



03-29-15
12-MED-10-1281
2230-01
K32108

AN AGREEMENT

BETWEEN

THE STARK AREA REGIONAL TRANSIT AUTHORITY

and

OHIO COUNCIL 8 AND LOCAL 1880

both of

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO



Effective: January 5, 2013
Expires: January 4, 2016

Table of Contents

ARTICLE 1 - INTENT AND PURPOSE	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - TRANSFER OF COMPANY TITLE OR INTEREST	3
ARTICLE 4 - FEDERAL TRANSIT ACT	4
ARTICLE 5 - MANAGEMENT RIGHTS	4
ARTICLE 6 - SUBCONTRACTING	4
ARTICLE 7 - NON-DISCRIMINATION	5
ARTICLE 8 - SEXUAL HARASSMENT	5
ARTICLE 9 - UNION SECURITY AND CHECK-OFF	6
ARTICLE 10 - UNION REPRESENTATIVES	7
ARTICLE 11 - UNION RIGHTS	9
ARTICLE 12 - NO STRIKE/NO LOCK-OUT	9
ARTICLE 13 - SENIORITY	10
ARTICLE 14 - LAY-OFFS	12
ARTICLE 15 - RECALL	13
ARTICLE 16 - GRIEVANCE/ARBITRATION PROCEDURE	14
ARTICLE 17 - WORK RULES AND POLICIES	17
ARTICLE 18 - DISCIPLINE	17
ARTICLE 19 - PROBATIONARY PERIODS	18
ARTICLE 20 - LEAVES OF ABSENCES	19
ARTICLE 21 - ABSENCE CONTROL POLICY	21
ARTICLE 22 - PHYSICAL EXAMINATIONS	23
ARTICLE 23 - SAFETY COMMITTEE	24
ARTICLE 24 - NEW EQUIPMENT	25
ARTICLE 25 - UNIFORMS	25
ARTICLE 26 - BULLETIN BOARD	26
ARTICLE 27 - TRANSPORTATION PRIVILEGES	26
ARTICLE 28 - ACCIDENT REPORTS	26
ARTICLE 29 - ON-THE-JOB INJURY	27
ARTICLE 30 - BUDDY SWITCH PROGRAM	27
ARTICLE 31 - P.E.O.P.L.E. DEDUCTIONS	28
ARTICLE 32 - HOLIDAYS	28

ARTICLE 33 - VACATIONS	29
ARTICLE 34 - LIFE INSURANCE.....	31
ARTICLE 35 - HOSPITALIZATION	32
ARTICLE 37 - OPERATOR'S WORKING CONDITIONS.....	37
ARTICLE 38 - TECHNICIANS AND SERVICES EMPLOYEES	40
ARTICLE 39 - PAY PERIODS	43
ARTICLE 40 - FOUL WEATHER GEAR	43
ARTICLE 41 - WAGES/HOURS	44
ARTICLE 42 - EMERGENCIES	46
ARTICLE 43 - SEPARABILITY AND SAVINGS CLAUSE	46
ARTICLE 44 - COMPLETE AGREEMENT	47
ARTICLE 45 - PART TIME EMPLOYEES.....	47
ARTICLE 46 - DURATION AND TERMINATION	49
LETTER OF UNDERSTANDING.....	50

ARTICLE 1 - INTENT AND PURPOSE

SECTION 1.

This Agreement is made and entered into by and between the Stark Area Regional Transit Authority, hereafter referred to as the "Employer", and Ohio Council 8, of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO and Local 1880 AFSCME, AFL-CIO hereafter referred to as the "Union".

SECTION 2.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation, in the establishment of the terms and conditions of their employment, to establish a peaceful procedure for the resolution of all differences between the parties and to assure that the operation and services of the Employer will be conducted efficiently and effectively.

SECTION 3.

Further, the parties recognize their duty and responsibility to provide the best possible service to the Community.

ARTICLE 2 - RECOGNITION

The Union is recognized as the sole and exclusive representative for all employees of the employer in the following classifications:

- Motor Bus Operators
- Technicians
- Sheet Metal and Body
- Service Employees
- Mechanic/Electrician

ARTICLE 3 - TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give written notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. A copy of such notice shall be sent to the Union.

ARTICLE 4 - FEDERAL TRANSIT ACT

The Employer agrees to conform with all terms and provisions of Section 13-C of the Federal Transit Act, as amended, and the Union agrees to sign all 13-C agreements promptly upon request of the Employer.

ARTICLE 5 - MANAGEMENT RIGHTS

SECTION 1.

It is the exclusive function of the Employer to maintain order, discipline, and to generally operate the Company, to hire, direct the working forces, lay-off employees, suspend, discipline or discharge employees for just cause (provided that a claim by an employee that he has been suspended, disciplined, or discharged without just cause may be made subject to the grievance procedure and dealt with as hereinafter provided) to promulgate and enforce reasonable rules and regulations, to determine the size and duties of the work force, materials and equipment with which the work is to be carried out, to allocate work within the departments, to determine the methods by which its operations are to be carried on and to generally carry out ordinary and customary functions of management and including the rights and responsibilities as set forth in O.R.C. 4117.08(C).

SECTION 2.

These rights are hereby limited by the express terms of this Agreement and the Employer will not use its rights as herein set forth to vary terms and conditions of employment, provisions of this Agreement, nor to discriminate because of Union membership or lawful Union activity.

ARTICLE 6 - SUBCONTRACTING

SECTION 1.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, customarily performed, or hereafter assigned to the collective bargaining unit will be contracted or subcontracted, transferred, leased, assigned or conveyed in whole or in part or any other employer, plant, vendor, person or non-unit employee which would result in the lay-off of present full-time employees, or the curtailment of employees current work week or rate of pay or when there are available, qualified bargaining unit employees on lay-off, or when there are sufficient bargaining unit covered employees available to perform the work within the required time needed to complete the work.

SECTION 2.

It is also understood that this clause does not apply to original warranty work or the use of the Disabled community to the extent they do not replace any

bargaining unit members on any shift or are not used when bargaining unit members are on layoff/recall lists. If the law regarding para-transit services changes, or if SARTA begins to experience legal problems by continuing to operate para-transit services in-house, the Employer shall have the right to propose the contracting out of such services. The Union agrees, it shall consider such a change. If the parties do not agree on revised language to this section, the issue shall go to an independent neutral, chosen by the parties, to render a final and binding decision.

ARTICLE 7 - NON-DISCRIMINATION

SECTION 1.

The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree that there shall be no discrimination against any employee on the basis of age, sex, race, color or creed, disability or national origin.

SECTION 2.

The Employer and the Union recognize the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer or the Union against any employee or any applicant for employment because of membership or non-membership in the Union or because of any lawful activity in an official capacity on behalf of the Union.

SECTION 3.

During the process to identify a reasonable accommodation, the employee has the right to have union representation, if he or she so chooses. The Employer will notify the Union in advance of any reasonable accommodation it proposes to make for the employee. The notice will include information about the nature of the disability and the accommodation. If the Union wants to discuss the proposed accommodation, it will give the Employer a written request for a meeting to discuss the matter within five (5) working days of receipt of the notice. This meeting must be held before any accommodation is made for the employee.

ARTICLE 8 - SEXUAL HARASSMENT

SECTION 1.

The Employer agrees that employees shall not suffer sexual harassment at the workplace. Such harassment is considered a violation of the 1964 Civil Rights Act.

ARTICLE 9 - UNION SECURITY AND CHECK-OFF

SECTION 1.

- A. The Employer agrees to deduct regular Union membership dues, initiation fees and assessments at times and in an amount established by the Union from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The Union will send an authorization form to the Employer. Upon receipt of the proper authorization form, the Employer will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received.
- B. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- C. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period by deducting the proper amount from the pay of the employee to correct said error.
- D. In the event a deduction or deductions are not made due to insufficient wages, the Employer shall make additional deductions upon written verification from the Union. One additional deduction shall be made each pay period for up to eight (8) pay periods.

The Employer agrees to remit an alphabetical list of the name, social security number and current address of employees for whom a deduction was made and the amount of the deduction and an alphabetical list of name, social security number and current address of employees who were dropped from the previous check off list and the reason each was dropped along with a check in the aggregate amount of the deduction to the comptroller of AFSCME, Ohio Council 8 within five (5) days of the payroll date of dues deduction. A copy of these lists of employees shall also be sent to the local Union.

