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AGREEMENT

Between

**PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY
KENT, OHIO**

and

OAPSE/AFSCME Local 4/AFL-CIO

Effective December 7, 2012 through December 6, 2015

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AGREEMENT

This Agreement, executed and effective as of this 7th day of December, 2012, by and between **PORTAGE AREA REGIONAL TRANSPORTATION AUTHORITY** (the "Employer"), and **OAPSE/AFSCME Local 4/AFL-CIO** (the "Union"), as the agent for, and acting on behalf of, the Employer's full-time and regular part-time employees (which includes Part-time Driver 1 and Part-time Driver 2 employees) in the positions designated in Article 2 and 3 of the Agreement ("employees"). This Agreement is the entire agreement between the Employer and Union, and any amendment or supplemental agreement shall not be binding upon either party unless signed by both parties.

ARTICLE 1 INTENT AND PURPOSE

The parties to this Agreement are committed to providing safe, dependable, courteous and affordable transportation services that help Portage County residents meet their travel needs. Therefore, the parties agree that they will cooperate to eliminate inefficiencies in the operation of the Employer. This means, among other things, the use of the most efficient techniques and methods, the prompt execution of all instructions issued by the Employer, and the performance by all employees of a full day's work for a fair day's pay.

The parties further agree that employees are an essential element to maintaining the high standards of performance and success expected by Portage County residents. To that end, the parties have agreed that a spirit of harmony between the management and the employees is essential to the ultimate success of the Employer. The parties recognize that the entire workforce is part of the Employer, and that all must work together to achieve success. To this end, the parties agree that differences should be settled in an atmosphere of cooperation and mutual trust.

ARTICLE 2 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment. The foregoing is mandated by the Certification of Results of Election in *Portage Area Regional Transit Authority and OAPSE/AFSCME Local 4, AFL-CIO*, Case No. 05-REP-07-0098, filed and served on October 13, 2005.

Section 2. The bargaining unit, as determined by SERB, is as follows:

Included: All full-time and regular part-time drivers.

Excluded: All mechanics, hostlers, custodians, office clericals, dispatchers and schedulers, and student drivers; all supervisory, management level, confidential, seasonal, and casual employees, as defined by The Ohio Public Employee's Collective Bargaining Act.

Section 3. Union Officers and Stewards shall have reasonable access to the Employer's administration building from 6:00 a.m. through 6:00 p.m., Monday through Friday, except for Holidays, as defined in Article 27, for the purpose of investigating and administering grievances.

Section 4. In addition to the rights provided in Section 3 of this Article, Union Officers and Stewards may request from the Employer additional access to the Employer's premises for investigating and administering grievances, and conducting other Union business. Employer approval of requests under this Section will not be unreasonably denied.

Section 5. With the Employer's advance approval, the Union Field Representative or designee shall have reasonable access to the Employer's premises for investigating and administering grievances, and conducting other Union business. Employer approval of requests under this Section will not be unreasonably denied.

Section 6. In addition, Union Officers, Stewards and Field Representatives may reserve a meeting room designated by the Employer in accordance with procedures established by the Employer.

Section 7. Notwithstanding the rights granted in this Article, no employees shall conduct Union business or investigate or administer grievances during working time.

ARTICLE 3 DEFINITIONS

Section 1. "Employee" means an individual employed by the Employer in the bargaining unit represented by the Union, as defined in Article 2, Union Recognition.

Section 2. "Full-time employee" means an employee who has been promoted or hired by the Employer into the position of full-time driver, as described in Article 10, Full-time Driver Vacancies.

Section 3. "Part-time employee" means an employee other than a full-time employee, and is inclusive of both Part-time Driver 1 and Part-time Driver 2.

Section 4. "Part-time Driver 2" means a part-time employee who has been promoted or hired by the Employer into the position of Part-time Driver 2, as described in Article 8, Part-time Driver 2 Vacancies.

Section 5. "Part-time Driver 1" means an employee other than full-time or Part-time Driver 2 employees.

ARTICLE 4 RIGHTS OF MANAGEMENT

Section 1. Except as explicitly limited by a specific provision of the Agreement, the Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of its business and direction of the workforce in accordance with its judgment. All of the rights that the Employer exercised prior to this Agreement are retained in full force except to the extent that an express provision of this Agreement specifically abridges or limits any such right of management. The Employer's retained rights include, but are not limited to, those rights identified in the Constitution and Laws of the United States and of the State of Ohio, and those specifically enumerated in Rev. Code § 4117.08. Illustrative of the rights retained by the Employer is the complete discretion to:

Suspend, reprimand, demote, discharge or otherwise discipline employees for cause;

Manage the operations, control the premises, direct the workforces, and maintain efficiency;

Determine the scope of operations and the size of the workforce, including the expansion or retrenchment thereof;

Inaugurate, discontinue, reorganize, or relocate (in whole or in part) any operations, equipment or facilities;

Purchase, subcontract, or outsource work;

Determine and revise workloads, routes, and standards regarding the quality and quantity of work;

Sell, transfer, or exchange any or all assets;

Determine and revise all equipment, supplies, methods and processes used;

Establish, maintain, amend, repeal and enforce rules and regulations that the Employer, in its sole discretion, deems to be necessary or appropriate for the proper, safe and efficient operation of the Employer's operations. The Employer shall maintain and furnish the Union with a written or printed copy of such rules and regulations and any changes made thereto;

Create, modify, consolidate, or abolish job classifications;

Determine the duties, responsibilities and hours of work of each job;

Determine and revise the number of employees needed overall and in each position, and whether to use temporary and/or seasonal employees;

Determine whether to fill vacancies, hire, promote, retire, transfer, layoff and recall employees to work;

Determine the criteria for filling vacancies, hiring, promotions, and transfers;

Determine the need for overtime;

Require overtime;

Assign and reassign employees to jobs, routes or shifts;

Determine all physical security and property protection measures, including the installation of surveillance cameras or the use of investigative agencies to discover substance abuse or violations of rules of conduct;

Determine the physical fitness and skills needed for each job and the need for physical, medical, or psychological examinations; and

Select and change vending services.

The only limitations on management's authority are those expressly set forth in the other Articles of this Agreement.

Section 2. The failure of the Employer to exercise any right reserved to or retained by it shall not be deemed a waiver of such right and the exercise of any right in a particular manner shall not be deemed to preclude the Employer from exercising such right in some other manner.

Section 3. The Employer shall have no obligation to arbitrate and no arbitrator shall have jurisdiction to adjudicate any grievance that directly or indirectly challenges the Employer in the exercise of its management rights as delineated in this Article.

Section 4. This Agreement supersedes and cancels all previous agreements, verbal, written, or based upon an alleged past practice of the Employer. Therefore, except as expressly set forth in this Agreement, the Employer and the Union shall not be obligated to continue any practice, policy, or benefit that was or may have been in existence prior to the signing of this Agreement. The continuation or modification of any such practice, policy, or benefit shall not be considered as creating an obligation to continue that or any other practice, policy, or benefit.

Section 5. The Union acknowledges that it had the opportunity to bargain regarding any and all terms and conditions of employment. Therefore, for the term of this Agreement, the Union waives any and all rights to negotiate regarding all terms and conditions of employment, specifically including the right to negotiate over the Employer's exercise of rights set forth in this Article, whether such terms and conditions are set forth in this Agreement or were subject to negotiation leading up to this Agreement.

ARTICLE 5 SAFETY COMMITTEE

Section 1. The Employer agrees that employees and the Union will be represented at the Employer's Safety Committee meetings. As such, on an annual basis, the Employer shall solicit employee nominees for Committee membership. After the nomination process, the Employer shall conduct an election of employees. The three (3) employee-nominees who receive the most votes will be on the Safety Committee. In addition, the Union President or his/her designee will also be on the Safety Committee.

Section 2. Because Safety Committee participation is voluntary, the parties agree that time spent at Safety Committee meetings or engaged in other Committee-related activity, absent this Agreement, would not be compensable as hours worked. The Employer, however, will agree to pay employees for time spent at Committee meetings, not to exceed one hour per meeting, and treat such time spent at meetings as hours worked. The Employer will not pay employees for time spent engaged in any other Safety Committee-related activity.

ARTICLE 6 MANAGEMENT/LABOR COMMITTEE

Section 1. The parties agree to institute and maintain a committee comprised of no greater than two (2) Employer representatives and two (2) Union representatives that shall meet at least four (4) times per calendar year. This shall not exclude the parties from additional meetings if agreed upon by the Employer and the Union.

Section 2. The Committee meetings will be held for the purpose of discussing any matter pertaining to Employer policies, working conditions and/or issues with respect to administering this Agreement. Pending grievances, however, shall not be discussed at Committee meetings. The parties agree that they shall use a problem-solving approach to all matters which come before them and will deal with each other openly and fairly.

Section 3. Committee meetings will be held at mutually agreeable dates, times and locations. Time spent by employees attending and preparing for Committee meetings shall not be considered hours worked.

