: All Neighborhood Circulator Route Operators must have a valid CDL. Existing Westerville Pilot Project employees must have a valid CDL, after COTA training and pursuant to permissible State testing periods, to qualify for the Neighborhood Circulator Route Operators Board.

Section 25.11: An employee hired under this Neighborhood Circulator Route Operators Board may apply along with other COTA employees for other available positions at COTA for which they are qualified. An employee who is hired for another position shall have his/her wage progression follow.

Section 25.12: COTA will determine and provide the official uniform to be worn by the Neighborhood Circulator Route Operators and provide all uniforms necessary for the duration they are on the Neighborhood Circulator Route Operators Board.

ARTICLE XXVI

Duration

Section 26.1: 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 12:01 a.m., 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.

Section 26.2: In the event any state or federal laws are enacted, which affect the transit industry and which 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, the following provisions of the Agreement shall become null and void and of no effect: Article VIII, XI, XIX, and XXIII; 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.

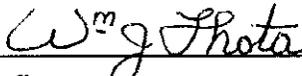
Section 26.3: IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by their respective officers and attested by their respective Representatives as of the day and year first above written.

Central Ohio Transit Authority
and
Transport Workers Union, Local 208
(Bus Operators, Facilities and Vehicle Maintenance)

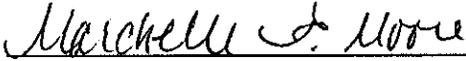
CENTRAL OHIO TRANSIT AUTHORITY



By: Linda Mauger, Chair, COTA Board of Trustees

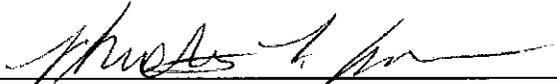


Attest: W^m. J. (Bill) Lhota, President/CEO



Marchelle E. Moore, Interim, Vice President of Human Resources and Labor Relations

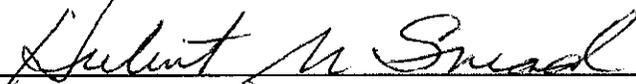
TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO, LOCAL 208



By: Theotis L. James, President



Attest: Duane L. Marbury, Secretary-Treasurer



Approved: Hubert N. Snead, Administrative Vice President - International, TWU

APPENDIX A

Wage Schedule

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

Transportation Department

Hired before 12/1/2005:					
100% of top rate of pay					
	Effective	Effective	Effective	Effective	Effective
	1/1/12	1/1/13	7/1/13	1/1/14	7/1/14
	(2%)	(1.5%)	(1%)	(1.5%)	(1%)
Top Operator	\$24.80	\$25.17	\$25.42	\$25.80	\$26.06

Hired on or after 12/1/2005:						
		Effective	Effective	Effective	Effective	Effective
		1/1/12	1/1/13	7/1/13	1/1/14	7/1/14
		(2%)	(1.5%)	(1%)	(1.5%)	(1%)
0-12 months	62.5%	\$15.50	\$15.73	\$15.89	\$16.13	\$16.29
13-24 months	63%	\$15.62	\$15.86	\$16.01	\$16.25	\$16.42
25-36 months	65.5%	\$16.24	\$16.49	\$16.65	\$16.90	\$17.07
37-48 months	68%	\$16.86	\$17.12	\$17.29	\$17.54	\$17.72
49-54 months	70%	\$17.36	\$17.62	\$17.79	\$18.06	\$18.24
55-60 months	72.5%	\$17.98	\$18.25	\$18.43	\$18.71	\$18.89
61-66 months	75%	\$18.60	\$18.88	\$19.07	\$19.35	\$19.55
67-72 months	77.5%	\$19.22	\$19.51	\$19.70	\$20.00	\$20.20
73-78 months	80%	\$19.84	\$20.14	\$20.34	\$20.64	\$20.85
79-84 months	90%	\$22.32	\$22.65	\$22.88	\$23.22	\$23.45
Over 84 months	100%	\$24.80	\$25.17	\$25.42	\$25.80	\$26.06

Maintenance/Facilities Department

Hired before 12/1/2005:	
100% of top rate of pay	

Hired on or after 12/1/2008:		
0-12	months	85%
13-24	months	90%
25-36	months	95%
Over 36	months	100%

NOTE: Progression only applies to "A" and Chief positions.