SECTION 2. - FAIR SHARE FEE

- A. All bargaining employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. This condition is effective sixty-one (61) days from the employee's date of hire or the date this agreement is signed by the parties, whichever is later.

- B. The Fair Share Fee amount shall be certified to the Employer by AFSCME/Ohio Council 8, and shall not exceed the dues regularly required of Union members. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction in accordance with State law. The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Comptroller of Ohio, Council 8.

- C. Payment to the Union of the Fair Share Fee shall be made in accordance with the regular dues deductions as provided herein and employees who are not members of the Union are required as a condition of employment to pay the Fair Share Fee. The payment will be accompanied by an alphabetical list of name, social security number and current address of employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted.

ARTICLE 10 - UNION REPRESENTATIVES

SECTION 1.

The Employer recognizes the right of the local Union to designate stewards and alternate stewards from the Employer's seniority list. One such steward shall be designated by the Union as the Chief Steward. It is further mutually agreed that the Union will, within a reasonable time from the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representatives who will deal with the Employer. The authority of the Chief Steward and all other stewards shall be limited to and shall not exceed the following duties and activities which shall, in no case, interfere with the normal operations of the Company:

- A. The investigation, presentation, and processing of grievances with the Employer or its designated representative(s) or other employees.

- B. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, providing such messages and information:

1. Have been reduced to writing, or
2. If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, or any other interference with the Employer's business.

SECTION 2.

- A. The Employer further agrees to pay for time lost from work by one (1) Union representative through all steps of the grievance procedure. The Employer further agrees to pay for time lost from work for two (2) Union representatives at the arbitration hearing. Union representatives shall notify their immediate supervisor and sign a time form (Exhibit No. 2) prior to leaving their work area, indicating approximately how long they will be away when doing Union business.
- B. The Union President may request at least 24 hours in advance reasonable time off from the Employer during normal working hours for the purpose of conducting Union business. The Local Union agrees to reimburse the Employer the amount of wages (including any required deductions) equivalent to the time granted off to the President, prior to issuance of the actual pay. During the President's absence such as vacations, sickness or injury, the vice president shall be permitted such time off. Request for such leave shall not be unreasonably denied.
- C. The Union President and one (1) additional Union member shall be permitted time off each year to attend two (2) Union conventions or conferences in addition to the aforementioned Union business time. The Local Union agrees to reimburse the Employer the amount of wages (including any required deductions) equivalent to the time granted off to the President and the designated member, prior to issuance of their actual pay.
- D. A terminated or suspended employee shall not be allowed to conduct Union business on the Employer's property (this does not include the filing of a personal grievance or attendance at a grievance/arbitration hearing).

SECTION 3.

In addition to the Chief Steward, the President shall have super-seniority for the purpose of lay-off and recall, providing he/she can perform the work available in his/her department.

SECTION 4.

The Executive Board is defined as follows: President, Vice-President, Secretary, Treasurer, Recording Secretary and three (3) Executive Board Members. Within

five (5) days after election, the Union will notify the Employer of the names of the individuals that make up the Executive Board.

SECTION 5.

Under this contract whenever notice is required to be given to the Union by the Authority, notice will be deemed complete if all the following are given notice: Union President and the appropriate AFSCME/Ohio Council 8 Staff Representative or their designee.

SECTION 6. - INVESTIGATION PRIVILEGES

The authorized representative of the local union, Ohio Council 8 and/or International, or their designee shall have access to the Employer's establishment after notification to the appropriate representative of the Employer during working hours for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 11 - UNION RIGHTS

SECTION 1. - PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket lines of Unions party to this Agreement, and including primary picket lines at the Employer's place of business where the same involves significant risk of damage to property or injury to person.

SECTION 2. - STRUCK GOODS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employee or person on strike.

ARTICLE 12 - NO STRIKE/NO LOCK-OUT

SECTION 1.

The Union agrees that neither the Union nor the employees represented by the Union, shall call, sanction, assist or engage in any strike, slow-down, or stoppage of work or operations of the Employer for the duration of this Agreement.

SECTION 2.

The Union will cooperate with the Employer in continuing operations and shall discourage any violations of Section 1.

SECTION 3.

In the event a violation of Section 1 occurs, the Union will make a good faith effort to terminate such activity, to notify employees that violation of Section 1 is not sanctioned or approved by the Union, and to promptly request employees to cease the violation and return to work at once.

SECTION 4.

Notification to employees shall be by any of the following methods:

- Local Press
- Radio Release, or
- Telephone Calls
- Direct Mail

SECTION 5.

In the event a violation of Section 1 should occur without the authorization of the Union, during the term of the Agreement, the Union shall have no liability for damages if it has complied with Section 2 of this Article.

SECTION 6.

Violations of Section 1 by employees shall be proper cause for discharge or other disciplinary action. Such discharge or disciplinary action is subject to the grievance procedure.

SECTION 7.

The Employer or its representatives will not lock-out its employees for the duration of this Agreement. Violation of this section by the Employer or its representatives shall entitle the employee or employees to wages lost due to the lock-out.

SECTION 8.

In the event of a strike or work stoppage, the parties shall be under no obligation to discuss the grievance or dispute allegedly causing strike or work stoppage, or any other grievances, until such strike or work stoppage is terminated.

ARTICLE 13 – SENIORITY

An employee's seniority shall date from the most recent date of hire. In the event two (2) or more employees are hired on the same date, the tie shall be broken by drawing lots.

SECTION 2.

For the purposes of seniority, there shall be three (3) rosters:

- A. Two (2) for the Transportation Department

1. CDL Operator
2. Non-CDL Operator (See Article 37)

B. One (1) for the Maintenance Department.

SECTION 3.

Employees shall not hold seniority in more than one (1) department. Seniority shall not be transferred to another department for any employee who transfers voluntarily to another department within the bargaining unit.

SECTION 4.

Seniority shall be broken by:

- A. Discharge
- B. Resignation
- C. Layoff/Absence
 1. Layoff or absence for off-the-job illness or injury after a period of six (6) months or employment duration (whichever is greater) for an employee with less than one (1) year of service at the time of layoff or commencement of such absence.
 2. Layoff after a period of three (3) years for employees with one (1) or more years of service at the time of layoff or commencement of such absence.
 3. Absence for off-the-job illness or injury after a period of one (1) year for any employee with one (1) year or more years of service at the time of such absence.
 4. Absence for on-the-job illness or injury after a period of six (6) months or employment duration (whichever is greater) for an employee with less than one (1) year.
 5. Absence for on-the-job illness or injury after a period of three (3) years for an employee with one (1) or more years of service at the time of such absence.
- D. Unexcused failure to return to work within fourteen (14) days after receipt of notice of recall from layoff.
- E. Failure to return to work after expiration of a formal leave of absence.

- F. Any employee who fails to report to work for three (3) consecutive working days and does not properly notify the Employer by 5:00 p.m. on the third day, then such employee will be considered as having quit his/her job, unless it is proven by the employee that notification was beyond his/her control.

SECTION 5. - SENIORITY ROSTER

A seniority roster for each department shall be maintained and posted in a conspicuous place for each department once every six (6) months. After such list has been posted for a period of fourteen (14) working days, the seniority dates shown shall not be contested.

SECTION 6.

Once during the term of this Agreement, an employee may accept a permanent position with the Employer which is not in the bargaining unit. He/she shall retain seniority status in the former position for a period of sixty (60) days from the date of transfer.

ARTICLE 14 - LAY-OFFS

SECTION 1.

When it becomes necessary to reduce the number of employees, lay-offs shall be made in inverse order of departmental seniority. Seniority shall prevail provided that the remaining employee involved is qualified to perform the work available. Employees contesting lay-off may grieve the question of whether or not they are qualified to perform the job of a less senior employee retained.

SECTION 2.

Employees shall be given bulletin board notice of the lay-off stating the effective date. Such notice shall be given at least fourteen (14) calendar days prior to the date the lay-off is to become effective, if practicable.

SECTION 3.

In the event a lay-off of drivers occurs, a maximum of four (4) senior drivers during the term of this Agreement, upon proper notification to the Authority, may elect to take a voluntary lay-off and permit a junior driver to work. It is understood that no more than four (4) senior drivers may make such election and such elections shall be granted on the basis of the seniority of those senior drivers so electing. The election by a senior driver must be made one (1) week prior to the point of lay-off and the Employer will then give written notice to those employees to be laid off.