ARTICLE 7 PROBATIONARY PERIOD

Section 1. All employees shall serve a six (6) month probationary period following date of hire in a bargaining unit position or date of placement in a new bargaining unit position following promotion, transfer or other personnel action. An employee moving from a Part-time Driver 1 to Part-time Driver 2 position, or vice versa, or from any part-time driver position to a full-time driver position, or vice versa, and who has already completed a six (6) month probationary period, will not be required to serve a second six (6) month probationary period.

Section 2. On or before the fifteenth (15th) day following an employee's successful completion of new hire training, the Employer will notify the Union President in writing of the employee's name, address and telephone number.

Section 3. The Employer may, at its complete and sole discretion, terminate the employment of a probationary employee at any time and for any reason during this period. When a probationary employee is terminated, the Employer, upon request shall provide the terminated employee with the reason(s) for termination.

Section 4. The Grievance and Arbitration Procedure provided in Article 43 of this Agreement shall not be utilized by or for an employee during this period relating to discipline or termination.

ARTICLE 8 PART-TIME DRIVER 2 VACANCIES

Section 1. The Union and Employer agree that the Employer reserves the inherent management right to identify and fill bargaining unit vacancies, including Part-time Driver 2 vacancies. The parties further agree that the Employer will identify and fill no more than ten (10) Part-time Driver 2 positions during the term of this Agreement. If the Employer desires to identify and fill more than ten (10) such positions, it will meet and confer with the Union regarding its desire.

Section 2. When the Employer determines that a Part-time Driver 2 position vacancy exists, and that such vacancy will be filled, the Employer shall post a vacancy notice for not less than seven (7) days. The vacancy notice shall include the position title; the position description and qualifications; and application instructions and deadline. In addition, the application form shall accompany the vacancy notice.

Section 3. The Employer will consider applicants in order of most senior to least senior, but reserves the right to disqualify an applicant if (1) a file review indicates that the applicant has been disciplined during the one year period preceding the posting of the vacancy notice, or (2)

the applicant does not agree to the Employer's availability requirements. The Employer shall notify applicants of their standing in the vacancy filling process, normally within thirty (30) days following the application deadline.

Section 4. In the event no applications are received from employees, or the Employer, in its sole discretion, determines that all of the employee-applicants are disqualified pursuant to Section 3 of this Article, the Employer reserves the right to fill the vacancy with external candidates.

ARTICLE 9 PART-TIME DRIVER 2 BIDDING PROCEDURES

Section 1. Not less than twice each calendar year, the Employer will solicit assignment bids from Part-time Driver 2 employees. The Employer will post a document reflecting blocks of time available for bid. On the bid document, the Employer will establish the time parameters in which individual bids must be completed.

Section 2. Part-time Driver 2 employees, in order of seniority in that classification, may bid on an available block of time from the Employer's postings. If a Part-time Driver 2 employee does not bid on an available block of time or fixed route assignment within the parameters set by the Employer, the employee waives his or her right to bid, and will be assigned a block of time from those remaining at the conclusion of bidding.

Section 3. The Employer will assign Part-time Driver 2 employees to the block of time upon which the employee bid so long as the Employer's operational needs allow. If the Employer's operational needs do not allow it to assign a Part-time Driver 2 employee to the selected block of time, the Employer reserves the right to assign the Employee to a block of time upon which the employee did not select.

Section 4. The Employer, in its sole discretion, will determine the number, identity and time and day parameters of the blocks of time it posts. The Employer's decisions as to the number, identity and time and day parameters of the blocks of time it posts are not subject to the Grievance and Arbitration Procedure of Article 43.

ARTICLE 10 FULL-TIME DRIVER VACANCIES

Section 1. The Union and Employer agree that the Employer reserves the inherent management right to identify and fill bargaining unit vacancies, including full-time driver vacancies.

Section 2. When the Employer determines that a full-time position vacancy exists, and that such vacancy will be filled, the Employer shall post a vacancy notice for not less than seven (7) days. The vacancy notice shall include the position title; the position description and qualifications; and application instructions and deadline. In addition, the application form shall accompany the vacancy notice.

Section 3. The Employer reserves the right to determine the legitimate, non-discriminatory job criteria and performance standards by which the timely applications will be evaluated. The Employer shall notify applicants of their standing in the vacancy filling process, normally within thirty (30) days following the application deadline.

Section 4. When filling the vacancy, the Employer will first consider employee-applicants who meet the qualifications established by the Employer. In the event the Employer, in its sole discretion, deems two or more applicants equally qualified, the position will be offered to the most senior employee.

Section 5. In the event no applications are received from employees, or the Employer, in its sole discretion, deems that none of the employee-applicants meet the qualifications established by the Employer, the Employer reserves the right to fill the vacancy with external candidates.

ARTICLE 11 FULL-TIME DRIVER BIDDING PROCEDURES

Section 1. Not less than twice each calendar year, the Employer will solicit assignment bids from full-time employees. The Employer will solicit bids on three different types of assignments: demand response, fixed route, and mixed route-variable block. To do so, the Employer will post one document for demand response assignments, which reflects blocks of time available for bid; a second document for fixed route assignments, which reflects starting and ending times; and a third document for mixed route-variable block assignments, which reflects blocks of time available for bid. On each bid document, the Employer will establish the time parameters in which individual bids must be completed.

Section 2. Full-time employees, in order of full-time employee seniority, may bid on an available block of time or a fixed route assignment from the Employer's postings. If a full-time employee does not bid on an available block of time or fixed route assignment within the parameters set by the Employer, the employee waives his or her right to bid, and will be assigned a block of time or fixed route assignment from those remaining at the conclusion of bidding.

Section 3. The Employer will assign full-time employees to the block of time or fixed route assignment upon which an employee bid so long as the Employer's operational needs allow. If the Employer's operational needs do not allow it to assign a full-time employee to the selected block of time or fixed route assignment, the Employer reserves the right to assign an Employee to a block of time or fixed route assignment that the employee did not select. If the Employer exercises its right to assign a full-time employee to a block of time or fixed route assignment that the employee did not select, the Employer will request but not necessarily honor the full-time employee's assignment preference.

Section 4. The Employer, in its sole discretion, will determine the number, identity and time and day parameters of the blocks of time and fixed route assignments it posts. The Employer's decisions as to the number, identity and time and day parameters of the blocks of time and fixed route assignments it posts are not subject to the Grievance and Arbitration Procedure of Article 43.

ARTICLE 12 SENIORITY

Section 1. When two or more employees have the same seniority date, the tie will be broken by comparing the last four digits of the employees' social security numbers. The employee with the highest such number will be most senior, and the employee with the lowest such number will be least senior.

Section 2. Except as otherwise provided in Article 35, Unpaid Leave of Absence, a part-time employee's seniority date shall be the date of his or her most recent date of hire into a bargaining unit position. If an employee is placed by the Employer into a full-time or Part-time Driver 2 position, the employee's seniority date shall be the date of his or her most recent placement as a full-time or Part-time Driver 2 employee, respectively.

Section 3. A full-time employee may request a transfer to part-time status, but the Employer will only grant such request if the employee's availability meets the Employer's service demands and operational requirements. If those conditions are met, and the Employer grants the employee's request, the transferring employee will be placed at the Part-time Driver 1 or Part-time Driver 2 Step in Article 24, Section 1, the pay rate of which is closest to (but not greater than) the rate at the Full-time Driver Step held by the employee at the time of his or her request.

Section 4. The Employer shall post a current seniority roster during the month of January each year. If there are any employees subject to the tie-breaker described in Section 1 of this Article, the roster shall also contain the last four digits of any employees' respective social security numbers.

ARTICLE 13 TRAINING

Section 1. The Union and Employer agree that the Employer reserves the inherent management right to provide training to employees.

Section 2. The parties further agree that the Employer may schedule training irrespective of an employee's normal work schedule, and such training may be mandated by the Employer.

Section 3. When training is mandated by the Employer, time spent in training will be considered hours worked and compensated by the Employer.

ARTICLE 14 PERSONNEL FILES

Section 1. To the extent that the Employer's personnel records are "public records" under Ohio law, an employee may review his/her personnel records upon notice of two (2) business days to the Director of Human Resources. Personnel files will be reviewed in the presence of the Director of Human Resources, or the Director's designee, at a mutually convenient time and place. Upon request and payment of reasonable photocopy charges, copies of any such public records will be made by the Employer within a reasonable period of time.

Section 2. Employees are required to update changes in name or contact information by communicating such change in writing to the Director of Human Resources.

Section 3. At the Employer's cost, an employee shall receive a copy of any disciplinary action, corrective action or employee evaluation that is placed in the employee's personnel file. The employee shall be required to sign any and all such documentation to acknowledge review and receipt, but signing does not necessarily indicate agreement with its content.

Section 4. The Employer will maintain no more than one official personnel file for each employee that contains disciplinary actions or employee evaluations.

Section 5. If a party other than the Employer or Union, or an agent of the Employer or Union, requests to review or to have photocopied an employee's personnel records, the Employer will so advise the employee.

