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AGREEMENT

BETWEEN THE

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

AND THE



**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
OHIO COUNCIL 8, AFL-CIO
LOCAL 101**

DECEMBER 1, 2011 - DECEMBER 1, 2014

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LABOR AGREEMENT

December 1, 2011 – December 1, 2014

ARTICLE 1 – PARTIES

This Agreement is made between the Greater Dayton Regional Transit Authority hereinafter referred to as “The Authority” or “Management” and Ohio Council 8, Local 101, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees. The Authority, through its properly authorized and accredited managers, will meet and confer with the Union, acting through its properly accredited officers and committees on questions that may arise related to the contents of this Agreement. Such matters will be considered with fairness and reasonableness. Should any differences arise between the parties related to the contents of this Agreement which cannot be mutually adjusted under this Agreement, the same shall be submitted upon written request of either party to Arbitration in accordance with the provisions of Article 22 herein.

ARTICLE 2 – MANAGEMENT RIGHTS

Management has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to the areas of discretion or policy such as functions and programs of the Authority, standards of services, its overall budget, utilization of technology, and organization structure;
2. Direct, supervise, evaluate, and hire employees;
3. Maintain and improve the efficiency and effectiveness of Authority operations;
4. Determine the overall methods, process, means, and personnel by which Authority operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Authority;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Authority. The Authority is not required to bargain on subjects reserved to the management and direction of the Authority except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE 3 – NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination because of age, race, sex, color, creed, national origin, political affiliation, disability, religion, or union membership.

ARTICLE 4 – RECOGNITION

Section 1

Ohio Council 8, Local 101, American Federation of State, County and Municipal Employees, AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, terms and other conditions of employment for all employees of the Greater Dayton Regional Transit Authority in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No. 01-REP-10-0249, (as amended in Case No. 08-REP-04-0073 and 09-REP-03-0036) which is described as:

INCLUDED: All employees in the following positions: Accounts Payable Clerk I, Accounts Payable Clerk II, Accounts Receivable Clerk, Call Center Representative, Certification Representative, Customer Service Representative I, Financial Administrator II, Lead Materials Control Specialist, Maintenance Administrative Specialist, Materials Control Specialist, Pass/Token Delivery Clerk, Payroll Analyst, Purchasing Clerk, Receptionist, Research Coordinator, Scheduling Analyst, Transit Ambassador and Transit Communications Specialist.

EXCLUDED: All management level, supervisory, confidential, fiduciary, professional employees, interns, and students as defined in the Act; seasonal and casual employees as defined by SERB; and all employees in classifications represented by the Amalgamated Transit Union, Local 1385.

Section 2

The Union recognizes that the Authority shall have full and exclusive power to control, direct and terminate the employment of all new employees during the probationary period, without being subject to a charge of Agreement violation or the commission of a grievance by reason of such termination or the exercise of such control.

Section 3

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation merger, sale, transfer, lease or the assignment of

either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

ARTICLE 5 – AUTHORIZATION AND FAIR-SHARE

Section 1

The Employer shall deduct the periodic dues, initiation fees and assessments of each employee who is a member of the Union upon presentation of a written deduction authorization by the employee. All employees in the bargaining unit defined herein who, one hundred and eighty (180) days from the date of hire are not members in good standing of the Union, are required to pay the Union a Fair Share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to the Employer by the Secretary-Treasurer of the local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement. The Union will indemnify and save the Authority and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the Authority or the Authority and the Union jointly.

Section 2

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the Authority's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

Section 3

The Authority will deduct from the wages the regular monthly Union dues of members and the fair share fees of non-members. Deductions shall be made from the biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the Authority will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to AFSCME Ohio Council 8 Controller, 6800 North High Street, Worthington, Ohio 43085 no later than fifteen (15) days following the end of the month in which the deduction is made.

Section 4

The Authority shall provide with each deduction of dues and fair share fee deductions, the following information:

- A. Alphabetical list of Union members from whom deductions were made, the name, address, last four (4) digits of social security number of each member and the amount deducted.
- B. Alphabetical list of fair share fee employees from whom deductions were made, the name, address, of each employee and the amount deducted.

ARTICLE 6 – VACANCIES

Section 1

A notice of all job vacancies within the bargaining unit shall be posted at a central location within the Employer's work place. All vacancies must be posted for a minimum of seven (7) calendar days. The notice will show the job title, classification, description of duties, the rate of pay, education, experience and other minimum requirements necessary to be considered for the position. Those individuals who wish to be considered for the posting must submit a career opportunity application with the Human Resources Department before 5:00 p.m. of the application deadline.

Section 2

Applicants who possess the minimum requirements will be given consideration. Where internal applicants have the same skills, experience and ability to perform the job, seniority shall be the determining factor. Current bargaining unit employees will be considered first before considering anyone from the outside.

Section 3

Unless the Employer determines not to fill the vacancy, under normal circumstances the Employer will make a good faith effort to fill permanent vacancies within one hundred and twenty (120) days from the date of the original posting. New employees, defined as full and/or part-time employees who have not completed their initial probationary period (1,040 hours worked for full-time employees, 520 hours worked for part-time employees, excluding any hours worked over 20 hours per week) in their current position, will only be considered for advancement if it is determined to be in the best interest of the Authority.