SECTION 4.

In this event, the voluntary lay-off would extend for a ninety (90) day period and such senior driver would not be returned to work until all employees are recalled

to work or the ninety (90) day period expires, whichever comes first. The vacancy created by the voluntary lay-off of a senior driver would be worked as a hold-down. When the voluntarily laid-off driver returns, he/she will work the extra board. Only one voluntary lay-off may be taken by an employee in a twelve (12) month period.

SECTION 5.

All employees returning from layoff shall either be placed on the Extra Board or will be assigned work within their classification until the next scheduled sign-up.

SECTION 6.

Maintenance requests for voluntary lay-off may be granted if the Employer determines that the ability is not needed.

SECTION 7.

- A. During a layoff, part time employees shall be laid off first; however, part time assignments may be offered on a voluntary basis to full time employees to avoid layoff. If full time employees do not accept any part time assignments, the Employer may recall part time employees to such position(s). Recall rights and/or unemployment compensation shall not be affected by an employee's decision not to accept available part time work.
- B. Part time employees shall not be used to displace full-time employees.

ARTICLE 15 - RECALL

SECTION 1.

In the recall of bus Operators who have been laid off, the reverse shall apply. In the recall of maintenance personnel, a mechanic or sheet metal/body employee may perform the job of a less senior service employee, and will be paid wages in that capacity. If a mechanic or sheet metal/body positions becomes available and a mechanic or sheet metal/body employee is employed in the service capacity, that employee shall have priority for the available position over a mechanic or sheet metal/body employee with less seniority.

SECTION 2.

The recall of employees shall be as follows: The Employer will notify the employees (by certified mail) at the employees' last known address. Employees recalled to work must notify the Employer of their intention to return to work within three (3) work days after receipt of said notice. The employee must physically report to work within fourteen (14) days after receipt of such notice,

unless there is a legitimate medical reason not to physically report, verified by a Doctor's slip, or forfeit their seniority and recall rights hereunder.

SECTION 3.

No extensions shall be granted under the above described Recall procedures.

ARTICLE 16 - GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1.

A grievance is defined as a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement.

SECTION 2.

The parties recognize that it is important that grievances be processed and resolved as rapidly as possible, therefore, the number of days indicated at each step of the grievance procedure below shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the Employer and the Union.

SECTION 3.

Grievances meeting the above definition shall be processed in the following manner:

Step One

An employee must notify his appropriate Supervisor within fourteen (14) days after the occurrence of the event giving rise to the grievance, or within fourteen (14) days of when the employee should reasonably be expected to have knowledge of the occurrence, but in no case may such notification of grievance be given more than thirty (30) days after the occurrence giving rise to the grievance. The Supervisor shall meet with employee and the Union Steward, within fourteen (14) days. The Supervisor shall answer the grievance in writing within five (5) working days of the meeting, and forward a copy of the response to the Union.

Step Two

If the grievance is not satisfactorily settled at Step One, it shall be presented in writing within seven (7) days to the affected Department Head. Within five (5) days, the affected Department Head, or his designee shall meet with the Union President, or his designee and/or the Chief Steward. If requested by the local Union, this meeting shall be scheduled through the Ohio Council 8 offices to allow the Union Staff Representative

the opportunity to be present. In any event, a Staff Representative of Ohio Council 8 may also be present at any Step 2 meeting. Within five (5) working days after the Step Two meeting, the affected Department Head shall give a written answer, as defined by Step One, to the Union.

Step Three

If the grievance is not satisfactorily settled at Step Two, it shall be presented to the Executive Director, or designee (Employer's Labor Relations Representative) within ten (10) days after the receipt of the Step Two answer and referred to the next monthly grievance meeting for a final attempt at resolution prior to arbitration. Once each month, as needed, the Employer and the Union shall schedule a meeting to discuss Step Three grievances filed from the previous month. The Executive Director, or designee (Employer's Labor Relations Representative) and Union Staff Representative, President and Chief Steward shall be in attendance to consider the grievance(s). Within ten (10) days after the Step Three meeting, the Employer's Labor Relations Representative shall give a written answer, as defined by Step One, to the Union's Staff Representative, and provide a copy of such answer to the Local Union.

Step Four

- A. If the grievance is not satisfactorily settled at Step Three, the Local Union may, within thirty (30) days, submit the matter to arbitration by written notification. After receipt of the appeal to arbitration from the Local Union, the Staff Representative from Ohio Council 8 shall meet within ten (10) calendar days thereafter with the Employer's Representative and attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall within ten (10) calendar days after the meeting, submit a request to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) for a panel of nine (9) arbitrators to each party and the Arbitrator shall then be chosen by the alternate strike method. Either aide may one-time reject the list entirely and request a second panel of Arbitrators. The fees and expenses of the Arbitrator shall be borne equally by the parties.
- B. The Arbitrator shall have no authority to add, subtract from, or modify in any way, any provision of this Agreement. The Arbitrator shall issue a decision within thirty (30) days after submission of the case to him. In instances where the Employer objected to arbitration and the Union chose to proceed, the first question to be placed before the arbitrator will be that of arbitrability. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator, on the same day.

- C. All decisions of arbitrators consistent with Step Four of the Grievance Procedure, and all pre-arbitration settlement agreements reached by the Union and the Employer shall be final, conclusive and binding upon Employer, the Union and the employees. Provided, that a grievance may be withdrawn by the Union at any time during the Grievance Procedure and the withdrawal of any grievance shall not be prejudicial to the position taken by parties as they relate to that, or any other grievance.

SECTION 4.

Unless the parties agree on a different procedure, only one grievance may be submitted to the Arbitrator at any one hearing.

SECTION 5.

The decision of the Arbitrator shall be in writing and served upon the Employer and the Union. Under no circumstances may the Arbitrator award a monetary remedy for a period prior to thirty (30) days of the filing of the grievance. A back pay award shall be reduced by any compensation that an employee would not otherwise have earned while working as an employee of the Employer, including unemployment compensation.

SECTION 6.

Written grievances not processed in accordance within the time limits specified herein shall be considered settled on the basis of the Employer's last answer. Grievances not answered by the Employer within the time constraints of this Article shall advance to the next step. Extensions of time limits shall be by mutual agreement and must be verified in writing and signed by the parties.

SECTION 7.

A policy grievance is a grievance filed by the Union relating to a single common issue or event covered by this Agreement. The grievance form shall set forth the details of the grievance, i.e., the facts upon which it is based, the section and/or Article(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. Such grievances may be presented at Step Three of the Grievance Procedure.

SECTION 8.

It is important that the employee's grievance(s) regarding unjust or discriminatory suspension and/or discharges be handled promptly. Therefore, all such disciplinary actions may be reviewed through the Grievance Procedure beginning at Step Two. Grievances regarding contract interpretation may also be reviewed beginning at Step 2.

SECTION 9.

For purposes of this Article, all written grievances must be signed by the grievant, except grievances defined in Section 7 of this Article, in which case, the grievances may be signed by an officer or Steward of the Union.

SECTION 10.

The grievant shall receive pay for time lost from work (if any), in Step One of this Grievance Procedure.

ARTICLE 17 - WORK RULES AND POLICIES

SECTION 1.

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

SECTION 2.

Prior to implementing a new work rule or regulation, the Employer will provide the Union with a copy of it, allow the Union five (5) work days to review it, and shall meet with the Union to discuss the new rule or regulation if the Union so requests.

SECTION 3.

The Union reserves the right to challenge the effect of any rule or regulation through the grievance procedure.

ARTICLE 18 - DISCIPLINE

SECTION 1.

The Employer shall have the right to discharge, suspend or otherwise discipline any employee only for just cause, without limitation upon any right to discharge or discipline expressly provided for elsewhere in this Agreement.

SECTION 2.

Employees will not be disciplined or reprimanded in public or over the bus radio. No disciplinary action will be taken against an operator based on a complaint of any non-employee unless the complaint is made in writing and signed by the complaining non-employee. If disciplinary action is to be taken on the basis of such complaint, the driver must be notified within five (5) working days of receipt of the complaint.

SECTION 3.

A. A report made by a supervisor concerning an employee's conduct or performance, which could lead to later discipline, must be written within

five (5) working days of the event(s), and submitted to the appropriate Department Head.