ARTICLE 15 POSITION DESCRIPTION

The Employer will maintain and post a written job description for all employees. The written description shall include an employee's duties and responsibilities.

If the Employer implements a revision to a written job description, the Employer will provide the Union with a copy of such description.

ARTICLE 16 EVALUATIONS

Section 1. The Employer agrees to evaluate the performance of each employee at intervals established by the Employer, and pursuant to criteria established by the Employer. The Employer's evaluation criteria shall be consistent with the employee's job duties and responsibilities. The Union agrees that the evaluation intervals established by the Employer may differ between probationary, part-time and full-time drivers. The Union further agrees that an employee may receive evaluations that are in addition to those done at the intervals established by the Employer.

Section 2. The Employer will evaluate each employee's driving and non-driving performance and compliance with Employer policies and procedures.

Section 3. The Employer agrees to create a written report for each employee evaluation, review it with the respective employee, and present a copy to the employee. Upon being presented the written evaluation report, the employee shall sign it to acknowledge receipt of the report. Signing the report does not indicate agreement with the report. The Employer shall place a copy of the signed report in the employee's personnel file.

Section 4. No later than seven (7) days after the Employer presents a copy of the written evaluation report to the employee, the employee may submit a written statement to the Employer regarding the employee's reaction to the evaluation report. The Employer shall place the employee's statement in the employee's personnel file.

Section 5. The content of an evaluation report is not subject to Article 43, Grievance and Arbitration Procedure.

ARTICLE 17 FITNESS FOR DUTY

Section 1. The Employer may require an employee, following an absence, injury or illness, to be examined by a medical professional designated and paid for by the Employer for the purposes of determining the employee's fitness for duty.

Section 2. The Employer, at its discretion, may schedule examinations pursuant to this Article outside the examined employee's scheduled work hours on the day of the examination, or if the examination is scheduled during the employee's scheduled work hours on the day of the examination, the Employer will consider the time spent at the examination, as well as time spent traveling between the examination and the Employer's premises, if any, as hours worked.

Section 3. If the Employer exercises the rights reserved in this Article, the employee subject to a fitness for duty examination may be required to sign one or more medical releases to assure that the medical professional performing the examination has access to all information he/she deems necessary. The employee must cooperate and assist the Employer in expediting the examination process, particularly when the employee is on leave pending the outcome of the examination.

Section 4. Provided the employee satisfies his/her obligation to expedite the examination process, if the medical professional performing the examination determines that the employee was not impaired from performing his or her regular job duties, the Employer agrees to restore any paid leave that was consumed by the employee after the first seven (7) days of absence caused by the fitness for duty examination. The Employer also agrees that it will schedule the examination for the earliest date possible.

Section 5. The rights reserved by the Employer in this Article also may be exercised for any reason that is job related and consistent with business necessity, regardless of whether the employee in question has been absent from work, has been injured or ill, has requested any form of work restrictions, or used any form of paid or unpaid leave.

Section 6. Nothing in this Article shall preclude the Employer from selecting the examining physician of its choice. The Employer agrees that the rights expressed in this Article will not be exercised in an arbitrary or capricious manner.

ARTICLE 18 LOSS OF INSURABILITY

Section 1. Any employee who is excluded from coverage under the Employer's liability insurance carrier's insurability requirements will be terminated from his/her employment. Upon request, the Employer will provide the Union President with a copy of the Employer's liability insurance carrier's insurability requirements.

Section 2. The Employer shall not be required to alter or amend its liability insurance policy or carrier as a result of an employee becoming excluded from coverage.

Section 3. With respect to a grievance challenging a termination of employment under this Article, the parties agree that if the Arbitrator finds that the Employee was uninsurable under the Employer's liability insurance carrier's insurability requirements, the Arbitrator shall not alter the termination.

Section 4. Nothing in this Article diminishes the Employer's right to terminate an employee for cause.

ARTICLE 19 DRUG AND ALCOHOL TESTING

The Employer reserves its right to engage in drug and alcohol testing in accordance with federal and state laws and regulations applicable to the Employer's business.

ARTICLE 20 DISCIPLINE

Section 1. The Union and Employer agree that the Employer reserves the inherent management right to discharge and otherwise discipline employees for just cause, including but not limited to, for violations of any of the Employer's work rules.

Section 2. If the Employer desires to conduct an investigatory interview and the employee being interviewed reasonably believes that disciplinary action may result from such interview, the employee may request that a Union officer or steward accompany him/her to the investigatory interview. If the employee makes such a request, the Employer shall either grant the request or complete its investigation without the benefit of the interview. The parties agree that a conference or meeting held for the purpose of routine training, coaching or supervision is not an investigatory interview. The parties further agree that a meeting held solely for the purpose of the Employer imposing an already determined disciplinary action upon an employee is not an investigatory interview.

Section 3. Before discharging an employee who has completed the probationary period set forth in Article 7, or imposing a disciplinary suspension upon such an employee, the Employer shall provide notice of the impending discharge or suspension, the charges that support such action, and an opportunity to attend a conference to offer a response to the charges. If the Employer determines that it is in its best interests to do so, it may temporarily remove an employee pending the conference described in this Section.

Section 4. The parties agree that a supervisor's direction is to be followed, and further agree that an employee may challenge any direction he/she deems to be violative of this Agreement through the Grievance and Arbitration Procedure in Article 43. Pending final resolution of any such grievance, however, all employees shall comply with the supervisor's direction. Any failure to comply shall subject such employee to discharge.

ARTICLE 21 MEAL BREAKS

Section 1. To the extent the Employer's operational needs allow, all employees scheduled to work at least eight (8) continuous hours in a given day shall be afforded a single thirty (30) minute unpaid meal break for each such day.

Section 2. An employee's meal break shall be taken at the time provided by the Employer.

Section 3. If an employee afforded a meal break under Section 1, above, does not take his or her meal break, the employee shall so advise the Employer in writing.

**ARTICLE 22
WORK WEEK**

Section 1. For payroll purposes, the Union and Employer agree that the work week will begin each week on Sunday at 3:00 a.m., and end each week on Sunday at 2:59 a.m.

Section 2. The eight (8) or ten (10) hours for which full-time employees are paid for each of the days listed in Section 1 of Article 27, Holidays, shall count as hours worked.

**ARTICLE 23
CALL-IN TIME**

Whenever an otherwise unscheduled employee is called into and reports to work, the employee shall be paid for a minimum of three (3) hours.

**ARTICLE 24
WAGES**

Section 1. Effective the first pay date in January 2013, employees will be paid pursuant to the following wage schedules:

A. Part-time Driver 1:

Step	1	2	3	4	5	6	7	8
Rate per hour	9.68	10.21	10.68	11.21	11.64	12.15	12.75	13.22

To advance to the next step, an employee must:

- a. Drive 600 hours since last step increase (or with respect to advancement from the first assigned step only, drive 600 hours since hire). Only the first forty (40) hours per week count towards this requirement.
- b. Complete one advanced training course. Employees are solely responsible for scheduling and completing such course.
- c. Maintain all basic training and recertification requirements. Employees are solely responsible for scheduling and completing such requirements.
- d. Receive satisfactory evaluation of performance.

Notwithstanding the foregoing, newly-hired employees possessing a Class B CDL with passenger endorsement that was not acquired through the Employer's training program will be placed at Step 3 of the Part-time Driver 1 pay scale. Moreover, part-time employees hired on or before December 7, 2008 who possess a Class B CDL with passenger endorsement that was acquired through the Employer's training program will be placed on the Part-time Driver 2 wage scale, but will not be considered a Part-time Driver 2 for any other purpose.

B. Part-time Driver 2:

	1	2	3	4	5	6	7	8	9	10	11
Rate per hour	10.80	11.33	11.80	12.33	12.76	13.27	13.88	14.34	14.92	15.53	15.73

To advance to the next step, an employee must:

- a. Drive 600 hours since last step increase (or with respect to the advancement from the first step only, since obtaining Employer-trained Class B CDL with passenger endorsement). Only the first forty (40) hours per week count towards this requirement.
- b. Complete one advanced training course. Employees are solely responsible for scheduling and completing such course.
- c. Maintain all basic training and recertification requirements. Employees are solely responsible for scheduling and completing such requirements.
- d. Receive satisfactory evaluation of performance.

C. Full-time Driver:

Step	1	2	3	4
Rate per hour	10.80	12.33	13.88	15.73

To advance to the next step, an employee must:

- a. Drive 2080 hours since last step increase (or with respect to the advancement from the first step only, since becoming full-time driver with Class B CDL with passenger endorsement). Only the first forty (40) hours per week count towards this requirement.
- b. Complete two advanced training courses. Employees are solely responsible for scheduling and completing such courses.
- c. Maintain all basic training and recertification requirements. Employees are solely responsible for scheduling and completing such requirements.
- d. Receive satisfactory evaluation of performance.