Section 4 - Temporary Filling of Permanent Vacancies

The Authority may or may not decide to fill the permanent vacancy with a temporary appointment to cover the period of the posting and selection process. This assignment will not normally last longer than one hundred and twenty calendar (120) days. The employee assigned this work assignment will be paid the greater of (a) the minimum for the grade of the position being temporarily filled, or (b) the employee's current pay rate. This higher rate of pay shall only be paid to employees who are assigned to temporarily perform substantial duties of a permanent vacancy.

Management will assign temporary employees to fill permanent vacancies in eight (8) hour increments per day.

Section 5 - Filling of Temporary Vacancies

The Authority may or may not decide to fill temporary vacancies to meet operational requirements. In the event the Authority decides to fill a temporary vacancy, it will attempt to fill the vacancy by offering the position to the most senior employee in the department where the vacancy exists who has the skills, experience and ability to perform the job.

If a temporary vacancy is refused by the senior employee, the position will be offered to the next senior employee in the department where the vacancy exists who has the skills, experience and ability to perform the job. In the event that this individual refuses to accept the position, management has the right to assign the job to a qualified individual.

The employee assigned this work assignment will be paid the greater of (a) the minimum for the grade of the position being temporarily filled or (b) the employee's current pay rate. This higher rate of pay shall only be paid to employees who are assigned to temporarily perform all of the duties of a temporary vacancy. Said temporary assignments will not be for less than four (4) hours per day.

ARTICLE 7 – SENIORITY AND PROBATION

Section 1

Seniority is defined as length of continuous full-time or regular part-time employment with the Authority. Full-time employees are those employees that are normally scheduled to work at least 40 hours per week. Part time employees are those employees that are normally scheduled to work less than 35 hours per week. In the event a part-time employee becomes a full-time employee, the employee's seniority shall be calculated at fifty percent (50%) of the full-time seniority. All new full-time employees shall be on probation for a full period of 1,040 hours worked, excluding overtime, following the date of employment. New part-time employees shall be on probation for a full period of 520 hours worked, excluding any hours worked over 20 hours per week, following dates of employment. Probationary employees have no seniority rights. Upon successful completion of the probationary period, the employee's seniority date shall be retroactive to the date of hire.

Section 2

Employees accepting promotional and/or lateral transfers shall serve a probationary period of 680 hours worked, excluding overtime. An employee failing to establish competency (as determined by management) within this probationary period will be returned to his/her previous position, provided the position has not been filled. If the previously held position is not available, the Authority may offer the employee

any open similar position within the same grade classification, provided they have the skills, experience and ability to perform the job. If there are no similar open positions available, or the employee refuses to accept the position offered, the employee will have the option to resign or be terminated. Probationary employees have no seniority rights within the new classification.

Section 3

An employee's seniority shall cease and his/her employment shall terminate upon any of the following:

- a. Resignation or quit;
- b. Termination;
- c. Failure to return from layoff when recalled, or failure to accept a recall;
- d. Expiration of layoff recall rights;
- e. Failure to return from a leave of absence within the designated time set forth in this Agreement for leaves of absences;
- f. Retirement (service or disability)

1. An employee who is a disability benefit recipient under the Ohio Public Employees Retirement System and who is later reinstated to active employment pursuant to O.R.C. §145.362 or its equivalent shall not receive seniority credit for the time spent on disability.

ARTICLE 8 – PERSONNEL RECORDS

An employee shall have access to all of his/her personnel folder, upon reasonable notice to the Human Resources Department. Such access to the employee's personnel folder shall be within three (3) working days of said request, provided such requests have not been made with unreasonable frequency. An employee may compile and date a list of the documents he/she finds in his/her personnel folder.

ARTICLE 9 – SUBCONTRACTING

No subcontracting of work presently performed by Union members and which will result in the displacement of employees from their classification will be undertaken by Management without first notifying the union in writing and meeting and conferring with the Union thirty (30) working days prior to any such subcontracting to discuss the subcontracting and its effects. In the event these discussions do not result in an agreement, the Authority shall have the right to implement its decision to subcontract.

ARTICLE 10 – MODIFICATION

Written amendments or modifications of this Agreement shall be captioned as a "Memorandum of Understanding", be in writing, and signed by the duly authorized bargaining representative of the Authority and the Union.

ARTICLE 11 – NO STRIKE OR LOCKOUT

It is the desire of the parties to avoid strikes, lockouts or cessations of work of any kind. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with services performed by the Authority's employees. The Authority agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

ARTICLE 12 – LABOR-MANAGEMENT COMMITTEE

The parties mutually agree to form a Labor-Management Committee for the purpose of discussing and possibly resolving mutual problems that occur during the life of this Agreement.

The union may select up to two (2) members who shall meet on a mutually agreed upon schedule without loss of compensation. The establishment of this Committee shall not be construed as to obligate either party to participate in additional bargaining.

ARTICLE 13 – UNION BUSINESS

Section 1 – Stewards

The Union may select one (1) steward for each fifty (50) employees or fraction thereof. The Steward's names will be furnished to the Authority by the Union. This list shall be kept current by the Union at all times. The aggrieved employee may request union representation. Stewards shall not conduct Union business during the steward's working time, nor shall the steward interfere with the work assignments of other working employees.