- B. The matter must be brought to the attention of the employee concerned or the Union as soon as practicable.
- C. In the event a grievance proceeds to the second step, the local Union President and the AFSCME/Ohio Council 8 Staff Representative must be provided, upon requesting, a copy of any written report or complaint which led to the discipline.

SECTION 4.

- A. Prior to any disciplinary action taken by the Employer, the Employer shall notify the affected employee and the Union in writing and a hearing will be held.
- B. The employee and the Union shall receive a copy of any written disciplinary action within two (2) working days of the date the disciplinary action is taken. Notice to the Union is complete if communications are made to the Local Union President or his designee, and the AFSCME/Ohio Council 8 Staff Representative. Notice to the employee is complete upon personal delivery or by Regular U.S. Mail to employee's last known address on record with the Authority.
- C. Discipline will be imposed within thirty (30) days following the Employer's awareness of the event giving rise to the discipline, unless delayed due to circumstances beyond the control of the Employer.

SECTION 5.

If the employee so requests, he may have a Union representative present at the time he is disciplined.

SECTION 6.

Warning notices and/or disciplinary action for any offenses shall not remain in effect for more than two (2) years from the effective date.

ARTICLE 19 - PROBATIONARY PERIODS

A new employee shall work under the provisions of this Agreement, but shall be employed only on a one hundred and fifty (150) calendar day probationary period, during which period he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Prior to discipline or discharge, the employer shall notify the affected employee and the Union. Notice to the Union is complete if communications are made to

the Local Union President or his designee, and the AFSCME/Ohio Council 8 Staff Representative. Notice to the affected employee is complete upon delivery of written notice to the employee or upon mailing by regular U.S. mail to employee's last known address on record with the Authority.

This one hundred and fifty (150) calendar day probationary period may be extended for up to thirty (30) additional work days upon mutual written agreement by the parties. After completion of the probationary period, the employee shall be placed on the regular departmental and Company seniority roster.

ARTICLE 20 - LEAVES OF ABSENCES

SECTION 1. - PERSONAL LEAVE

Any employee desiring a leave of absence must submit a written request for such leave to the appropriate Department Head or his designee. If the Employer determines the reason to be justifiable, the leave of absence may be granted. Such leave of absence shall not exceed ninety (90) calendar days. During the period of absence, the employee shall not engage in any gainful employment without prior approval of the Employer. This leave may be extended by an additional ninety (90) calendar days upon written request by the employee and concurrence by the Employer.

SECTION 2. - IMMEDIATE FAMILY

Immediate family shall be defined as an employee's mother, father, a person who has been in loco parentis to the employee, spouse, child, brother, sister, grandparent, grandchildren, mother-in-law, or father-in-law.

SECTION 3. - BEREAVEMENT LEAVE

Any employee who is absent from work during the normal work week because of death of his mother, father, past legal guardian, spouse, brother, sister, child, grandparent, grandchild or current father or mother-in-law shall be paid for time lost by reason of such absence for three (3) scheduled working days which must include either the day of death or day of funeral. Pay for such absence shall be based on eight (8) hours at his or her straight time hourly rate. Proof of attendance at the funeral and/or past legal guardianship may be required.

SECTION 4. - MILITARY LEAVE

- A. An employee shall be granted an extended leave of absence without pay for military duty in accordance with state and federal law and, after discharge, shall be restored to employment with the Employer upon request, in accordance with state and federal law.
- B. Employees who are drafted or who enlist in United States Armed Forces shall be granted a one (1) day leave of absence with pay for the purpose of taking a military physical. Upon return from military leave, an employee will be

reinstated at the current applicable rate of his job classification in accordance with law and the provisions as set forth herein.

- C. A non-probationary employee with the Employer who is temporarily called to active duty (e.g. summer training, Reserves), shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his service pay, upon receipt of a service pay voucher, for a period not to exceed one hundred and seventy six (176) hours in any calendar year and, further, shall accumulate vacation and sick leave with pay credit during the period of such leave.

SECTION 5. - JURY DUTY/COURT LEAVE

- A. Any employee who is called or serves as a juror in any court of record shall be paid an amount equal to the difference between what he receives as such juror and his normal rate of pay.
- B. Any employee who is subpoenaed by the Authority in a case involving the Authority as a party will receive up to two (2) days pay for actual time lost on the job over the two (2) days in an amount equal to the difference between what he receives as a witness and his normal rate of pay, provided the employee submits a copy of the subpoena to the Authority.

SECTION 6. - UNION LEAVE

- A. An employee with one (1) or more years of service who accepts a full-time position with the International Union or the Council by election, appointment, or hire shall be granted a leave of absence for such position which shall be renewed on a yearly basis limited to a maximum of one (1) bargaining unit member at a given point in time.
- B. If an employee remains with international or council for more than one (1) year, his/her seniority shall be frozen after one (1) year.
- C. Failure to comply with paragraph 1 will result in the leave of absence being terminated and the employee shall be sent a certified letter advising him/her that his/her leave of absence will be terminated five (5) days from the delivery or attempted delivery of such letter.
- D. The employee must make suitable arrangements for the continuance of Health and Welfare and/or Life and AD&D payments when leave is approved if employee wishes to continue his Health and Welfare or life insurance benefits during the leave of absence at the current group rates.

ARTICLE 21 - ABSENCE CONTROL POLICY

SECTION 1. - EXCUSED ABSENCE

- A. Employees may be excused for reasons not in this contract at the discretion of the employee's supervisor if requested in writing. These excused absences will be based on availability of Operators to cover the employees' assignment and will be reflected in the employees' files as an excused absence.
1. Medical family emergencies for their immediate family (spouse, child, stepchild, parent, brother or sister).
- B. The following conditions (terms) are set forth for the granting of excused time:
1. No more than one (1) employee will be granted excused time on a given day, unless otherwise determined by the Director, Transportation, or the Director of Maintenance.
 2. Employees may use floating holidays as specified in Article 32 Section 8.
 3. If an employee does not return to work on the day following his/her excused day, he/she will be charged with an unexcused absence.
- C. Court ordered subpoenas and workers compensation hearings will be excused with proper notification as provided in this contract.

SECTION 2. - UNEXCUSED ABSENCE

An absence wherein an employee fails to call in within the proper guidelines, has no acceptable written documentation, and does not provide an acceptable excuse to his supervisor is considered an unexcused absence.

SECTION 3. - DISCIPLINE

For the purpose of discipline, SARTA will not count the following days as unexcused absences and/or lose-outs; legal holidays, vacations, regular days off and other contractual days as agreed by SARTA and employee.

As specified in Article 21, Section 3 of this contract, discipline for absence or lose-out violations or any combination thereof will be as follows:

1 st unexcused absence, tardy or lose-out	No Action Required, however Operators incurring a first lose-out may be assigned any
--	--

	work available at the discretion of the dispatcher on duty.
2 nd unexcused absence, tardy or lose-out	Written Notification of 2 nd occurrence, however Operators incurring a second lose-out within 30-day period from the date of the last incident, may be assigned any work available at the discretion of the dispatcher on duty.
3 rd unexcused absence, tardy or lose-out	Written Notification of disciplinary action, however, Operators incurring a third lose-out within 30-day period from the date of the last incident, may be assigned any work available at the discretion of the dispatcher on duty.
4 th unexcused absence, tardy or lose-out	Two (2) Working Day Suspension
5 th unexcused absence, tardy or lose-out	Five (5) Working Day Suspension
6 th unexcused absence, tardy or lose-out	Fifteen (15) Working Day Suspension and Probation (150 calendar days. None of the unexcused absences, tardies or lose-outs will drop off until the 150 calendar day probation has expired.
7 th any major infraction, unexcused absence, tardy or lose-out	Discharge

For purposes of this provision, "30-days" will be counted from the last lose-out.

Notwithstanding the above provision, any employee accumulating seven (7) or more unexcused absences or lose-outs, or any combination thereof, in a twelve (12) month period may be terminated or discharged. **Any employee can be terminated if any attendance infraction occurs during the 150 calendar day probation.**

Operators missing an assignment must call and/or report to the dispatch within two (2) hours of scheduled start time. Failure to report to dispatcher during the prescribed time will result in one additional unexcused absence or lose-out charged to the employee. On Mondays, employees must call and/or report to the dispatch within one (1) hour before scheduled start time, so long as the scheduled start time is 5:00 a.m. or earlier. Operators calling off work must call to the dispatcher two (2) hours prior to the scheduled start time. On Mondays, employees calling off work must call to the dispatch one (1) hour before scheduled start time, so long as the scheduled start time is 5:00 a.m. or earlier.