Section 2. The parties agree that the Portage County sales tax revenue ("Revenue") received by the Employer is a major component of its funding and directly affects the Employer's ability to provide wage rate increases upon the one and two year anniversaries of ratification, respectively, and the levels of such increases, if any. Therefore, the parties agree that any wage rate increases in the second and third years of this Agreement are contingent on the Employer's Revenue increasing sufficiently in the first year of the Agreement to fund a wage rate increase in the second year; and increasing sufficiently in the second year of the Agreement to fund a wage rate increase in the third year.

The determination of whether the Employer's Revenue has increased sufficiently to fund a wage rate increase in the second and third years of the agreement shall be made based solely upon the total sum of Revenue received by the Employer during the preceding 12 month period, calculated from November 1st to October 31st, as reported on a monthly basis by the Ohio Department of Taxation in Line #22 "County Tax Allocation" of the "Sales RTA PARTA" statements.

Section 3. Effective the first pay date in January that follows both the first and second anniversary of ratification, respectively, the wage rates in this Article will be increased as defined in Section 4 below, if Revenue received during the preceding 12 month period, from November 1st to October 31st as defined above, is at least 1.50 percent greater than Revenue received in the previous 12 month period. If Revenue for the 12 month period from November 1st to October 31st is less than or equal to 1.49 percent more than the previous 12 month period, the wage rates in this Article will not increase.

Section 4. If Revenue for the 12 month period from November 1st to October 31st is greater than or equal to 3.50 percent more than the previous 12 month period, the wage rates in this Article will be increased by 3.00 percent.

If Revenue for the 12 month period from November 1st to October 31st is 2.50 percent to 3.49 percent more than the previous 12 month period, the wage rates in this Article will be increased by 2.00 percent.

If Revenue for the 12 month period from November 1st to October 31st is 1.50 percent to 2.49 percent more than the previous 12 month period, the wage rates in this Article will be increased by 1.00 percent.

Section 5. If the Union negotiating committee executes the parties' tentative agreement to the Employer's November 28, 2012 package proposal on or before December 10, 2012, and the entire tentative agreement is ratified by December 17, 2012 the Employer agrees to pay, on or before December 31, 2012, to each employee, a lump sum ratification payment of Three Hundred Dollars (\$300.00).

ARTICLE 25 INSURANCE BENEFITS

Section 1. During the term of this Agreement, the Employer plans to make available medical and prescription drug insurance coverage to all full-time employees. If it does, the premiums for such insurance will be paid as follows:

Employer – 80 percent of current premium
Employee – 20 percent of current premium

Section 2. The Union and the Employer agree that ALL employees should pay their fair share of medical fees for their employees. Therefore, it is agreed that if a full-time employee's spouse is eligible for medical insurance through his or her employer's medical insurance plan, then primary coverage must be carried with the employer of each spouse to be eligible for medical coverage under the Employer's plan. Alternatively, the bargaining unit employee may elect to pay an additional premium of one hundred dollars (\$100.00) per month in order for the Employer's group health insurance plan to be primary.

Eligible dependents will be covered by the insurance coverage of the spouse which has the earlier birthday in the calendar year. Eligible dependents for which the Employer has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the Employer's medical plan.

Full-time employees must notify the Employer immediately in writing of the commencement of group health coverage for the spouse and other dependents. For review of eligibility determination under this provision, a semi-annual verification form will be completed by each employee. The Employer reserves the right to verify this information at any time. An employee who fails to notify the Employer of his spouse's eligibility for coverage elsewhere will be subject to immediate termination.

Implementation of this provision must take place at the spouse's next earliest open enrollment.

Section 3. The Employer will make available \$15,000.00 of life insurance coverage to full-time employees. The current premiums for such insurance will be paid for by the Employer – 90 percent, and the Employee – 10 percent.

Section 4.

During the term of this Agreement, the Employer plans to make available a limited medical and prescription drug insurance coverage to all eligible employees in the Part-time Driver 2 and Part-time Driver 1 classifications who have completed the first 90 days of the probationary period defined in Article 7, provided that a sufficient number of employees, as determined by the insurance carrier, elect coverage. This insurance is a basic plan different than the plan offered to full-time employees in Sections 1 and 2 of this Article. If an eligible employee elects coverage, the premiums for such insurance will be paid as follows:

Part-time Driver 2 employees:

Employer – \$90.00 per month

Employee – balance of premium

Eligible Part-time Driver 1 employees:

Employer – none

Employee – entire premium

Section 5. During the term of this Agreement, the Employer plans to make available supplemental insurance through AFLAC or another provider to all employees who have completed the probationary period defined in Article 7. The premiums for such insurance will be paid as follows:

Full-time and Part-time Driver 2 employees:

Employer – no contribution

Employee – entire premium

Eligible Part-time Driver 1 employees:

Employer – \$20.00 per month

Employee – balance of premium.

Section 6. Based on the recent passage of federal healthcare legislation, if on or after January 1, 2014, the Employer elects not to or cannot make available medical and prescription drug insurance coverage under Section 1 of this Article and/or limited medical and prescription drug insurance coverage under Section 4 of this Article and/or supplemental insurance under

Section 5 of this Article, this Agreement will be re-opened for the purposes of negotiating this Article and Article 24, Wages.

Section 7. With respect to each of the preceding insurance benefits, the Employer may change the insurance carrier, benefit plan, level of coverage or mechanism of delivery at any time during the term of this Agreement.

ARTICLE 26 PAID-TIME OFF

Section 1. All employees in the classification of Part-time Driver 2 shall accrue paid time off at the rate of 0.03589 hours per hour worked, subject to an annual maximum accrual of fifty-six (56) hours. Employees shall not accrue paid time off for any hours worked greater than thirty (30) in a week. Furthermore, employees shall not use paid time off in their first year in a Part-time Driver 2 position.

Section 2. An employee shall not consume any paid time off in his/her first year of employment.

Section 3. Paid time off shall be taken only at times approved by the employee's supervisor.

Section 4. Paid time off cannot be redeemed for a payment of money except upon: (1) separation of employment, (2) transfer from Part-time Driver 2 status to any other position either within or outside of the bargaining unit, and (3) the anniversary of the employee's date of hire. However, if an employee (1) is discharged for cause, or (2) leaves Part-time Driver 2 status for any reason (including any separation of employment) during his/her first year of employment, any unused paid time off shall be forfeited.

Section 5. Any employee on a leave subject to the Family and Medical Leave Act of 1993 shall consume his/her paid time off benefits.

ARTICLE 27 HOLIDAYS

Section 1. All full-time employees in active status will receive eight (8) or ten (10) hours of holiday pay, as specified below, on the following days:

New Years Day	Memorial Day
Independence Day	Labor Day
Thanksgiving	Christmas

Full-time employees whose work week is scheduled over five (5) consecutive eight (8) hour work days will receive eight (8) hours of holiday pay. Full-time employees whose work week is scheduled over four (4) consecutive ten (10) hour work days will receive ten (10) hours of holiday pay. Notwithstanding the above, full-time employees assigned to a mixed route-variable block work assignment will receive eight (8) hours of holiday pay, regardless of the employees' current work week schedule.

Section 2. All part-time employees will receive four (4) hours of holiday pay on the following days:

Thanksgiving

Christmas

Section 3. Irrespective an employee's entitlement to holiday pay under Sections 1 or 2, above, if an employee is required to work on one of the holidays listed in those Sections, the employee will be paid at a rate of 1½ times his/her regular rate of pay for all hours worked.

Section 4. If an employee wishes to observe a religious holiday not included in Sections 1 or 2, with prior approval of Employer, the employee may consume vacation leave, personal leave, or paid-time off leave for such holiday, subject to the requirements of Article 29, Vacation; Article 33, Personal Leave; and Article 26, Paid-Time Off, respectively.

ARTICLE 28 SICK LEAVE

Section 1. All full-time employees shall earn sick leave at the rate of 3.6923 hours per 80 hours in active status, subject to a maximum of 12 days (96 hours) per year, and subject to a maximum accrual of 1040 hours. Employees shall not accrue sick leave for any hours in active status greater than forty (40) in a week.

Section 2. Sick leave shall be used solely for absences caused by: (1) an employee's illness or injury; (2) an employee's exposure to a contagious communicable disease; or (3) a serious health condition of an employee, employee's spouse, child or parent. An employee may not receive compensation due to a workplace injury and consume sick leave simultaneously.

Section 3. Sick leave will be paid at the employee's current rate of pay, and may be scheduled in increments of greater than one (1) hour.

Section 4. An employee intending to consume sick leave shall notify his/her supervisor of the absence for which sick leave is being consumed and the reason for such absence at least one (1) hour prior to the start of the employee's scheduled shift.

Section 5. After three (3) consecutive days of absence, the Employer may require documentation or other proof of any reason offered by an employee for use of sick leave. Failure or refusal of an employee to submit appropriate or satisfactory documentation or other proof requested by the Employer will result in the employee's absence being unpaid, and may result in discipline of the employee, up to and including termination of employment.

Section 6. Any abuse or patterned use of sick leave shall result in discipline, up to and including termination of employment.