	Effective	Effective	Effective	Effective	Effective
	1/1/12	1/1/13	7/1/13	1/1/14	7/1/14
	(2%)	(1.5%)	(1%)	(1.5%)	(1%)
Chief	\$26.33	\$26.72	\$26.99	\$27.39	\$27.67
"A" Step 3	\$25.85	\$26.24	\$26.50	\$26.90	\$27.17
"A" Step 2	\$25.64	\$26.02	\$26.28	\$26.67	\$26.94
"A" Step 1	\$25.10	\$25.48	\$25.73	\$26.12	\$26.38

Hired before 12/1/2005					
	Effective	Effective	Effective	Effective	Effective
	1/1/12	1/1/13	7/1/13	1/1/14	7/1/14
	(2%)	(1.5%)	(1%)	(1.5%)	(1%)
Service Technician/Steam Jenny	\$23.77	\$24.13	\$24.37	\$24.74	\$24.98
Labor Pool assigned to Vehicle Maintenance only	\$23.37	\$23.73	\$23.97	\$24.32	\$24.57
Labor Pool	\$23.24	\$23.59	\$23.83	\$24.19	\$24.43

Hired on or after 12/1/2005					
	Effective	Effective	Effective	Effective	Effective
	1/1/12	1/1/13	7/1/13	1/1/14	7/1/14
	(2%)	(1.5%)	(1%)	(1.5%)	(1%)
Service Technician/Steam Jenny	\$16.48	\$16.73	\$16.90	\$17.15	\$17.33
Labor Pool assigned to Vehicle Maintenance only	\$16.21	\$16.45	\$16.62	\$16.86	\$17.04
Labor Pool	\$16.12	\$16.36	\$16.52	\$16.77	\$16.94

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 January 1, 2013, 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.

APPENDIX B

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 hour, 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

[Subject to Article XII]

Current coverage effective until December 31, 2012

Central Ohio Transit Authority (COTA)

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	\$1,000/\$3,000
Co-Insurance Maximum (Includes Deductible)	\$1,000/\$2,000	\$2,000/\$4,000
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 onetime payment per plan per plan year.

APPENDIX D (continued)
Current coverage remains in effect until December 31, 2012
 Central Ohio Transit Authority (COTA)
 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 supplies 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 D (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 D (continued)

Current coverage remains in effect until December 31, 2012

Central Ohio Transit Authority (COTA)
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 D (continued)
Current coverage remains in effect until December 31, 2012
Central Ohio Transit Authority (COTA)
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 D (continued)

Current coverage remains in effect until December 31, 2012

Central Ohio Transit Authority (COTA)

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	
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 D (continued)
Effective January 1, 2013-December 31, 2013
 [Subject to Article XII]
 Central Ohio Transit Authority (COTA)
 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 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 D (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority (COTA)
 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 supplies 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 D (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 D (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority (COTA)
 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 D (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority (COTA)
 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 D (continued)
Effective January 1, 2013-December 31, 2013
 Central Ohio Transit Authority (COTA)
 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	
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 D (continued)
Effective January 1, 2014-December 31, 2014
 [Subject to Article XII]
 Central Ohio Transit Authority (COTA)
 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 D (continued)
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority (COTA)
 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 \$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 supplies 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 D (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 D (continued)
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority (COTA)
 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 D (continued)
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority (COTA)
 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 D (continued)
Effective January 1, 2014-December 31, 2014
 Central Ohio Transit Authority (COTA)
 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	
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 E

ATTENDANCE POLICY ABSENCES/MISSES

Good attendance is essential to efficient and smooth operation of the Central Ohio Transit Authority. All employees are expected to work all of their scheduled assignments. The Authority recognizes that employees have legitimate reasons for absences and misses from work. However, excessive absenteeism and misses will adversely affect the quality of transit service and, therefore, cannot be tolerated.

Section 1 - General Provisions:

The provisions in Section 1 apply to both absences and misses:

(a) With the exception of the items set forth below, an employee will be charged with an attendance event any time s/he is not at work when they are originally scheduled to be there. Consecutive days off, for the same reason, not to exceed thirty (30) days (except for FMLA leave and leave due to allowed workers' compensation claims), shall be considered only one (1) attendance event.