Note: SARTA Human Resources division will retain all incidents of excused and unexcused absences for record keeping and tracking purposes.

SECTION 4. - PATTERN ABUSE (ABSENTEEISM)

Employees may be disciplined apart from Section 3 if a pattern of absenteeism abuse is established by the Employer. This Section does not apply to absences covered under FMLA. Examples of patterns of abuse are as follows:

- A. Absences occurring repetitively before or after weekends or holidays.
- B. Absences occurring repetitively immediately before or after paydays.
- C. Absenteeism causing individual work performance and/or operational needs to suffer.
- D. Absences occurring repetitively during certain times of the week, month or year that do not qualify for the FMLA.
- E. Absences that coincide with the discipline provisions of Section 3. (For example, three 2-day suspensions within a six month period).

SECTION 5. - ON-THE-JOB INJURY

- A. Absences that occur as the result of an on-the-job accident shall not be counted as an occurrence provided the absence immediately follows the on-the-job accident or occurs prior to the end of the employee's work shift and is directly attributable to the accident.
- B. Furthermore, an employee shall not be charged with an unexcused absence if the employee experiences an absence within thirty days of his/her return to work from the original on-the-job injury providing that documentation is provided indicating the absence is directly related to the original occurrence and the absence is compensated through Worker's Compensation.

SECTION 6.

This policy shall not be incorporated with any other policies or rules for disciplinary action to be taken against an employee, unless otherwise specified herein (see Section 3). The procedure as outlined for lose-outs, tardy(s) and absences shall apply equally for occurrences that arise on a day outside the regular work week when the employee has agreed to work.

ARTICLE 22 - PHYSICAL EXAMINATIONS

SECTION 1.

As a condition of continued employment, a recall from layoff, or return from leave of absence, if an illness or injury extends for three (3) weeks or beyond or if an employee is suspected of abusing illness or injury related leave, the Employer may require an employee to submit to the reentry requirement as stipulated in the Employer's Drug and Alcohol policy and/or medical examination by its or the employee's physician. The Employer will pay the prevailing fee charged for

the purpose of determining whether he is mentally and physically fit for continued employment. In the event the employee disagrees with the conclusion of the Employer's physician, he may, at his own expense, submit to a physical examination by a physician of his choice. If the Employer and the employee's physician agree, their decision shall be final. If the Employer's and the employee's physician disagree, the dispute may be referred to a medical clinic or neutral doctor selected by the Employer and the Union for final determination of whether the employee is physically and mentally fit for continued employment. The fees of the third party shall be borne equally by the Employer and the Union. The Employer agrees to notify the Union when an employee is advised to have this physical examination.

SECTION 2.

In addition to the above, when the Employer requires employees periodically to submit to a comprehensive physical examination, the employees shall be compensated for one hour at regular hourly rate for the time in attending such examination, irrespective of the time actually spent by the employee.

SECTION 3.

Additional reports shall be required if the illness or injury extends beyond the reasonable and customary time frame for recovery or if an employee is suspected of abuse.

SECTION 4.

Failure to comply with the provisions set forth in this Article may be cause for disciplinary action.

ARTICLE 23 - SAFETY COMMITTEE

SECTION 1.

A Safety Committee, consisting of up to three (3) employees designated by the Union and up to three (3) Management members, designated by the Employer, shall be established. The Safety Committee shall meet no less than once per calendar quarter.

SECTION 2.

The purpose of the Safety Committee shall be to advise the Employer concerning working conditions and practices and recommend to the Executive Director ways in which a safe working environment can be maintained. In the performance of its duties, the Safety Committee shall consider existing practices and rules relating to safety and health.

SECTION 3.

No employee will be required to accept any assignment which involves dangerous conditions or unsafe equipment likely to cause serious injury to person or

damage to property. Any refusal to accept an assignment on such grounds shall be subject to an immediate meeting between the employees involved, a Union representative, and/or any other available employee, and the appropriate Employer representative. In the event an operator is fined for lack of proper functioning of required equipment on any Employer vehicle, the Employer agrees to reimburse the employee for said fine if, prior to departure, the operator notifies the Employer in writing of such deficiency and the Employer directs that the equipment be operated notwithstanding. The Employer retains sole authority to determine load capacity of its vehicles, if not in excess of manufacturer's specifications.

SECTION 4.

All heaters and defrosters will be kept in good working order. Air conditioners will be kept in good working order when possible; but malfunctions of air conditioners will not preclude use of any bus with operable windows.

ARTICLE 24 - NEW EQUIPMENT

SECTION 1.

Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after ratification of the contract within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

SECTION 2.

- A. When new buses or equipment are put into operation and the Employer conducts training classes, holds seminars, for which the employee is required to attend during time for which he is not otherwise paid, the Employer will pay said employee for all time spent at the applicable rate.
- B. Periodically, SARTA will conduct on-going training for all employees to improve operating efficiency and effectiveness. All required (job improvement) training will be paid at prevailing wages based on a forty (40) hour workweek. This training will be a condition of continued employment.

ARTICLE 25 - UNIFORMS

Upon completion of initial training, all employees will be entitled to the following uniform allowance annually as required by the Stark Area Regional Transit Authority, at no cost to employees:

- A. Five (5) Shirts (Operators have the option of choosing short or long sleeve)

B. Three (3) Pants

C. One Jacket

ARTICLE 26 - BULLETIN BOARD

The Union may post proper and legitimate notices in the Employer's garage, driver's room and downtown office pertaining to Union business on bulletin boards provided and reserved for the sole use of the Union provided that:

- A. Notices or other writings may not contain anything political;
- B. Notices or other writings may not contain anything critical of this Employer, its officials, or any other fellow employees;
- C. Upon request from the Executive Director or his/her designee, the Union will remove, as soon as possible, any notice or writing that the Employer believes violates this article; and
- D. The Union reserves the right to grieve the Employer's request to remove any disputed notices or writings under the terms of this contract.

ARTICLE 27 - TRANSPORTATION PRIVILEGES

All of the Employer's employees, their spouses and dependent children according to IRS regulations, shall be entitled to free transportation over all regular fixed route service. This privilege to ride will be according to the rule and procedures governing bus rides by employee dependents.

ARTICLE 28 - ACCIDENT REPORTS

SECTION 1.

Any Accidents or Incidents in any way related to the operation of the Employer's vehicle shall be reported immediately to the dispatcher and according to the guidelines of the Bureau of Motor Vehicles. Additionally, a fully completed report of the accident/incident must be turned in to the dispatch office no later than twenty-four (24) hours following the time of the accident/incident. Any operator, after submitting full, complete, and proper report, who shall be required to appear at the office or in court for additional report or examination, shall be paid for time based on a forty (40) hour workweek. Operators must immediately report all disturbances/altercations on any bus to the Dispatcher on duty. The Dispatcher will inform the operator if a report will be required for the incident. Operators will be paid for thirty (30) minutes for all completed accident/incident reports.

SECTION 2.

Any employee required to make out such an accident/incident report shall be paid thirty (30) minutes time at the employee's regular rate of pay, provided he makes out the accident/incident report to the satisfaction of the Department Head. In addition, each employee shall fully cooperate with the insurance carriers, its agents, the Authority and its agents regarding any accident/incident in which the employee is involved.

ARTICLE 29 - ON-THE-JOB INJURY

Any employee who receives an injury on the job and requires medical attention and returns to work or is prevented from finishing his work day will be paid their full day's wage for the day in which such injury occurs. If requested by the Employer, medical proof must be provided if an employee is unable to return to work.

ARTICLE 30 - BUDDY SWITCH PROGRAM

SECTION 1.