Section 7. Any employee on a leave subject to the Family and Medical Leave Act of 1993 shall consume sick leave while on such leave, provided that the employee's absence is caused by one of the three reasons stated in Section 2, above. In the event that the employee has exhausted his/her sick leave, or the absence is not caused by one of the three reasons stated in Section 2, above, the employee shall then exhaust his/her paid vacation, personal days, and paid time off benefits before being placed on an unpaid leave.

Section 8. Employees will only receive credit for sick leave accumulated with a prior Ohio public employer in an amount not to exceed 120 hours. Regardless of any sick leave

credited from another Ohio public employer, part-time employees shall not use or accrue sick leave, as defined in this Article.

Section 9. Upon termination of employment, whether voluntary or involuntary, any unused sick leave shall be forfeited. Similarly, upon transfer from full-time to part-time employee status, any unused sick leave shall be forfeited. Notwithstanding this forfeiture provision, the Employer shall pay an employee with ten (10) or more years of service, who retires (including permanent disability retirement) one-fourth (1/4) of his or her unused sick leave.

Section 10. If a federal, state or local law, statute or regulation is passed or implemented that requires sick leave be provided to full-time employees, this Agreement will be re-opened for the limited purpose of negotiating the benefits set forth in this Article, it being the intention of the parties that in no case will full-time employees receive both contractual and statutory sick leave benefits.

ARTICLE 29 VACATION

Section 1. All full-time employees shall accrue paid vacation based solely upon continuous full-time service with the Employer at the following rates per hour in active status, and subject to the following maximum annual accruals:

1 through 7 years of service	0.0385 (80 hours/year maximum)
8 through 14 years of service	0.0577 (120 hours/year maximum)
15 through 25 years of service	0.0769 (160 hours/year maximum)
25 or more years of service	0.0962 (200 hours/year maximum)

Employees shall not accrue paid vacation for hours in active status greater than forty (40) hours in a week.

Section 2. An employee shall not consume any paid vacation in his/her first year of full-time employment.

Section 3. Paid vacation shall be taken only at times approved by the employee's supervisor. Vacation requests shall be submitted pursuant to Section 4, below.

Section 4. The Employer will consider vacation requests submitted by employees in accordance with this Section, and will schedule vacation requests subject to the Employer's operational requirements. Personal day requests will not be considered as part of this Article.

- A. Before the end of each calendar year, the Employer will notify full-time employees of the first date on which vacation requests will be accepted for the upcoming calendar year. There will be three (3) rounds of requests.
- B. In the first round of requests, employees may request up to one (1) consecutive two (2) week block of time, or two (2) non-consecutive one (1) week blocks of time, beginning with the employee having the most continuous full-time service, and ending with the employee having the least continuous full-time service. Each employee will have two (2) days to make his/her selection.

- C. An employee who does not make a vacation request within two (2) days shall forfeit his/her first round request.
- D. Following completion of the first round, the Employer will begin the second round of vacation requests. In the second round of requests, employees may request up to five (5) individual non-consecutive vacation days, beginning with the employee having the most continuous full-time service, and ending with the employee having the least continuous full-time service. Each employee will have two (2) days to make his/her request.
- E. An employee who does not make a vacation request within two (2) days shall forfeit his/her second round request.
- F. Following completion of the second round, if any vacation remains unscheduled, eligible employees may request individual vacation days on a first come, first served basis. These requests, like all others in this Article, are subject to the Employer's operational requirements.

Section 5. On the anniversary of an employee's full-time date of hire, up to forty (40) hours of unused paid vacation will automatically be carried over to the next anniversary year. Furthermore, an employee may request the Employer's permission to carry over additional paid vacation to the next anniversary year.

Section 6. Paid vacation cannot be redeemed for a payment of money except upon: (1) separation of employment, (2) transfer from full-time to part-time employee status, and (3) the anniversary of the employee's full-time date of hire, but only up to forty (40) hours. Any paid vacation that is not carried over to the employee's next anniversary year and that is not redeemed for a payment of money shall be forfeited. Similarly, if an employee is discharged for cause, any unused vacation shall be forfeited.

Section 7. Any employee on a leave subject to the Family and Medical Leave Act of 1993 shall consume his/her paid vacation benefits, provided the employee's sick leave has already been exhausted, or provided that the absence is not caused by one of the reasons stated in Article 28, Section 2.

ARTICLE 30 BEREAVEMENT LEAVE

Section 1. When a full-time employee is absent from work for the purpose of arranging for or attending the funeral of the employee's spouse, parent, child, grandparent, sibling, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, niece or nephew, the Employer shall pay the employee for his/her regularly scheduled hours at his/her regular rate of pay for each day of such absence, up to a maximum of three (3) consecutive days.

Section 2. When a Part-time Driver 2 employee is absent from work for the purpose of arranging for or attending the funeral of the employee's spouse, parent, child, grandparent, sibling, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, niece or nephew, the Employer shall pay the employee for five (5) hours at his/her regular rate of pay for each day of such absence, up to a maximum of three (3) consecutive days.

Section 3. When a Part-time Driver 1 employee is absent from work for the purpose of arranging for or attending the funeral of the employee's spouse, parent, child, grandparent, sibling, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, niece or nephew, the Employer shall allow the employee an unpaid bereavement leave, up to a maximum of three (3) consecutive days.

Section 4. In addition to the bereavement leave described in Sections 1, 2 and 3 of this Article, an employee may request permission to consume paid leave (other than sick leave), if available, to extend his/her bereavement leave. If no such paid leave is available, an employee may request unpaid leave to extend his/her bereavement leave. Requests for reasonable extensions of bereavement leave shall not be denied.

Section 5. In order to receive the benefits of this Article, the employee shall notify the Employer of the purpose of his/her absence as soon as possible, but no later than the first day of such absence, and upon the employee's return to work, furnish a written statement that sets forth the identity of the deceased family member, the employee's relationship to the deceased, the date of the funeral, and the employee's confirmation that he/she attended the funeral.

Section 6. A false statement by an employee relating to the communications required by Section 5 of this Article shall be grounds for disciplinary action including dismissal.

ARTICLE 31 ASSAULT LEAVE

Section 1. The Employer, in its sole discretion, may grant paid leave to an employee who is absent due to an assault that occurred while the employee is acting within the scope of his/her assigned duties. When assault leave is granted, the employee will be maintained on full pay status and leave will not be charged against any earned or earnable leave.

Section 2. To facilitate the Employer's decision to grant or not grant assault leave pursuant to this Article, the Employer may exercise its right under Article 17, Fitness for Duty, to require the employee to submit to a medical or psychological examination, or to review applicable employee medical documentation.

Section 3. The Employer's decision to grant or deny leave under this Article shall not be grievable under the provisions of Article 43, Grievance and Arbitration Procedure.

ARTICLE 32 COURT LEAVE

Section 1. Any employee serving jury duty shall notify his/her supervisor of such service upon receipt of notice from the Court. Full-time employees shall be paid for time spent on jury duty.

Section 2. Any employee required by subpoena or other legal process to appear in Court or for deposition in a matter not initiated by him/her and relating to conduct of the employee in his/her official capacity with the Employer shall notify his/her supervisor upon receipt of the subpoena or other legal notice. Employees shall be paid for time spent appearing in Court or for deposition in such matters.

Section 3. If an employee is required to be absent due to any legal matter not described in Sections 1 and 2 of this Article, the employee shall notify his/her supervisor upon receipt of

the subpoena or other legal notice. Employees absent due to a legal matter not described in Sections 1 and 2 of this Article will not be compensated by the Employer during such absence unless the employee consumes any available paid time off, personal or vacation leave.

Section 4. Because this Article applies only to absences required by legal process, requests for paid or unpaid leave pursuant to this Article will not be denied.

ARTICLE 33 PERSONAL LEAVE

Section 1. All full-time employees shall receive thirty (30) hours of personal leave per year. All personal leave shall be scheduled with an approved by the employee's supervisor at least one week in advance, provided, however, that if an employee is absent for one of the reasons listed in Article 28, Section 1, but has exhausted his/her sick leave, personal leave shall be consumed without one week's advance approval.

Section 2. At the end of each calendar year, up to ten (10) hours of unused personal leave will automatically be carried over to the next year. At that time, any remaining unused personal leave shall be forfeited.

Section 3. Personal leave cannot be redeemed for a payment of money except upon separation of employment. However, if an employee is discharged for cause, any unused personal leave shall be forfeited.

Section 4. Upon transfer from full-time to Part-time Driver 2 status, any unused personal leave shall be converted to paid time off, as defined in Article 26.

ARTICLE 34 OTHER LEAVES

Section 1. The Employer agrees to grant employees engaging in military service the rights and privileges afforded pursuant to state and federal law.

Section 2. Employees are only entitled to the type and quantity of leave to which the Employer and Union have agreed to in this Agreement. The Union and employees have waived any entitlement to any other types or quantities of leave.