Section 2 - Staff Representative

The Staff Representative is an individual employed by the Union. A Staff Representative may consult with employees in an area designated by the Authority or its designee before the start of and at the completion of the day's work with prior permission from the Authority (which shall not be unreasonably denied) only for the purpose of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. A Staff Representative may need to attend grievance meetings.

Section 3 - Chapter Chairperson or Vice-Chairperson

The Chapter Chairperson or Vice-Chairperson of the Union shall have the same privileges accorded to the Steward or Staff Representative by this agreement, when it is known that either a Steward or Staff Representative will be absent or unavailable.

Section 4

Subject to a seven (7) calendar day written notice to the Manager, Labor Relations (or designee) the Authority agrees that the officers of the Union may be given time off, without pay, to attend Union business or other related functions. Emergency requests made outside of the seven (7) day advance notice, shall not be unreasonably denied. The Authority has the right to deny an emergency request if such request would be inconsistent with operational requirements.

ARTICLE 14 – PRINTING OF CONTRACT

Each party agrees to assume the responsibility and associated cost of printing their contract unless the parties mutually agree to do otherwise.

ARTICLE 15 – SAVINGS CLAUSE

This Agreement supersedes all contrary provisions of the Ohio Revised Code and rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment unless otherwise expressly indicated and except those presently addressed in O.R.C. Section 4117.10 or its successors. If any provision of this agreement is held to be unlawful by a court of law, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, both parties to the Agreement shall meet within ten (10) calendar days for the purpose of reopening negotiations on the unlawful provision involved.

ARTICLE 16 – WORK RULES AND POLICIES

Section 1

The Authority shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operation of the Authority. Such rules and regulations shall not conflict with the express terms of this Agreement

Section 2

Prior to implementing a new work rule or regulation, the Employer will provide the Union with a copy of it, allow the Union ten (10) work days to review it, and shall meet with the Union to discuss the new rule or regulation if the Union so requests.

In an emergency situation (i.e., local, state, or federal level), the Employer shall have the ability to implement the rule or regulation.

Section 3

The Union reserves the right to challenge the effect of any rule or regulation through the grievance procedure. The union shall initiate such a challenge within 10 work days of the Authority issuing the new rule or regulation.

ARTICLE 17 – AFSCME/PEOPLE

The Authority agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both Management and the Union. Management agrees to remit any deductions made pursuant to this provision to AFSCME/PEOPLE Department, 1625 L Street, NW, Washington, D.C. 20036 together with a list of employees from whom deductions were made and the amount deducted. All deductions shall be paid no later than fifteen (15) days following the end of the month in which the deduction is made.

ARTICLE 18 – LAYOFF AND RECALL

Section 1

This Article shall apply in the event that a layoff of bargaining unit employees becomes necessary. Employees may be laid off due to lack of work, lack of funds or a job abolishment. The Authority, in its discretion, shall determine whether layoffs are necessary.

Section 2

The Authority shall notify the Union and each affected employee(s) of the layoff at least seven (7) calendar days before the date of layoff, unless an emergency situation prevents the Authority from giving such advance notice. Whenever a reduction in the work force occurs, bargaining unit employees shall be laid off based upon their seniority in the affected classification.

Section 3

If the Authority determines that layoffs are necessary, employees will be laid off in the following order within the affected classification(s):

- a. Temporary employees;
- b. Seasonal employees;
- c. Probationary employees;
- d. Non-probationary part-time employees; and

- e. Non-probationary full-time employees in accordance with their classification seniority.

Section 4

Employees who are laid off shall be placed on a recall list for twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available, provided he/she is presently qualified to perform the work without further training. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. However, an employee who refuses to accept a recall to the job classification he/she held prior to being laid off shall lose his/her recall rights and shall be removed from the recall list.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Authority of his/her intention to return within three (3) calendar days after receiving notice of recall. The Authority shall be deemed to have fulfilled their obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Authority with his/her latest mailing address.

ARTICLE 19 – SAFETY

The Union will cooperate with Management in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their immediate supervisor. Management and the employees shall comply with applicable Federal, State and Local safety laws, rules and regulations.

All employees shall be given an opportunity to submit an application for consideration to be on the Authority's Safety Council.

ARTICLE 20 – BULLETIN BOARDS

Section 1

The Authority shall provide space for Union bulletin boards in areas designated by the Authority. This bulletin board shall be used for the purpose of posting proper Union notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- a. Union recreational and social affairs;
- b. Notice of Union meetings;
- c. Union appointments;
- d. Notice of Union elections;
- e. Results of Union elections;
- f. Reports of non-political standing committees and independent non-political arms of the Union; and
- g. Non-political publications, rulings, or policies of the Union.

Section 2

All other notices of any kind not covered by (A) through (G) above must receive prior approval of the Authority or its designated representative.

Section 3

No union related materials of any kind may be posted anywhere in the Authority's facilities or on the Authority's equipment except on the bulletin board designated for use by the Union.

Section 4

Upon request of the Authority or its designated representative, the Union shall immediately remove any material posted in violation of this Article.