Employees of the Company shall be able to switch days off of with other employees consistent with the following procedures:

- A. It is the sole responsibility of the employee to find a "buddy" to switch days off with;
- B. The Employer will have no responsibility or liability for the switch, including finding buddies, etc.;
- C. In order to take advantage of the "Buddy Switch" Program an employee must:
 1. Find an employee in the same classification who has the day off they need and is willing to switch duties. For mechanics, a lower classified mechanic may switch with a higher classified mechanic provided there is a "Mechanic A" on each shift. For all other employees, it must be within the same classification;
 2. Fill out form BSP-01/93 (Exhibit No. 1), in full;
 3. Turn in the form no later than seventy-two (72) hours prior to the earliest day of the switch to Dispatch; (for example, if the switch is for Thursday with a start time of 6:00 a.m. and Friday with a start time of 7:00 a.m.; the Form must be turned in 72 hours prior to Thursday, 6:00 a.m. or, in other words by Monday at 6:00 a.m.).
- D. Each employee, involved in the switch must understand:

1. Each employee is fully responsible for the run, route, date and time that is agreed upon for the switch;
 2. If the "switch" employee does not fulfill his duties, that employee will incur a lose-out, occurrence, etc., as appropriate; the employee switched with will not be held responsible for the other employee's error provided that employee completed his/her switch assignment.
 3. Employees involved in the switch will be paid at the rate of the switched run only.
 4. Employees must not use the "buddy" switch as a method for accruing over time. Pattern of use in this manner will be considered an abuse of this privilege.
- E. Any employees abusing the "Buddy System" may be denied any request for same by the dispatcher.

ARTICLE 31 - P.E.O.P.L.E. DEDUCTIONS

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the authorization card no later than the tenth (10th) day following deductions. The Local Union President shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 32 - HOLIDAYS

SECTION 1.

For the purpose of this Agreement, New Year's Day, , Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday, and four (4) floating holidays and Martin Luther King Day (floating holiday) shall be considered holidays. All non-probationary full-time employees shall be entitled to holiday pay.

SECTION 2.

In order to be entitled to holiday pay, an employee must have completed his/her work assignments for his/her last scheduled work day prior to and his/her first scheduled work day following the holiday unless his/her absence results from proven illness or is mutually agreed to.

SECTION 3.

In the event a holiday(s) falls within an employee's vacation, he will be granted an additional day's pay.

SECTION 4.

Hours paid pursuant to this Article during which an employee would otherwise have worked, shall be treated as hours worked for the purpose of computing overtime and qualifying for the weekly guarantee.

SECTION 5.

Employees working on any holiday shall be paid at one and one-half times their regular straight time hourly rate in addition to holiday pay with the exception of the floating holidays.

SECTION 6.

Notwithstanding Section 2 of this Article, employees shall be paid holiday pay for holidays occurring within the first seven (7) days of disability due to an on-the-job injury.

SECTION 7.

In any week in which a holiday falls, an employee will receive the eight (8) hours straight time, provided that such employee reports for and works each scheduled day and meets all of the other qualifying factors regarding holiday pay. Regular work hours will cease at 6 p.m. on Christmas Eve. Anything over that time will be paid overtime.

SECTION 8.

Each employee will also be granted five (5) floating holidays per contract year. Employees electing to take the holiday will be paid eight (8) hours straight time. Such floating holiday will be requested no more than fourteen (14) days in advance and will be granted in the order requested. The Employer will guarantee up to two (2) floaters per work day. The Employer will provide a book at the dispatch office in which an employee can register in ink for the days they wish to be off. Operators are required to submit a leave request when they sign the book.

ARTICLE 33 - VACATIONS

For the purposes of calculating employee vacations, all vacation calculations shall be based on the employee's total years of service for the current year. An employee would be eligible to use their vacation earned in the current year on January 1.

Any employee who leaves the employment of SARTA, will be paid their entire vacation earned for that year. Employees that are terminated from employment with the authority may not be eligible for vacation time upon separation. The following represents vacation entitlement for all Union employees:

Years of Service

Weeks of Vacation

Less than 6 months	0 weeks
6 months but less than 18 months (1 ½ yrs.)	1 week
18 months but less than 66 months (5 ½ yrs.)	2 weeks
66 months but less than 174 months (14 1/2) yrs.)	3 weeks
174 months but less than 234 months (19 ½ yrs.)	4 weeks
234 months but less than 294 months (24 1/2) yrs.)	5 weeks
294 months or more	6 weeks

Only years of service at SARTA and its predecessors will be counted toward vacation eligibility. Prior service at any other government agency or employer shall not be counted toward vacation eligibility.

SECTION 2.

Vacation pay will be based upon the regular hourly rate and the Employee shall be paid the minimum of forty (40) hours per week. In order to be entitled to full vacation pay the employee must have completed in whole at least 180 scheduled work days in the preceding year. Scheduled vacation, holiday, bereavement, or other approved paid time off will be considered time worked for the purposes of calculating the 180 work days. Time lost due to an industrial injury with this company shall be considered as days worked for the purpose of determining vacation accruals.

SECTION 3.

Employees may select vacations in accordance with seniority. A minimum of five (5) Operators will be permitted to select the same vacation week during the vacation year and a minimum of two (2) employees per day shall be let off for individual day request. An employee may sign up to ten (10) individual vacation days with a minimum of fifty percent (50%) of individual vacation days out of his/her vacation entitlement. In the Transportation Department, an employee may only sign up for one (1) Friday, one (1) Monday, and one (1) Saturday. No restrictions will be applied in the Maintenance Department other than manpower requirements. The individual scheduled days off may not be canceled. The remaining days of the employee's vacation entitlement may be utilized pursuant to Section 4 of this Article. During the month of November, the Employer will post a selection list for vacation weeks/day available for the next calendar year. Vacation bid will start two (2) weeks prior to the general sign up. All employees desiring to take vacation leave will bid their selection at the scheduled sign-up time in person or by proxy form. The number of employees who may be absent for one week period will be determined by the Employer. Bid vacations week are protected weeks and will not be altered or overwritten by any other request for time off regardless of seniority ranking.

The Employer may at its discretion request for vacation buy back from employees. Operators will not be allowed to sign up for more weeks than they have at the time of the sign up or vacation bid.

Any Operator wishing to cancel their bid may do so by providing the Director, Transportation with written notification of desire to cancel. Request to cancel bid vacations will only be granted under extenuating circumstances. A request to cancel vacation bid does not guarantee it will be granted. The Director, Transportation must respond to the requester, in writing, at least seven (7) days prior to start of bid.

Operators may trade vacation bids as specified in Article 30 Section 1-(Buddy Switch). The Operators must present to the Dispatch written documentation signed by both Operators conducting the trade and indicating what weeks they are trading.

SECTION 4.

Upon completion of vacation sign up or bid vacation days has been scheduled as described in the preceding section, employees may request additional vacations at other times. Such vacation leave requests will be made no more than fourteen (14) days in advance and will be granted in the order requested. Regardless of seniority, no employee may preempt a vacation period which another employee has already been granted. Employer will provide a book at the dispatch office in which an employee can register in ink for the days they wish to be off. Operators are required to submit a leave request when they sign the book.

SECTION 5.

In the Maintenance Department at the time of sign-up, a minimum of two (2) technicians and one (1) service person shall be permitted to select the vacation weeks for the months of June, July or August. The remainder of the year a minimum of two (2) employees from the Maintenance Department may select the same vacation week.

SECTION 6.

An employee may cash out up to four (4) vacation/floater days each calendar year. Cash outs can only be made during the general signup held four (4) times each year as outlined in Article 37, Section 2 (March, June, September, and December) and will be provided an opportunity to apply for a cash out for a maximum of four (4) vacation/floater days each calendar year.

ARTICLE 34 - LIFE INSURANCE

SECTION 1.

All full-time employees who have completed their probationary period shall be entitled to the insurance benefits hereinafter described:

Non-Preferred (4 th Tier)	\$50.00	\$95.00
--------------------------------------	---------	---------

Please note the description for all classification of prescription medication.

1 st Tier is defined as all generic drugs (subject to SARTA's plan limitation)
2 nd Tier is defined as preferred Brand name drugs (heart medication, anticonvulsants, cancer medications)
3 rd Tier is defined as preferred Brand name drugs that are considered to increase the quality of life or a life style modification drug that is not necessary to sustain life (allergy medications, pain medications)
4 th Tier is defined as non-preferred Brand name drugs.

Generic drugs will be prescribed solely and exclusively unless a brand name drug is medically necessary. In the event there is a dispute between the employee's treating physician and the Plan Administrator, then the dispute will be referred to a qualified independent medical examiner for a decision, which will be binding to both parties. If a generic equivalent is not available, the member will be responsible for the allowable co-pay under the preferred name brand category.