ARTICLE 35 UNPAID LEAVE OF ABSENCE

Section 1. The Employer, in its sole discretion, may grant unpaid leave to a non-probationary employee who has exhausted or is not otherwise entitled to leave under the Family and Medical Leave Act of 1993.

Section 2. All requests for unpaid leave shall be made to the Director of Human Resources, and must be supported by documentation or other proof of the need for unpaid leave. Unless additional leave is required by law, unpaid leave will be granted for a maximum of 12 weeks. At the conclusion of the 12 weeks of unpaid leave (or longer, if required by law), the employee will be separated from employment.

Section 3. All forms of paid leave must be exhausted prior to the submission of an employee's request for unpaid leave.

Section 4. An employee covered by medical insurance provided for in this Agreement will be responsible for paying the entire employee share of the premium for such insurance during the term of any unpaid leave, subject to the terms of the applicable insurance plan.

Section 5. An unpaid leave under this Article will not break an employee's seniority, as defined in this Agreement. Furthermore, an employee granted an unpaid leave of absence will continue to accrue seniority for up to 12 weeks. For any leave granted in excess of 12 weeks, however, the employee will not continue to accrue seniority, but will not lose seniority previously accrued.

Section 6. When an employee's unpaid leave expires, the Employer will make a good faith effort to place the employee in his/her former position, or into a comparable position for which the employee is qualified. Unless otherwise required by law, the Employer's good faith effort shall not guarantee the employee re-employment, nor does it guarantee that if a position is identified by the Employer that such position will be in the bargaining unit subject to this Agreement. In addition, any such offer of re-employment is subject to Article 17, Fitness for Duty.

ARTICLE 36 LEAVE SHARING

Section 1. The Employer and the Union agree that in extreme circumstances, a health condition may force an employee to exhaust his/her sick, personal and/or vacation leave. Given that, the Employer will maintain a leave sharing program by which an employee may donate available paid leave to another employee who has exhausted his/her own paid leave.

Section 2. Eligibility for the leave sharing program, both as a donor or a recipient of shared leave, is determined without regard as to whether an employee is included within the bargaining unit.

Section 3. All terms of the leave sharing program, including eligibility, will be determined by the Employer. If an employee requesting participation in this program is deemed ineligible, the Employer agrees to meet with the employee and his/her representative, if a representative is requested, to discuss the employee's ineligibility.

ARTICLE 37 LAYOFF AND RECALL

Section 1. The Union and Employer agree that the Employer reserves the inherent management right to undertake a reduction to its workforce. A reduction in force is defined as the layoff of one or more employees, the abolishment of a job currently held by an employee, or an involuntary reduction in work hours other than one that equally affects all employees. The Employer shall determine the number of employees affected by a reduction in force and the effective date of the reductions, and provide notice of such reduction to the Union President no later than ten (10) days prior to its effective date.

Section 2. With respect to full-time and Part-time Driver 2 employees only, the Employer shall layoff such employees in order from least senior to most senior. With respect to Part-time Driver 1 employees, the Employer reserves the unfettered right to layoff such employees in the order that best satisfies the Employer's operational needs. The Employer reserves the unfettered right to layoff full-time employees, Part-time Driver 2 employees, Part-time Driver 1 employees, or any combination of those classifications when it undertakes a reduction in force.

Section 3. While on layoff, the laid off employee may elect to remain in the Employer's health insurance program at the employee's cost, and subject to the respective insurance carrier's regulations in accordance with the provisions of COBRA.

Section 4. Following a reduction in force, for a period of two (2) years, the Employer shall maintain a list of employees subject to layoff ("Recall List"), and provide a copy of same to the Union President. During that two (2) year period, prior to hiring any new employees, the Employer will offer to recall employees on the Recall List. The Employer reserves the unfettered right to recall full-time employees, Part-time Driver 2 employees, Part-time Driver 1 employees, or any combination of those three classifications. When the Employer exercises its right to recall full-time employees, it will do so from most senior to least senior.

Section 5. If the Employer elects to recall an employee, the Employer shall provide written notice to the employee, by certified U.S. mail, to the most recent address provided to the Employer by the employee. The employee may accept recall by causing the Employer to receive written notice of acceptance within ten (10) days from the date of the Employer's notice. Failure by the employee to accept recall as set forth in the previous sentence shall be considered to be refusal of recall. If recall is refused, the employee is permanently removed from the Recall List and shall cease to be an employee of the Employer. The Employer shall provide to the Union President a copy of each recall notice and copies of any written responses to same.

Section 6. Following recall, an employee shall retain all seniority accumulated prior to reduction in force, and will be eligible for any benefits pursuant to the current Agreement.

Section 7. For purposes of this Article only, the Union President shall be considered the most senior employee and the Union Vice President shall be considered the second most senior.

ARTICLE 38 NONDISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, gender, national origin, age, citizenship, veteran's status, political affiliation, genetic information or disability, in violation of any federal, state, or local law, or engage in any other discriminatory acts prohibited by law, nor will it limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, gender, national origin, age, citizenship, veteran's status, political affiliation, genetic information or disability, in violation of any federal, state, or local law, or engage in any other discriminatory acts prohibited by law.

Section 2. The Employer and Union agree that Union membership or non-membership is an employee right. Employer and Union further agree that they will not discriminate against any employee based on an employee's membership or nonmembership, nor based on an employee's participation or nonparticipation in lawful activity in support of the Union. The Employer and Union also agree that they will not discriminate against any employee based on the employee's initiation or other participation in the Grievance and Arbitration Procedure set forth in Article 43.

Section 3. The Employer and the Union agree that our society offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and State Employment Relations Board. The parties further agree that any employee who believes that he/she has been unlawfully discriminated against, in violation of the provisions of this Article, shall proceed to file a charge with the appropriate agency(ies), but that any and all claims of discrimination shall not be processed under the provisions of Article 43, Grievance and Arbitration Procedure.

ARTICLE 39 UNION DUES

Section 1. The Employer will deduct from the pay of each employee who in writing so authorizes it to do so the required amount of fees for the payment of prorated union dues on a bi-weekly basis. The Employer, however, shall not begin deducting dues until ninety (90) days after an employee's date of hire. The authorization shall comply with all provisions of the law, and such authorization shall continue year-to-year unless and until revoked in writing by the employee. Such revocation shall be made by an employee in writing, and delivered by the employee to the Union's state office so that it is received by the Union during the period of August 22 through August 31, inclusive. No employee is required by this Agreement to become a member of the Union.

Section 2. Twice each year, on or before January 1 and on or before July 1, the Union will notify the Employer in writing of the amount of dues, expressed in terms of annual dues, to be deducted from the pay of each employee who authorizes such a deduction, as described in Section 1 of this Article. The Union agrees to include the amount of any delinquent dues or other fees in its notice to the Employer, as described in this Section.

Section 3. The Employer shall forward to the Union, on a monthly basis and to an address provided by the Union in writing, a check equaling the amount of union dues deducted during the previous month. The Employer shall enclose with the check a written report containing the names of each employee and the amount of dues deducted from each.

Section 4. The Employer agrees to forward to the Union, on or before February 28 each year, and to an address provided by the Union in writing, a copy of each employee's form W-2 redacted consistent with Ohio law.

Section 5. Union dues will be deducted from each pay unless the employee does not earn net wages in a given pay sufficient to deduct such dues. In the event that an employee does not earn net wages sufficient to deduct such contribution, the Employer has no obligation to deduct the missed dues deduction from any subsequent pay, except as described in Section 2 of this Article.

Section 6. The Union agrees to indemnify for any liability and hold the Employer, its administrative staff, Board, managers, and other agents harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, and to provide full and adequate legal defense for such parties in any such suit, claim or administrative proceeding, with attorneys of the Union's selection or approval, and to reimburse such parties for any and all expenses incurred in any such suit, claim or administrative proceeding, including court costs. The Employer, its administrative staff, Board, managers, and other agents may hire attorneys in addition to those selected or approved by the Union, but the Union shall not be obligated to pay the fees and expenses of any attorneys not selected or approved by the Union.

**ARTICLE 40
P.E.O.P.L.E.**

Section 1. The Employer will deduct from the pay of each employee who in writing so authorizes it to do so a P.E.O.P.L.E. contribution in an amount of the employee's choosing on a bi-weekly basis. The authorization shall comply with all provisions of the law. Such authorization shall continue unless and until revoked in writing by the employee.

Section 2. The Employer shall forward to the Union, on a monthly basis and to an address provided by the Union in writing, a check equaling the amount of all P.E.O.P.L.E. contributions deducted during the previous month. The Employer shall enclose with the check a written report containing the names of each employee on behalf of whom P.E.O.P.L.E. contributions were made, and the amount of such contributions.

Section 3. P.E.O.P.L.E. contributions will be deducted from each pay unless the employee does not earn net wages in a given pay sufficient to deduct such contribution. In the event that an employee does not earn net wages sufficient to deduct such contribution, the Employer has no obligation to deduct the missed P.E.O.P.L.E. contribution from the employee's subsequent pay.