- (1) Contractual benefits (not including paid sick leave unless the particular absence is excused under (3) below).
- (2) Official Union business or Authority business, as provided in the Memorandum of Agreement.
- (3) Absences caused by illnesses or injuries up to a maximum of four (4) per twelve (12) month rolling period, provided that all of the four (4) must be verified by certification of hospital admission, allowed workers' compensation claim, or a licensed medical or dental professional.
- (4) Court subpoenas or summons.
- (5) Workers' Compensation actions initiated by the Authority.
- (6) Verification of follow-up visits for illnesses of a life-threatening nature to the employee, or his/her immediate family member, shall be reviewed on a case-by-case basis to determine whether or not such follow-up visit(s) will be excused.

(b) For each event of unexcused absences during a month, the Authority will deduct two (2) hours from the sick hours to be credited to the employee. This deduction applies only once when consecutive days off for the same reason extend beyond thirty (30) days.

Section 2 - Reporting Absences:

(a) An employee calling the station to report off work shall inform his/her supervisor, or designated COTA representative (whose phone will have voice mail), at least one (1) hour before his/her start time. If this time deadline is met by the employee, the employee will only be charged with one (1) attendance event for the absence. If the employee calls in less than one (1) hour before his/her start time to report off work, the employee shall be charged with one (1) attendance event and also shall not be entitled to sick pay for that day. If the employee calls in after his/her start time to report off work, the employee shall be charged with two (2) attendance events and also shall not be entitled to sick pay for that day.

Section 3 - Misses:

(a) When an Operator fails to report on time for an assignment as specified by the Authority, it shall be counted as a miss and the following shall prevail:

- (1) The day of the miss shall be spent at the bottom of the extra board for an Operator who misses an assignment.
- (2) When a Regular Operator with at least twenty (20) years of seniority is placed at the bottom of the board because of a miss, s/he shall have the privilege of being assigned to the last extra work on the line on which his/her currently chosen run operates, if such assignment is available.

(b) An employee calling the station to inform his/her supervisor, or designated COTA representative (whose phone will have voice mail) that the employee will be late, must do so by the employee's start time.

- (1) An employee shall receive one (1) attendance event for a miss or reporting late for work, but shall receive pay for work performed.
- (2) If an employee calls in, prior to his/her starting time to say s/he will be late but later makes a second call after his/her starting time to report off work, s/he will be charged with two (2) attendance events, and s/he will be ineligible to collect sick pay for that day.

Section 4 - Progressive Disciplinary Process:

Each time an employee experiences an unexcused absence or miss within a rolling twelve (12) month period, s/he will be subject to the next step in the following progressive attendance event disciplinary process for:

- 1st Attendance Event through 6th Attendance Event - No Action
- 7th Attendance Event - Written Warning and Mandatory Visit to Human Resources
- 10th Attendance Event - Final Counseling and Warning
- 11th Attendance Event - Discharge

Section 5 - Special Provisions:

(a) Attendance records will be frozen for employees on disability for more than thirty (30) calendar days.

(b) If an employee exhibits a continual pattern of repeated violations at level seven or above within a rolling twelve (12) month period, (even if the employee drops below level seven at some point during this period) this will be deemed as an intent to circumvent the purpose of the attendance policy and will subject the employee to discharge. An example of a continued pattern is as follows: an employee reaches his/her seventh event or above, has one or more events roll off (e.g., drops to six events or below), then experiences several unexcused absences, which cause the employee to reach level seven or above again for a second, third or fourth time within that same rolling twelve (12) month period. If this occurs, this will be deemed as a pattern and the employee will receive additional discipline up to and including termination. The additional discipline as otherwise stated in this policy will be as follows: written warning for second time at level seven or above within a rolling twelve month period; one day working suspension for third time at level seven or above within a rolling twelve (12) month period; discharge for fourth time at level seven or above within a rolling twelve (12) month period.

(c) Article XVII, Section 17.5 of the Memorandum of Agreement shall not apply to mandatory visits to Human Resources or final warnings given by supervision as provided in the Policy.

(d) All attendance events will be calculated on a rolling twelve (12) month basis.

(e) For each quarter in which an employee achieves perfect attendance, s/he will receive seventy-five dollars (\$75) less normal withholdings. In the event an employee achieves perfect attendance for an entire calendar year, the employee shall receive two-hundred fifty dollars to be paid no later than January 31st of the following year.