Deductible (Network)	\$500/\$1000
Coinsurance (Network)	90%
Out of Pocket Max (Network)	\$1500/\$3000
Deductible (Non-Network)	\$500/\$1000
Coinsurance (Non-Network)	70%
Out of Pocket Max (Non-Network)	\$2500/\$5000
Office Visits (Network)	\$10 Co-Pay
Office Visits (Non-Network)	Deductible + 30%
Urgent Care	100% paid
Emergency Room Visit Co-Pay	100% for Emergency \$50 co-pay for non-ER
Inpatient Facility (Network)	Subject to Deductible + 10%
Inpatient Facility (Non-Network)	Subject to Deductible + 30%

SECTION 3.

Starting July 1, 2013 and pro-rated to \$250.00 for 2013 only:

- A. Full time employees shall contribute \$500.00 per year to the insurance premium. Said payment shall be made through payroll deduction in equal amounts spread throughout each pay for the fiscal year.

- B. Employees that participate in a wellness plan designed jointly by the Union and Company will be credited \$350.00 toward their premium pro-rated to \$175.00 for 2013 only.
- C. If the joint committee cannot agree to the design of the plan within 90 days of the signing of the contract, the parties will appoint a third party to review and cast a deciding vote to design of the plan within 120 days of signing this contract.

SECTION 4.

The Employer agrees to contribute to the Ohio AFSCME Care Plan for the purpose of providing vision, dental and hearing care benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the fund and all applicable Federal and State laws. Effective January 4, 2013, contributions shall be made on the first (1st) day of the month at the rates of \$6.75 (Vision 1 Plan), \$34.00 (Dental 2A Plan), and \$.50 (Hearing) for a total of \$41.25 per month for each full time bargaining unit employee.

SECTION 5.

- A. In the event an employee ceases active employment, weekly indemnity insurance will automatically terminate the last day worked.
- B. All other insurance coverage will terminate at the end of the month of the last day worked, except as noted below.
- C. The Employer agrees to extend at its cost the insurance benefits set forth herein in Section 2 for a period of six (6) months from the onset of each absence due to an occupational or non-occupational illness or injury, for both the employee and his/her family. If the employee wishes to continue this coverage beyond the six (6) months, he/she must make arrangements with the payroll department to pay for such coverage at current group rates.
- D. To be eligible for an additional extension of such coverage for the same illness or injury employee must have returned to work and worked for at least thirty (30) days subsequent to the first such extension of coverage. If, however, such employee has not exhausted the initial six-month extension, the balance of the initial six (6) months may be extended even if the employee has not returned to work and worked for at least thirty (30) days. This thirty (30) days worked restriction may be waived by the parties if they so mutually agree in a given situation.
- E. The insurance herein above described and the rights and benefits afforded thereunder shall be available through insurance policies and shall be

subject to the terms, provisions and conditions of the respective insurance policies, and questions as to rights resolved with the insurance carrier.

- F. The above listed benefits are on the basis of coverage provided and the Employer reserves the right to provide this coverage in the most efficient means available which may include, but is not limited to, the purchase, renewal, cancellation and substitution of the necessary contracts of insurance. In any event, the coverage will not be less than that specified in this Agreement.

SECTION 6.

A Flexible Spending Account (FSA) will be made available to all active bargaining employees pursuant to the Internal Revenue Regulations.

SECTION 7.

In the event health care benefits become taxable either party shall have the right to request that the collective bargaining agreement be reopened to negotiate this matter only.

ARTICLE 36 - EXTRA BOARD

SECTION 1.

The Extra Board shall consist of all Operators who have neither selected nor been assigned a regular run for a given sign-up period arranged in order of seniority. The Extra Board will be utilized for distribution of all extra assignments in accordance with the procedures set forth herein unless otherwise specified.

SECTION 2.

Extra Board Operators shall be rotated daily from top to bottom of the Extra Board list. Each new work day, the Extra Board operator at the top of the list will be placed at the bottom of the list with the second on the list moved to the top of the list. Except to establish the initial Extra Board list, rotation on the Extra Board will not be conducted based on seniority.

The Extra Board assignments for any day shall be completed by 5:00 p.m. on the preceding day. Work assignments on the Extra Board will be assigned in the following order:

- A. All (AM) runs or assignments of eight (8) hours or more duration will be assigned first according to their departure time.
- B. All split shifts or swing or combination runs of eight (8) hours or more duration will be assigned second according to their departure times.

- C. All (PM) Late runs consisting of eight (8) hours or more duration will be assigned third according to their departure time.
- D. All early (AM) report or protection time will be assigned fourth according to report times.
- E. All late or (PM) report time will be assigned fifth according to report times, if necessary.
- F. Scheduled trippers, or scheduled call-ins (no more than two (2) per day) if no trippers are scheduled.

SECTION 3.

All drivers with straight or split runs, on both legs, must report to either the Employer's garage, downtown office or other relief points per the Employer's instructions. Time of report must coincide with the report time on the bid sheets.

SECTION 4.

All extra work shall be assigned to the Extra Board and shall be assigned first to all known runs. If a driver is assigned a run that begins one and one-half (1½) hours or more after the initial time of the first operator, he will be called in on protection status. Extra Operators must call or report to the dispatcher following the completion of each assignment to determine the status of any additional assignments. Regular Operators may refuse overtime by seniority, with the understanding that sufficient employees to perform the work scheduled will be required to work the overtime. If the senior regular Operators decline the extra work, then junior regular Operators will be assigned. Assignments will be made in inverse order of seniority and any overtime assignment given to a regular operator shall be paid a minimum of two (2) hours at the rate of time and one-half (1½).

SECTION 5.

Extra Operators assigned trippers will be paid a minimum of two (2) hours unless such paid time overlaps with another assignment.

SECTION 6.

Operators called in will report within one (1) hour.

SECTION 7.

An Operator assigned to the Extra Board who has not been part of the previous day's rotation will go to the bottom of the board.

SECTION 8.

Extra Board Operators shall be assigned forty (40) hours per week. Failure by the employee to work the assigned hours will result in payment of hours worked only.

SECTION 9.

Extra Board Operators may schedule two (2) days off each week.

ARTICLE 37 - OPERATOR'S WORKING CONDITIONS

SECTION 1. - DEFINITION OF RUNS AND JOB BIDDING

A. Regular runs are defined as follows:

1. Straight run: A run involving no unpaid breaks.
2. Split run: A run which has no more than one (1) unpaid break. No split runs shall exceed fourteen (14) hours. However, if a split run does exceed fourteen (14) hours, Operators so assigned such runs shall be paid overtime for hours above and beyond fourteen (14) hours. There shall be no pyramiding of overtime. Breaks of less than two (2) hours shall be paid as part of the run.
3. Regular Relief Runs: A weekly assignment consisting of work or other Operators on their regular days off.
4. Vacation Relief Runs: A weekly assignment consisting of work or runs of other Operators on their regular vacation leaves.

B. The Employer agrees to build the largest number of straight runs possible.

SECTION 2. - SIGN-UPS

- A. The selection of all regular runs shall be made at a general sign-up to be held four (4) times each year during work hours for a period of five (5) days: one sign-up to take effect the first Sunday after March 1st; one to take effect the first Sunday after June 1st; one to take effect the first Sunday after September 1st; and one to take effect the first Sunday after December 1st. At the time of general sign-up, all runs shall be declared vacant and may be selected by Operators in accordance with seniority.
- B. Sign-ups shall consist of bid sheets, route descriptions, and schedules. Bid sheets to be used in connection with sign-ups shall be posted three (3) weeks prior to and closed three (3) days prior to the effective date thereof. Operators may select runs by signing in person or through a designated

representative who is authorized to make any selection necessary. Operators not desiring to sign a regular run may select the Extra Board.

- C. At the conclusion of the sign-up, regular runs which have not been selected shall be offered to Operators on the Extra Board in accordance with their seniority and if not selected, will be assigned to the least senior Extra Board Operators.
- D. The Employer reserves the right to determine all routes, relieves, and any changes, alterations, modifications, eliminations, or additions to such routes (routes defined as a service area designated by name and number), schedules, or relieves. In the event the Employer determines to add or change-relief points, the matter will be discussed with the Schedule committee and the Union.