ARTICLE 21 – DISCIPLINE AND DISMISSAL PROCEDURE

Section 1

The Authority retains the right to adopt rules and regulations for the efficient operation of its departments and conduct of its employees provided these rules and regulations do not conflict with this Agreement. It is agreed that the Authority has the right to discipline or discharge employees for just cause. It is further agreed that disciplinary action will be initiated within thirty (30) calendar days, following knowledge by the Authority, of the events upon which the disciplinary action is based. It is understood that the time limit in this article may be extended by written mutual consent.

Section 2

The Union will have the right to challenge the reasonableness of any discipline rule as applied to any employee, through the grievance and arbitration procedure as outlined in this agreement.

Section 3

The Parties will use their best efforts to maintain confidentiality and integrity of the disciplinary process.

Section 4

When Management suspends, reduces in rank or dismisses an employee, such employee may be conditionally suspended pending a hearing, and notice of such disciplinary action shall be faxed or sent to Ohio Council 8, 15 Gates Street, Dayton, OH 45402 and a copy delivered or mailed to the Chapter Chairperson.

Section 5

An employee shall be given a copy of any warning or other disciplinary action entered into his/her personnel record. A copy shall also be given to the union representative.

Section 6

Management will not initiate progressive disciplinary action based on any reprimand that is two (2) years or older.

ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A “grievance” is defined as a difference between the Union and the Authority or between the employee(s) and the Authority over the interpretation or application of the contents of this Agreement. All grievances shall be in writing on forms provided by the Union and shall set forth the article or section of the Agreement alleged to have been violated.

An honest and earnest effort will be made to settle grievances informally before resorting to the following steps and procedures:

Informal Discussions

The employee shall first discuss his/her grievance with his/her immediate supervisor and attempt to resolve the dispute before filing a grievance.

For purposes of this agreement, working days shall mean regular business days, excluding Saturdays, Sundays and holidays.

Step 1

In the event the dispute is not resolved in accordance with the above paragraph, the grievance shall be reduced to writing and signed by the employee and his/her steward, and filed with the Office of Labor Relations by a Union official within ten (10) working days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. The Department Manager or his/her designee shall meet with the employee and his/her steward,

within five (5) working days of receipt of grievance. Management will notify the grievant and the Union in writing of its decision within five (5) working days after formal discussions.

If the grievance is not satisfactorily resolved, or answered within the required five (5) work days, the Union may refer the grievance to the second step of the grievance procedure. If the Union does not refer the employee's grievance to the second step of the grievance procedure within five (5) work days after receipt of the answer rendered in this step, the grievance shall be considered settled.

Step 2

If the grievance is not settled at Step 1, the grievance, along with all correspondence, may be referred in writing to the Department Director or his/her designee by the Union. The Department Director or his/her designee shall schedule and meet with the employee and his/her representative within five (5) work days of receipt of the grievance.

The Authority and the Union may each have no more than two (2) representatives at the grievance meeting. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance.

The Department Director or his/her designee will notify the grievant and the Union of its decision within five (5) work days after the meeting. If the grievance is not settled, the Union may immediately refer the grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within five (5) work days after the date of the Authority's answer, the grievance shall be considered settled.

Step 3

If the grievance is not settled at Step 2, the grievance, along with all correspondence, may be referred in writing to the Labor Relations office by the Union. The Manager, Labor Relations or his/her designee shall schedule and meet with the employee and his/her Staff Representative or his/her designee within five (5) working days of receipt of the request.

The Authority and the Union may each have no more than two (2) representatives at the grievance meeting. Both the Union and Management have the right to call such witnesses as are necessary to the investigation of the grievance.

The Manager, Labor Relations or his/her designee, will review the grievance with the Staff Representative or his/her designee, and, within ten (10) working days, will provide the grievant and the Union a written decision, sustaining, denying, or proposing a resolution to the grievance.

Step 4

- A. If the grievance is not resolved at Step 3, the party desiring arbitration shall notify the other party, in writing, within ten (10) work days following final correspondence in Step 3 of the grievance procedure. A joint letter requesting the American Arbitration Association (AAA) to submit a list of arbitrators will be signed and mailed. An arbitrator shall be selected in accordance with AAA voluntary labor arbitration rules, unless the parties mutually select an arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Authority, the Union and the availability of the arbitrator.
- B. Unless otherwise agreed by the Union and the Authority, all decisions of arbitrators and all pre-arbitration grievance settlements reached between the Employer and the Union shall be final and binding on the Employer, the Union, and the employees. Both Management and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incident to the arbitration hearing.
- C. In any case where a decision of the appropriate Authority representative is not given at Step 2 or Step 3 of the grievance procedure within the time limits specified or within the period that may have been extended by mutual agreement, the grievance shall be considered satisfactory resolved in favor of the grievant.
- D. It is understood that the time limits imposed in this article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent. It is further understood that the word "day" as used in the arbitration procedure is defined to mean calendar day unless otherwise specified.
- E. The arbitrator shall neither add to nor subtract from nor modify the language of this agreement in arriving at a determination within the limitation expressed herein. The arbitrator shall expressly confine his/her decision to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observation or declaration of opinion which are not directly essential in reaching the determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case.
- F. A policy grievance is a grievance which, if resolved in favor of the Union, applies to all employees equally. Such grievance may initially be presented by the Union at Step 3 of the grievance procedure.