Section 4. The Union agrees to indemnify for any liability and hold the Employer, its administrative staff, Board, managers, and other agents harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of P.E.O.P.L.E. contributions, and to provide full and adequate legal defense for such parties in any such suit, claim or administrative proceeding, with attorneys of the Union's selection or approval, and to reimburse such parties for any and all expenses incurred in any such suit, claim or administrative proceeding, including court costs. The Employer, its administrative staff, Board, managers, and other agents may hire attorneys in addition to those selected or approved by the Union, but the Union shall not be obligated to pay the fees and expenses of any attorneys not selected or approved by the Union.

**ARTICLE 41
BULLETIN BOARD**

Section 1. The Employer shall provide the Union with an adequate space to place a bulletin board purchased at the Union's expense and installed by the Employer. The Employer and Union shall mutually agree to the placement of such board, which shall contain a clear, locked cover. The Employer and the Union President shall each retain one key to the locked cover.

Section 2. The bulletin board is to be used by the Union solely for communications relating to: (a) Union meetings notices; (b) Union election notices; (c) notices of appointments to Union offices; (d) notices of Union social affairs; and (e) notices of meetings under the grievance procedure. No notice may contain political statements, or those controversial or critical of the Employer, any employee or any other person. The Union President is solely responsible for the content of notices posted on the board. Any notice that is not compliant with this section shall be removed by the Employer with notification of such removal to the Union President.

ARTICLE 42
STRIKE AND LOCKOUT PROHIBITION

Section 1. The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or withholding of services from the Employer during the term of this Agreement.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operation and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is prohibited and not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. Violation of the provisions of Section 1 of this Article will result in termination of employment of any employee participating in such conduct. If such termination by the Employer is challenged through the grievance and arbitration procedure of this Agreement, the arbitrator shall have no authority to modify or alter the penalty of discharge of any employee proven to have violated Section 1 herein. If the employee is not proven to have violated Section 1 herein, the arbitrator may award relief that otherwise may be awarded in a discharge arbitration.

Section 4. The Union recognizes that it may be impractical to discharge all persons who engage in a violation of Section 1 and that the Employer has the right to engage in selective discharges.

Section 5. In consideration of the foregoing, the Employer agrees that during the term of this Agreement it will not lockout employees covered by this Agreement.

ARTICLE 43
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined solely as a dispute over the interpretation, application or alleged violation of specific terms of this Agreement. A grievance may be filed by an aggrieved employee(s); or by the Union, but only where the Union is alleging a violation of one of its express contractual rights. A grievance filed by an aggrieved employee(s) must be signed by all such employee(s). A grievance filed by the Union must be signed by a Union Officer or Steward.

Section 2. Both parties agree that the procedures described in this Article shall be available to all employees. The parties further agree that all grievances should be dealt with promptly and every effort should be made to settle grievances at the earliest possible level of the grievance procedure.

Section 3. Should the Employer fail to comply with the time limits herein, the aggrieved employee or Union may proceed immediately to the next step. Should the aggrieved employee or Union fail to comply with the time limits herein, the grievance shall be considered waived, and the Employer shall not recognize the continued pursuit of a waived grievance. Time limits shall be expanded only by mutual written agreement of the parties. Requests to expand time limits shall not be unreasonably denied, so long as the request is made prior to the expiration of the

time limit. If the last day of a time period in which a party is permitted or required to perform an act described in this Article falls on a Saturday, Sunday, or holiday, as that term is defined in Article 27 of this Agreement, the time period will run until the next day which is not a Saturday, Sunday, or holiday.

Section 4. The following procedure shall be utilized when a grievance is initiated:

Step 1:

Prior to the filing of a written grievance, an employee with a grievance, or the Union, if it has grievance, may first discuss it informally with the Manager of Operations or his designee in an earnest effort to find a solution to the grievance.

Step 2:

If not resolved informally at Step 1, the Union on behalf of an employee or on its own behalf may reduce the grievance to writing. The written grievance must be presented to the Director of Operations within fifteen (15) calendar days after it has become known or reasonably should have been known by the Union or the aggrieved employee. The Director of Operations shall respond in writing within ten (10) calendar days after receipt of the written grievance.

By mutual agreement of the parties, the Director of Operation's response may be preceded by a meeting involving, on behalf of the Employer, the Director of Operations or a representative designated by the Director of Operations, and, on behalf of the Union, the aggrieved employee and a Union representative or other bargaining unit member of the aggrieved employee's choice.

Step 3:

If not satisfied with the Employer's Step 2 response, the Union may appeal in writing to the General Manager. Such an appeal must be received by the General Manager within ten (10) calendar days after the Employer's Step 2 response, but in any event not later than twenty-five (25) calendar days after presenting the written Step 2 Appeal to the Director of Operations. The General Manager shall respond to the Union in writing within fifteen (15) calendar days following receipt of the written Step 3 appeal.

By mutual agreement of the parties, the General Manager's response may be preceded by a meeting involving, on behalf of the Employer, the General Manager or a representative designated by the General Manager, and, on behalf of the Union, the aggrieved employee and a Union representative and/or the Union's Field Representative.

With respect to a grievance challenging the Employer's imposition of a disciplinary suspension or discharge only, the parties agree that such grievance shall be initiated at Step 3 within fifteen (15) calendar days after imposition of the suspension or discharge, and further agree that the meeting described in the preceding paragraph will be mandatory rather than only by mutual agreement.

Step 4:

- A. If the Union accepts the Step 3 response, the grievance shall be considered final and settled.
- B. If the Union does not accept the Step 3 response, then within fifteen (15) calendar days after the General Manager's response, but in any event not later than thirty (30) calendar days after presenting the written Step 3 appeal to the General Manager, the Union shall serve upon the Director of Human Resources a demand for arbitration. Failure by the Union to timely notify the Employer of its decision to arbitrate shall constitute an acceptance of the Step 3 response.

Section 5. Upon the Employer's receipt of a demand for arbitration from the Union, the parties, by mutual agreement only, may elect to jointly request the services of a mediator from the Federal Mediation and Conciliation Service ("FMCS"). If the parties mutually agree to mediate, the date, time and location of the mediation will be mutually agreed upon. The mediation session shall be conducted based on the recommendations of the mediator, and shall be conducted in such a manner as to minimize delay of the arbitration process. All mediation settlements shall be reduced to writing. All expenses of the mediator and the cost of any facilities used for the mediation shall be borne equally by the parties. All other expenses incurred by the parties, including those incurred for representation and preparation, shall be borne by each respective party.

Section 6. If the parties do not mutually agree to mediate pursuant to the previous section, the parties or their representatives shall first try to mutually agree upon an impartial arbitrator to hear the grievance. Failing to do so within fifteen (15) calendar days following receipt of the demand, the Union will request from the FMCS a panel of seven (7) arbitrators from within a 125 mile radius of Kent, Ohio, and simultaneously serve a copy of that request upon the Employer's General Manager.

Section 7. Prior to commencing striking as described in Section 8 of this Article, either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

Section 8. Upon receipt of a panel of arbitrators, the parties will alternately strike names, beginning with the Union, until one remains. That individual remaining will be the appointed arbitrator. If the Union demands arbitration a second time during the term of this Agreement, the striking of names will begin with the Employer. Thereafter, the parties will alternate.

Section 9. The selected arbitrator promptly shall schedule a hearing at a mutually convenient date, time and place. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

Section 10. The parties may, by mutual agreement, elect to consolidate one or more grievances for the purposes of arbitration.

Section 11. The arbitrator's authority shall be expressly limited to determining the meaning, intent or application of the provisions of this Agreement. The arbitrator shall have no power to add to, detract from, or in any way alter or modify the provisions of this Agreement. The arbitrator shall have authority only to determine whether the Employer has violated a provision of this Agreement and to award an appropriate remedy for such violation. No award of

back pay shall be made prior to the date the grievance was first brought to the attention of the Employer through the grievance/arbitration procedure. The arbitrator shall not substitute his/her judgment for the Employer's judgment in matters involving the direction or scope of the Employer's business including, but not limited to, discontinuance or relocation of operations. Where routine matters of management discretion are involved, the issue shall be whether the Employer acted arbitrarily or in bad faith. The arbitrator's decision shall be final and binding upon all parties and the grievant.

Section 12. All fees and expenses of the arbitrator shall be paid by the losing party, as designated by the arbitrator. The cost of the hearing room, and/or record of proceedings, up to and including the cost of any matched request, shall be borne equally by the parties. All other expenses incurred by the parties, including those incurred for representation, witness attendance and preparation and presentation of the case in arbitration, shall be borne by each respective party. However, the Union President or his or her designee shall, upon the President's advance written request, be released from work with no loss of pay to attend the arbitration hearing. If the hearing is scheduled for a day on which the Union President or his or her designee is not scheduled to work, the President or designee may attend the hearing, but will not be paid by the Employer for such attendance.