APPENDIX F

Memorandum of Understanding

Between COTA and TWU Local 208

Paint/Body Shop Lines of Progression

February 29, 2012

Effective thirty (30) days after ratification of the 2011-2014 collective bargaining agreement between the parties for the Operators and Vehicle/Facilities Maintenance bargaining units:

- (1) Employees, both current (after receiving any necessary training) and future new hires, in the Paint Shop and Body Shop lines of progression as referenced in Article XXII and Appendix C can perform each other's duties interchangeably.
- (2) The following employees will be excepted from paragraph one and will continue to perform Paint Shop duties for as long as they continue, without interruption, to bid into Paint Shop positions and will not be required to perform the additional duties of the Body Shop:
 - James Love;
 - Michael Schnars;
 - David Richardson; and
 - Jon Walters



For TWU Local 208
Andrew J. Jordan

Date: 7/25/12



For COTA
Kristen M. Treadway

Date: 7/25/2012

APPENDIX G

Memorandum of Understanding

Between COTA and TWU Local 208

Journeyman Position

Article XXII - Maintenance/Facilities Department

Hours of Work and Working Conditions

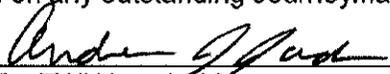
July 2, 2012

COTA and TWU Local 208 agreed to a trial period where the Union's proposal for the Journeyman position is implemented and COTA's proposal for the Journeyman position is implemented.

The Authority reserves the right to offer employees in the Equipment Repair (Heavy) and Inspection/Running Repair Shop lines of progression the opportunity to perform work as a Journeyman. Journeyman Mechanics will be paid a premium of fifty cents (\$0.50) per hour in addition to their base rate during the below described trial periods:

- (1) Beginning with the August 2012 sign-up, the Union's position involving "Journeyman Article 22" on 6/21/2012 will be implemented. Qualified employees who bid to perform work as a Journeyman will only be assigned work as a Journeyman when the Journeyman is performing an assigned task as a result of an inspection, preventive maintenance, or repair. The Journeyman will not perform the work of any employee who is off work for any reason (such as vacation, sick leave, etc.) The Journeyman may only work overtime, outside his or her line of progression, when the overtime is necessary for the Journeyman to complete an assigned task and the overtime does not exceed two (2) hours of work.
- (2) Beginning with the December 2012 sign-up, COTA's proposal of 5/14/2012 for the Journeyman position will be implemented. A Journeyman will be able to work across these two lines of progression as directed by the Authority. The Authority shall not be permitted to move a Journeyman between the McKinley and Fields Avenue facilities. A Journeyman shall be permitted to complete repairs begun on their regular shift without limitation, and may perform the work of any employee who is off work for any reason (such as vacation, sick leave, etc.) as directed by the Authority.

Two weeks prior to the next sign-up, in April 2013, the parties will meet to determine if they are able to resolve any outstanding Journeyman issues before the April 2013 sign-up. If they are unable to resolve these Journeyman issues before the April 2013 sign-up, the parties will submit these issues to the Fact Finder, Sarah Cole, for a hearing that will result in a final and binding decision on any outstanding Journeyman issues.


For TWU Local 208
Andrew J. Jordan


For COTA
Kristen M. Treadway

Date: 7/25/12

Date: 7/25/2012

APPENDIX H

**Memorandum of Understanding
Between COTA and TWU Local 208**

**Duties for Service Technicians and Labor Pool Employees
Assigned to Vehicle Maintenance**

Article XXII - Maintenance/Facilities Department

Hours of Work and Working Conditions

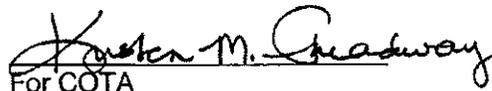
July 18, 2012

Duties for Service Technicians and Labor Pool employees assigned to Vehicle Maintenance are as follows:

- (1) Labor Pool employees are permitted to do their traditional work of cleaning and premium cleaning of coaches and other labor pool work as necessary, but they are also permitted to fuel coaches, check coach tires and fluid levels.
- (2) Service Technicians are also permitted to clean (but not premium clean) coaches, but will retain the sole ability to conduct line-up of coaches, perform steam jenny work and perform road calls and minor repairs.

This MOU is not, and cannot be interpreted to be, a waiver by either party of its respective position as to whether the Job Manual may be unilaterally changed by COTA management.


For TWU Local 208
Andrew J. Jordan


For COTA
Kristen M. Treadway

Date: 7/25/12

Date: 7/25/2012

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