ARTICLE 23 – CLASSIFICATION SYSTEM

The classification of positions within the bargaining unit, the duties assigned to those positions, and the methodology used for classification is vested with the Authority. When a new job classification within the bargaining unit is established or an existing one is substantially changed, the Authority will submit the description in writing and

meet with the Union to discuss said changes at least fifteen (15) work days prior to implementation of those changes. Within thirty (30) days the parties will meet to negotiate the rate of pay for the job. If no agreement on rate of pay can be reached between the parties, they will submit it to the grievance procedure at step four.

ARTICLE 24 – AUTHORITY PASSES

Section 1

Upon request, the Authority will provide any employee who becomes eligible for retirement with a minimum of five (5) years of continuous service with the Authority a lifetime transportation pass for him/her self and their spouse.

Section 2

- A. Upon request, the Authority will provide a fixed route picture pass to the employee's spouse and dependent(s) at no cost. This benefit is available for verifiable dependents up to the age of 18 if not in school, or age 23 if still in school.
- B. The recipient(s) of any spouse and/or dependant pass who reports the card lost and/or stolen will be ineligible for a replacement pass for six (6) calendar months. After the ineligibility period, upon request, the employee can purchase a replacement pass at a cost of \$100 each.
- C. Upon issuance of any spouse and/or dependent pass, the employee acknowledges receipt of the benefit (currently valued at \$600 per pass), assumes responsibility and agrees to the terms and conditions for its use. Any fraudulent use of an Authority pass will result in termination.
- D. Upon separation of employment, employees failing to return spouse and/or dependent pass(es) will be assessed a penalty of \$600 per pass, which will be deducted from his/her final paycheck.
- E. The Authority reserves the right to revoke Authority passes at any time.

ARTICLE 25 – UNIFORMS

The Authority will supply eleven (11) sets of uniforms plus two (2) cold weather jackets per contract period and three (3) summer tee-shirts per year for employees working in the following classifications: Material Control Specialists and Lead Material Control Specialists.

The Authority will supply Transit Ambassadors a minimum of five (5) dress shirts, five (5) polo shirts, four (4) pants, and one (1) knit hat. Transit Communication Specialists will be issued a minimum of five (5) dress shirts and five (5) polo shirts.

ARTICLE 26 – INSURANCE

Section 1

Effective January 1, 2012, each full-time employee will pay 12% of the monthly premium for a single, one plus one, or family contract, whichever applies, for medical, dental, and prescription drug coverage. Each pay period, this amount will be deducted through the payroll-deduction process.

Effective January 1, 2013, each full-time employee will pay 13% of the monthly premium for a single, one plus one, or family contract, whichever applies, for medical, dental, and prescription drug coverage.

Effective January 1, 2014, each full time employee will pay 15% of the monthly premium for a single, one plus one, or family contract, whichever applies, for medical, dental, and prescription drug coverage.

The Authority and the union will work jointly to develop and implement a wellness incentive plan. Employees will be granted the opportunity to earn up to \$600 in wellness credits to apply toward premium credits or contribution to a HRA beginning with plan year 2013. Wellness credits earned during plan year 2012 will be redeemable during plan year 2013. Wellness credits earned during 2013 will be redeemable during plan year 2014.

Members of the bargaining unit will be offered the opportunity to participate in the Flexible Spending Plan (Section 125) as it relates to pre-tax expenditures for medical, dental and childcare deductions.

The parties mutually agree to form a Labor Management committee to focus on wellness and management of health plan expenses.

This contract does not govern the medical and dental insurance plan design.

Section 2 - Insurance Waiver

Employees will have the option to waive health and dental insurance coverage provided they are covered by another plan.

Section 3 - Group Term Life Insurance.

The Authority will provide non-probationary full-time employees with a group term life insurance benefit equal to one times the employee's annual salary rounded to the next \$1,000. Also subject to the limitations below, employees may, at their cost, elect one of the following additional or supplemental levels of group term life insurance:

- a. one times pay;

- b. two times pay; or
- c. three times pay

In no event will the combined amount of “company provided” and “individually elected” group term life insurance exceed \$200,000.

Section 4 - Retiree Death Benefit Insurance

For employees hired on or before May 22, 2006, the Authority agrees to continue the six thousand five hundred (\$6,500) retiree death benefit insurance during the life of this contract for employees who retire after the effective date of this Agreement. To be eligible for retirement (eligibility as defined by OPERS), an employee must have reached age fifty-five (55) and/or have a minimum of fifteen (15) years of continuous service. For permanent total disability, the retiring employee must have a minimum of five (5) years continuous service. No employee hired after May 22, 2006 will be entitled to any benefit from this plan.

Section 5 - Felonious Assault Insurance

The Authority agrees to pay for Felonious Assault Insurance benefit in the amount of one hundred thousand dollars (\$100,000) during the term of this Agreement. The Authority agrees to continue its present policy for handling losses of employees due to felonious assaults while on duty for the term of this Agreement.

Section 6 - Long Term Disability Insurance

The Authority will provide full-time active employees the option to purchase Long Term Disability Insurance. Full time active employees electing this option will pay 40% of the total premium and this contribution will be made with after tax dollars. To be eligible for the benefit, the employee must complete six (6) months (180 calendar days) of continuous service with the Authority.