ARTICLE 44 NEGOTIATION PROCEDURES

Section 1. The negotiation and dispute settlement procedures set forth in this article shall govern negotiations conducted between the Employer and the Union and shall be the exclusive procedures to be followed by both parties. It is the agreement of the parties that the dispute resolution procedures set forth herein shall supersede the procedures set forth in Rev. Code §§ 4117.10 and 4117.14 and related sections of the applicable statutes and regulations to the full extent permitted by law.

Section 2. Either the Employer or the Union may initiate negotiations by written request, at least sixty (60) days, but not more than ninety (90) days prior to the expiration date of this Agreement or any extension to this Agreement. At that time, the Employer and the Union will each notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the dispute resolution procedures set forth herein will be employed in place of procedures alternatively provided in Rev. Code § 4117.14 and related sections of the applicable statutes and regulations.

Section 3. All meetings will be held at mutually agreeable dates, times and places. At the parties' first meeting, the Union and the Employer will each present a comprehensive and complete set of proposals and give an explanation for each. Neither party shall submit any new proposals after the first meeting. The second meeting will be scheduled to give each party sufficient time to consider the other's proposals, and present any counterproposals a party chooses to make. All proposals (from both sides) shall be in such form that they may be immediately agreed upon if acceptable. Topical lists or so-called "laundry lists" constitute a failure to comply with this Section and shall be disregarded.

Section 4. Negotiating teams shall be composed of not more than five (5) members, which shall include the chief negotiator. The Employer and the Union shall identify in writing the members of their respective negotiating teams. The Union's team shall be comprised of bargaining unit members and not more than one (1) non-bargaining unit member. The Employer agrees that it will make its best effort, within its operational needs and normal practices, to release Union bargaining team members from work to attend a negotiation session.

Nothing prevents the parties from meeting even if all Union bargaining team members are not available. If the Employer is able to accommodate a Union bargaining team member's request for time off to attend a negotiations meeting, consistent with the Employer's normal practices, the bargaining team member may take time off without pay, or may consume accrued paid time off, personal or vacation benefits. Any fees and expenses incurred by the non-bargaining unit members on the Union's team shall be paid, if at all, by the Union. The Employer will not compensate the bargaining unit members on the Union's team for time spent involved in negotiations.

Section 5. Either party may, by mutual agreement, invite a consultant to a meeting for the purpose of providing information that may aid the parties in their negotiations. The agenda for any such meeting will be agreed upon in advance.

Section 6. No audio or video recording devices shall be used during meetings. Each party is responsible for taking its own notes.

Section 7. Each team may take caucuses of a reasonable length of time not to exceed twenty (20) minutes absent mutual agreement. It is agreed that caucuses are not to be used for negotiations preparation, which is to occur prior to or between meetings. Negotiation sessions will be scheduled so as to minimize interference with work schedules and the Employer's operations. Meetings normally shall be between three (3) and five (5) hours in duration.

Section 8. Until final agreement is reached, at each meeting an agreed date, time and place shall be set for the next meeting unless mutually agreed otherwise. The parties to this Agreement may by mutual agreement waive or change the negotiation meeting procedure. Should there be costs involved in the rental of a meeting place, or use of office machines, both parties agree to divide such costs equally. With respect to meetings held at the Employer's place of business, however, to expedite negotiations, the Employer will provide reasonable access to a printer, copier and facsimile machine at no cost to the Union.

Section 9. Negotiations shall be conducted in good faith. All negotiations shall be conducted exclusively by and between the negotiation teams of the respective parties. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counterproposal or give reasons for its rejection of the proposal. All members of both negotiating teams shall have the right to express their respective views during negotiations and shall be free from reprisals, intimidation, or disparagement during and after completion of negotiations. This includes the courtesy of recognizing that the person who "has the floor" will be allowed to provide a statement or opinion without interruption. Similarly, secondary conversations and personal attacks are prohibited. "Good faith" does not require that either party make a concession.

Section 10. The scope of negotiations shall be governed by Rev. Code § 4117.08.

Section 11. All negotiation meetings shall be conducted in executive session. Prior to the first meeting to negotiate, either party may submit a formal press release for publication, so long as the press release only announces the commencement of negotiations. After the first meeting to negotiate, there will be no release of information unless agreed upon by both parties or required by Ohio's public records laws. This prohibition shall not apply to progress reports made by either party to their respective constituents. However, once impasse is declared, the parties may issue reports and press releases without approval of either party.

Section 12. When a tentative agreement is reached on a specific provision, it shall be reduced to writing, dated and initialed by each party's chief negotiator. There will be two (2) official copies of each tentative agreement signed by both parties at the bargaining table.

Section 13. When tentative agreement is reached on the entire agreement, the tentative agreement shall be reduced to writing and, at a mutually agreed time, shall be submitted to the Union membership for approval consistent with internal Union procedures, within fourteen (14) days of the date on which tentative agreement was reached, or as soon as possible thereafter. After Union approval, the tentative agreement will be submitted to the members of the Employer's Board at its next meeting or at a meeting called especially for that purpose. The Employer will request that the Personnel Committee of its Board review the tentative agreement as soon as possible after ratification, consistent with Ohio's Sunshine Law. After approval by the Board and after signatures on behalf of the parties, the Agreement shall become part of the official minutes of the Board. Each negotiating team shall urge and recommend approval of the tentative agreement.

Section 14. In the event that agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse, provided that fewer than thirty (30) days remain prior to expiration of the contract. If agreement cannot be reached as stated above, a mediator from the Federal Mediation and Conciliation Service ("FMCS") shall be utilized with respect to all unresolved issues.

Section 15. If after fifteen (15) days from the first meeting with the Federal Mediator the Union feels that the matter cannot be resolved through the procedures outlined above, it may engage in any activity permitted by Chapter 4117 of the Ohio Revised Code, upon ten (10) days' notice of intent to strike, filed and served in accordance with Ohio Administrative Code § 4117-13-01.

ARTICLE 45 SEPARABILITY AND SAVINGS

Section 1. The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions of competent jurisdiction and regulations properly enacted thereunder. In the event any provision of this Agreement is affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall continue in full force and effect. The parties agree to meet within one (1) week or as soon as possible thereafter to discuss any decision that renders any portion of this Agreement null and void and may revise those provisions rendered invalid. In the event the parties are in disagreement on the application and effect of such court decision on the Agreement, either party may institute prompt legal action seeking a judicial determination of decisional effect.

Section 2. The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

Section 3. Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of the enabling legislation. Similarly, any provision of this Agreement which may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislation changes occur during the life of this Agreement that makes it illegal or impossible to fund any provision of this Agreement, the obligation of the Employer hereunder to that extent shall be suspended.

Section 4. In the event a state or federal law affecting this Agreement is enacted or becomes effective during the term of this Agreement, the parties agree to meet within one (1) week or as soon as possible thereafter and determine those areas of this Agreement which must be revised to bring this Agreement into compliance with the law; this revision shall be limited to those areas in which a revision is mandated by law, and there shall be no obligation on the part of either party to reopen or renegotiate areas in which revisions might be permissible but are not mandatory under such law.

ARTICLE 46 DURATION AND TERMINATION

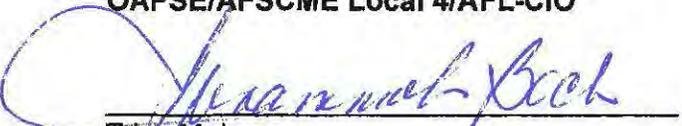
This Agreement, with any amendments thereto, shall remain in full force and effect until midnight of December 6, 2015, and, unless timely written notice is given by either party to the other at least sixty (60) days, but not more than ninety (90) days prior to such date of a desire to amend and/or terminate this Agreement, it shall continue in effect from year to year thereafter. Should such Agreement be extended because of lack of timely notice, then prior to the anniversary date of such extension, at least sixty (60) days, but not more than ninety (90) days prior thereto, timely notice may be given by either party to the other to amend and/or terminate said Agreement.

If, during the term of this Agreement, the Employer desires to implement a change in a term or condition of employment not covered by the express provisions of this Agreement, but for which it is required by law to bargain with the Union, then the Employer will give written notice to the Union and the parties will meet to negotiate within ten (10) days. If agreement is not reached within thirty (30) days of the Employer's written notice, either party may declare a bargaining impasse. Within five (5) calendar days of declaration of impasse, either party may contact FMCS and request the assistance of a mediator. The mediator has no authority to bind either party to any agreements. If after ten (10) days from invoking mediation, the parties are at impasse, the Employer may implement its last best offer. The Union may challenge the reasonableness of any change implemented by the Employer pursuant to the Grievance and Arbitration Procedure set forth in Article 43, but shall not engage in a strike.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Kent, State of Ohio.

OAPSE/AFSCME Local 4/AFL-CIO

PARTA



Trina Molnar
OAPSE Field Representative



Ronald Grams
OAPSE Bargaining Committee Member



John H. Drew, Jr.
General Manager & Board Secretary



Rick Bissler
Board President



Claudia B. Amrhein
Director, Human Resources



Brian Trautman, Director
Maintenance, Facilities & Operations



Thomas Evan Green
Outside Counsel & Chief Negotiator