ARTICLE 27 – HOURS OF WORK AND OVERTIME

Section 1

- A. The standard work week for all full-time bargaining unit employees covered by this Agreement shall be forty (40) hours per week, five (5) days a week, eight (8) hours per day, exclusive of up to one (1) hour per day unpaid lunch period.
- B. The standard work week for employees who are scheduled to work forty (40) hours per week, shall be four (4) days a week, ten (10) hours per day, exclusive of up to one (1) hour unpaid lunch period.
- C. Part-time employees are those employees whose schedule calls for less than thirty-five (35) hours per week (even if they work additional hours).

- D. Employees who are scheduled to work an entire shift must take an unpaid lunch period of at least thirty (30) minutes, unless operational requirements dictate otherwise.
- E. All employees shall be entitled to a rest period of ten (10) minutes in each half of their shift. Rest periods may not be scheduled adjacent to the employee's lunch hour or the beginning or end of the work day. Rest periods will be scheduled by the Employer.
- F. Employees may request flexible starting and ending periods (flextime). The flextime schedule is subject to the approval by the Department Director. The Authority reserves the right to evaluate and determine if a flextime schedule is conducive to operational need.

Section 2

The Authority operates under the expectation that doctor's appointments, school visits, etc., will be scheduled before or after the workday and if that is not possible, the employee must request use of available ETO leave.

Section 3

The Employer shall have the authority to set employee starting and ending times and hours of work provided the following:

- A. Work hours are not changed to avoid the payment of overtime.

Section 4 - Pay for Overtime

The Authority will pay overtime at the rate of time and one-half (1 1/2) for all hours worked over forty (40) in any one work week.

Section 5 – Overtime Assignment Procedure

A. REGULAR DEPARTMENTAL VOLUNTARY OVERTIME LIST

1. In the event the department head determines a need for overtime, he/she will post a daily, weekly or monthly (as deemed appropriate by management) Volunteer Overtime Sign-Up Sheet indicating the dates and time that overtime is available. The Authority will make a good faith effort to post the list no later than 10:00 a.m. on the Monday prior to the week/month that foreseeable overtime opportunities may be available. Opportunities for daily overtime assignments will be posted as soon as practicable.
2. Employees desiring to work overtime are responsible for ensuring that his/her name appears on the Volunteer Overtime Sign-Up Sheet no later than 12:00 noon on the next day of the posting.
3. Employees on scheduled or non-scheduled ETO will not be eligible for overtime assignments.

4. Overtime will be assigned by seniority, on a rotating basis beginning with the most senior employee in the department who normally and regularly performs the duties in descending order.
5. If there are no employee(s) interested in volunteering for overtime assignments, management may mandate overtime assignments on a rotating basis, beginning with the employee in the classification with the least amount of seniority who has the skills, experience and ability to perform the assignment.
6. Management will post the assigned overtime roster no later than 5:00 p.m. on the Wednesday prior to the week/month that the assignment is made. Each employee will be responsible for checking the roster to receive his/her scheduled assignment.

B. EMERGENCY AND/OR UNFORESEEABLE OVERTIME

To ensure job requirements are met, employees may be held over on an emergency basis. Emergency overtime will be assigned to the employee who is already on the job with the least amount of seniority. Unless otherwise deemed necessary by management, emergency overtime assignments will not normally exceed a four (4) hour period. If it is anticipated that the overtime assignment will exceed four (4) hours, then the overtime procedure in Section A will apply.

C. HOLIDAY OVERTIME

Management will attempt to fill opportunities for holiday coverage on a voluntary basis starting with the most senior person. Each department head will determine if the list is to be produced annually or on an as needed basis. If management determines that an insufficient number of volunteers have selected assignments to provide adequate coverage, management will fill overtime by following the mandated overtime assignment procedure.

D. MANDATORY OVERTIME ASSIGNMENTS

Mandatory overtime assignments will be filled by classification and department. Assignments will begin with the employee with the least amount of seniority and rotating upwards for those employees who normally and regularly perform the duties needed. Once an employee has been mandated to work an overtime assignment, he/she shall be placed at the bottom of the mandated overtime list.

E. SPECIAL EVENT OVERTIME

In the event that the Authority offers overtime opportunities for special events to employees in the bargaining unit, e.g., Air Show, the Authority will assign open pieces of work on a first come, first serve basis. Unless otherwise approved by management, the employee must work his/her regularly assigned schedule before working special event assignments.

F. OVERTIME CONTROLS

Any employee who fails to report to work for an overtime assignment in which he/she has volunteered will be charged with an occurrence in accordance with the Absence Control Policy.

ARTICLE 28 – EMPLOYEE EARNED TIME OFF PROGRAM

Section 1

The Earned Time Off (ETO) program is designed for all full-time and part-time employees. This program combines all of the previously separate leave categories (e.g. vacation, personal absence, birthday, casual sick days and holidays) into an Earned Time Off benefits bank. Leave or benefit time not included in this bank are jury duty, bereavement leave, military leave, and time off for work related injury (workers compensation).

Under this ETO program, a full-time employee accrues up to 8.31 hours (increasing by .2 hours for each full year of service) of paid leave for each 80 hours paid or part thereof up to a maximum of 360 hours. Part time employees who work a minimum of 20 hours per week earn up to 4.15 hours (increasing by .1 hours for each full year of service) per 40 hours paid or part thereof up to a maximum of 180 hours.

There are two (2) types of ETO, Planned and Unplanned. Planned ETO is that time which is scheduled and approved by an employee's supervisor in advance (minimum 24 hour notice). Supervisors will make a good faith effort to respond to an employee's request for planned ETO within 48 hours (two (2) working days, excluding Saturday, Sunday, and holidays) after obtaining knowledge of the request. Unplanned ETO is considered causal absences, usually due to illness, injury, or other emergency situations that occur unexpectedly. Although both types are deducted from the same ETO bank, the use of separate pay categories enables the Authority to monitor casual absenteeism for which disciplinary action may need to be considered. Should the unplanned ETO continue for three (3) consecutive days, documentation from a physician or other professional source is required.

Employees begin accruing ETO benefit hours beginning with their date of hire. However, they must complete the established probationary period (full time employees 1,040 hours worked, excluding overtime; or 520 hours worked, excluding overtime, for part-time employees) before they are eligible to use ETO, except for accrued holiday hours. Unused ETO hours will be paid out at an employee's current rate of pay upon separation of service from the Authority or outside of this bargaining unit.

ETO days may only be scheduled at the convenience of the Authority (i.e. a balanced work force must be maintained at all times).

ARTICLE 29 – MILITARY LEAVE

The Authority will follow the requirements of state and federal law with regard to leaves of absence for military service and the reinstatement rights of returning veterans.

ARTICLE 30 – LEAVES OF ABSENCE

Section 1 - Bereavement Leave

Employees will be allowed up to three (3) paid days off in the event of the death of an immediate family member. Proof of death and relationship of the deceased may be requested. Immediate family will include husband, wife, child, parent, brother, sister, stepbrother, stepsister, grandparent, grandchild, foster child, stepparent, stepchild, father-in-law, and mother-in-law. One (1) day funeral leave with pay will be allowed for spouse's blood grandparent and for the employee's brother in law or sister in law.

For the purpose of this Article, a foster child is an individual who is currently placed with the employee by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Section 2 - Jury Duty

Employees will be permitted time off with pay when actually serving on a jury, provided they notify their supervisor five (5) days prior to the service date that they have received a summons, less any amount received as pay by the Court. Verification of the jury service must be turned in to the supervisor. Employees who are released with four (4) hours or more remaining will return to work.

ARTICLE 31 – FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Authority will follow the requirements of the Family and Medical Leave Act (FMLA).

ARTICLE 32 – EXTENDED PERSONAL ILLNESS (EPI)

Section 1

The Extended Personal Illness (EPI) program is designed to provide protection for full-time employees who are off work due to traumatic injury or illness. EPI hours will be used when an employee has been off work for five consecutive days or immediately, from first day of illness if the employee has 360 hours or more of accumulated EPI leave. Medical documentation may be required for illnesses that exceed five (5) consecutive days.

EPI hours are accrued on a biweekly pay period basis, at the rate of 3.08 hours for every 80 hours paid (not including overtime). The maximum accrual is 600 hours. ETO hours may be used if an employee has exhausted all EPI hours. EPI hours will be paid out at 50 percent of their value upon their volunteer separation from service.

Section 2 - Sickness and Disability Leave

Any employee who is off work by reason of sickness or disability, shall be protected for a period of twelve (12) months from the last day worked, provided he/she discloses or authorizes the disclosure during that period of all information bearing upon his/her physical or mental condition and submits to physical or mental examinations at the request and expense of the Authority.

During the last six (6) months of this period, the employee shall be considered an "inactive" employee and no Authority benefits of any nature shall apply or accrue. If the employee becomes physically able to return to his/her regular duties within this additional period, he/she shall be reinstated in his/her classification at his/her original seniority.

Section 3

Upon request by the Authority, any employee returning to work after an extended illness due to surgery, workers' compensation claim, or where there are questions about an ability to physically perform the job safely, shall submit to an examination and/or physical abilities assessment by a physician designated by and paid for by the Authority.

ARTICLE 33 – HOLIDAYS

Section 1

The following paid holidays are included in an employee's ETO bank:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day

Section 2

If a holiday falls on a Saturday or Sunday, the RTA will designate the day to be observed as the holiday.

Section 3 - Mandatory Holidays

A. Employees assigned in areas where working the holiday is mandatory which causes the employee to work more than sixteen (16) consecutive hours in a twenty four (24) hour period, will be given the option to adjust the starting time of their holiday shift. This adjustment must be authorized by the Supervisor.

B. ETO hours used on a designated holiday are paid at straight time.

Section 4

Employees who have exhausted all available ETO hours will not be entitled to holiday pay.

ARTICLE 34 – ETO BUY BACK

Section 1

Employees may take pay in lieu of time off for any full week of ETO in excess of forty (40) hours. Payment will occur in December of each year.

ARTICLE 35 – WAGES

Year 1 Effective Date: 12/1/2011

Pay Grade	Steps					Merit 1	Merit 2	Merit 3
	1	2	3	4	5			
I	7.96	8.22	8.64	8.96	9.28	9.64	10.07	10.71
II	8.83	9.12	9.60	9.95	10.30	10.70	11.30	11.89
III	9.88	10.21	10.73	11.13	11.52	11.97	12.63	13.30
IV	10.96	11.33	11.91	12.35	12.79	13.29	14.02	14.76
V	12.26	12.67	13.33	13.82	14.31	14.86	15.69	16.51
VI	13.73	14.19	14.92	15.47	16.02	16.64	17.57	18.17

Year 2 Effective Date: 12/1/2012

Pay Grade	Steps					Merit 1	Merit 2	Merit 3
	1	2	3	4	5			
I	8.08	8.34	8.77	9.09	9.42	9.78	10.22	10.87
II	8.96	9.26	9.74	10.10	10.45	10.86	11.47	12.07
III	10.03	10.36	10.89	11.30	11.69	12.15	12.82	13.50
IV	11.12	11.50	12.09	12.54	12.98	13.49	14.23	14.98
V	12.44	12.86	13.53	14.03	14.52	15.08	15.93	16.76
VI	13.94	14.40	15.14	15.70	16.26	16.89	17.83	18.44

Year 3 Effective Date: 12/1/2013

Pay Grade	Steps					Merit 1	Merit 2	Merit 3
	1	2	3	4	5			
I	8.20	8.47	8.90	9.23	9.56	9.93	10.37	11.03
II	9.09	9.40	9.89	10.25	10.61	11.02	11.64	12.25
III	10.18	10.52	11.05	11.47	11.87	12.33	13.01	13.70
IV	11.29	11.67	12.27	12.73	13.17	13.69	14.44	15.20
V	12.63	13.05	13.73	14.24	14.74	15.31	16.17	17.01
VI	14.15	14.62	15.37	15.94	16.50	17.14	18.10	18.72

Movement through steps 1 – 5 is automatic at the time of the employee’s anniversary date. Employees will advancement to Merit Steps 1, 2, and 3 when their performance evaluation is rated as exceeding expectations. Employees eligible to move to the merit steps will be evaluated mid-year to discuss their performance and expectations required to advance.

Both the employee and the supervisor shall participate in the evaluation. The employee shall be given an opportunity to examine all evaluations and discuss the evaluation with his/her immediate supervisor and to sign the evaluation form to indicate that he/she has done so, although his/her signature on the form does not necessarily indicate his/her agreement with the evaluation.

Any additional comments, statements, or objections by the employee to the evaluation may be submitted on an attached memorandum, and the presence of such attachment must be noted on the evaluation form itself by the employee, and become a permanent part of the employee's record. The employee shall receive a copy of the evaluation at the time and the evaluation shall be placed in the employee's personnel file. Once an employee has signed the evaluation form, management shall not make any further changes.

Less than satisfactory evaluations must be preceded by at least a Performance Improve Notice when the employee's performance falls below acceptable standards. The notice will specify the areas in which the performance is not satisfactory.

When an employee receives a less than satisfactory evaluation, he/she may appeal to the Department Director within five (5) working days of receipt of the evaluation. The Directors decision shall be final and binding and not subject to the grievance or arbitration process.

When an employee applies and is accepted into a lower classified position, he/she will be placed in their current step in the lower classified pay grade.

ARTICLE 36 – PROMOTIONS

Promotions are defined as moving from one pay grade classification to another pay grade classification that has a higher maximum pay range.

Employees promoted into a higher pay grade classification position will be compensated at the next higher wage in the new pay scale closest to their current wage.

ARTICLE 37– INSURABILITY

(For employees whose job require them to operate a RTA vehicle)

Any employee who accumulates more than six (6) points against his/her Driver's License will be suspended from duty without pay. If the points do not drop within twelve (12) months of the date that the employee reached more than 6 points, the employee will be terminated.

The employee must notify the Authority within 30 days of conviction for any traffic violations (except parking tickets while driving the employee's personal vehicles). Citations for traffic violations received while operating an Authority vehicle must be reported immediately.

The employee must notify his/her motor vehicle licensing agency within 30 days if he/she is convicted in any other jurisdiction of any traffic violation (except parking). This is true no matter what type of vehicle the employee is driving.

The employee must notify the Authority if his/her license is suspended, revoked, or canceled, or if you are disqualified from driving.

ARTICLE 38 – DURATION OF CONTRACT

Section 1

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the party by certified mail with return receipt requested. The parties shall set the date to commence negotiations within fourteen (14) days upon receiving notice above unless the parties mutually agree otherwise.

Section 2

This Agreement shall become effective as of ratification by both parties with the signatures of both parties, and shall remain in full force and effect for the covered employees until December 1, 2014.

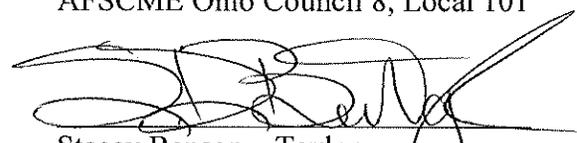
In witness whereof, said parties have hereunder set their hands this 18th day of June, 2012.

Greater Dayton Regional Transit Authority

AFSCME Ohio Council 8, Local 101



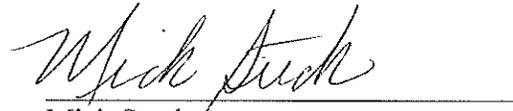
Mark Donaghy
Executive Director



Stacey Benson – Taylor
Staff Representative, AFSCME



Gene Rhodes
Director, Human Resources



Mick Steck
Chapter Chairperson



Dale Crutcher
Manager, Employee & Labor Relations