New or change relief points will be established with due regard for convenient access to telephone and transportation facilities. In the event the Employer determines to add or eliminate runs during a sign-up period and more than twenty-one (21) days prior to a scheduled sign-up, a special sign-up will be held.

- E. Absent unusual circumstances, special sign-ups due to the elimination or addition of run(s) will be held, in all respects like a general sign-up, prior to the effective date of the change; otherwise, the same run will be held to become effective within fourteen (14) days. An operator whose run is eliminated will be assigned to the Extra Board until completion of the special sign-up. If such assignment begins other than a Monday, he will be guaranteed the hours of the run eliminated for the balance of the week.
- F. Any run declared vacant for the duration of a sign-up period and more than sixty (60) days prior to the next regularly scheduled sign-up will be offered to Operators with less seniority than the operator vacating the run in order of seniority and shall be completed in one week when possible. When a run is declared vacant for at least one (1) week or more, it shall be designated a hold down and offered to Operators on the Extra Board weekly in order of seniority. An Extra Board Operator working a hold down will be considered a regular operator for that week.
- G. In addition to the regular sign-up, the Employer shall also post an "Available Board". The "Available Board" shall be posted weekly and its purpose shall be for Operators to sign-up indicating their availability to work, if needed, the following week on their day(s) off. The "Extra Board" shall be exhausted prior to the use of the "Available Board".

SECTION 3. - CALL-IN PAY

Any Operator called in to work shall be paid a minimum of three (3) hours protection time.

SECTION 4. - REPORT OFFS

All Operators reporting off will be expected to return to work on their next scheduled work day, unless they notify the Dispatcher otherwise of their intent to stay off additional days.

Operators off due to extended illness or injury shall report their availability to the Dispatcher by 1:00 p.m. on the Friday preceding the week of anticipated return to work.

SECTION 5. - OPERATORS NOT RELIEVED

Regular Operators not relieved at the end of a run must contact the Dispatcher immediately and make one additional trip on that run. If not relieved, the Operator will continue on that run until provided a relief Operator. Any Operator not relieved at their scheduled relief time will be paid at time and one-half (1 ½) for all hours worked over their regularly scheduled run.

SECTION 6. - LOSE OUTS

- A. An Operator shall be charged with a lose-out if he/she fails to report for work to the Dispatcher by his/her scheduled report time (report time plus 59 seconds).
- B. An Operator incurring a lose-out shall be required to report to the Dispatcher either by phone or in person.
- C. An employee incurring a lose-out shall be subject to the provisions of Article 21-Section 3 (Absence Control Policy).

SECTION 7. - 2 REPORTS FOR SAME ASSIGNMENT

When two (2) Operators report for the same assignment due to Employer's error, the regular Operator will take the assignment and the Extra Board Operator will be assigned at the discretion of the Employer, but shall be guaranteed the hours of the assignment for which he/she reported.

SECTION 8. - PREP TIME/ROAD RELIEF

- A. Preparation time (10 minutes if departure from the garage, five (5) minutes elsewhere) shall be paid before all regular runs and trippers and before the second half of split runs. Preparation time is to be used for reporting to the Dispatcher, collecting transfers and schedules, checking the bulletin board, checking the bus, and building up air pressure. Employees are responsible for reporting to their assigned zones.

- B. All Operators with road relief attached to their run will be paid a flat rate presently at \$3.25- \$4.75 depending on location except road to road relief (this is where the Operator is being relieved at the same location as the pickup location of the bus), depending on proximity of relief point/location to the Gateway Administrative Buildings. Relief locations accessible by bus may not be eligible for travel time pay depending on the distance from the Gateway Administrative Buildings.

SECTION 9.

Non-CDL drivers will operate Non-CDL vehicles.

SECTION 10.

Any CDL driver can bid a Non-CDL position (provided an opening exists). The driver will be paid at Non-CDL wages. After one year if the Non-CDL operator bids on a CDL position; the operator's seniority for bidding will be the least senior CDL operator. During the one (1) year or less period the CDL operator's CDL seniority will be frozen.

ARTICLE 38 - TECHNICIANS AND SERVICES EMPLOYEES

SECTION 1. - HOURS OF WORK AND OVERTIME

- A. Employees working more than forty (40) hours in any week, Sunday 12:00 a.m. to the following Saturday 11:59 p.m., shall be paid at time and one-half their hourly rate. The foregoing shall not be construed as a guarantee of hours of work per week. Employees shall be allowed a one-half hour unpaid meal break. Service and maintenance employees will receive overtime pay for all hours worked over forty (40) hours in a work week or 8 hours in a day if they work an eight (8) hour shift or ten (10) hours in a day if they work a ten (10) hour shift.
- B. Weekend work will be offered to the employees within the classification assigned to work, so that the work is distributed as equally as possible among such employees. When the amount of weekend work among employees within a classification is relatively equal, the work will be offered to such employees on the basis of seniority.
- C. Employees within a classification may refuse overtime by seniority, with the understanding that sufficient employees to perform the work scheduled will be required to work the overtime and junior employees will be assigned if senior employees decline. If an employee declines the overtime, such hours will be counted as if he had worked the time for the purpose of this section.
- D. Employees unable to work overtime assignments because of illness, leave of absence, etc., will be charged for hours they would have been offered if

working. New hires shall assume the highest employee overtime in his classification.

- E. The Employer will keep a record of overtime hours charged or worked which will be made.
- F. Technicians or service employees called in to work shall be guaranteed two (2) hours, pay at the applicable rate.

SECTION 2.

A general sign-up for jobs and shifts shall be held twice each year: one to become effective the first Monday in March and one to become effective the first Monday in September. All divisions and shifts will be declared vacant for the purposes of such sign-ups. Jobs shall be awarded to employees bidding thereon in accordance with seniority and ability to perform the job in question. A special sign-up to be conducted in the same manner as a general sign-up shall be held whenever the Employer changes working hours or jobs.

SECTION 3.

In the event of a vacancy occurring on any shift, the Employer will be permitted to re-align to fill available jobs in accordance with seniority and qualifications.

SECTION 4.

When the Employer shall determine that a vacancy exists in any of the higher classifications, it will be the policy of the Employer to fill such vacancies from the rank of its maintenance employees in a lower classification on the basis of seniority, provided employees of sufficient ability and qualification are available for that purpose. In the event any employee fails to qualify within thirty (30) working days, he shall revert back to his former classification without loss of seniority.

SECTION 5.

The Employer shall not require any garage employee to work alone on jobs requiring help. Two (2) employees shall be required at all times when utilizing Unit 75 or other towing vehicle that requires the use of chains for towing.

SECTION 6.

- A. Each current technician shall receive an annual allowance in the form of a credit or reimbursement of up to \$500 for the purchase of tools used on the job. Each newly hired or current employees promoted into the technicians classification shall receive an annual allowance in the form of a credit or reimbursement for tools used on the job in accordance with the following schedule:

1. After the completion of the First Year the technician will receive \$325.00
 2. After the completion of the Second Year the technician will receive \$400.00
 3. After the completion of the Third Year the technician will receive \$500.00
- B. Technicians will be required to show proof of purchase. Technicians are required to have sufficient hand tools to perform the normal duties of their job. Each technician shall keep and maintain an inventory or list of all tools used on the job and shall submit said inventory or list to the Employer on or about June 1st of each year. Special tools or specialized occasional tools will be available from the Employer. Technicians will return such Employer tools by the end of his/her shift. The tools are expected to be returned in clean and good working condition, any damage or loss of the tools will be reported to the department head so that the tool may be replaced at the cost of the department.

SECTION 7. - TECHNICIAN CLASSIFICATIONS

All technicians will receive periodic evaluations that will be used to evaluate their individual skills and to assist with transition into a higher Technician Classification. The evaluations will be controlled and conducted by SARTA Staff and recorded in each employee's personnel file. SARTA will be responsible for establishing training programs, time lines, evaluation tools and scoring mechanisms for all Technicians.

Recommendation for reclassification of technician will be the duty of SARTA personnel involved in the training, the Department Director or Supervisors of the technician. The wage increases associated with the successful and satisfactory completion of such training are as follows:

From Class C to Class B Technician:

The increase will be equal to the difference in pay between a Class C technician and a Class B Technician.

From Class B to Class A Technician:

The increase will be equal to the difference in pay between a Class B technician and a Class A Technician.

From Class A Technician to Technician I:

The increase shall be one dollar (\$1.00) above the Class A Technician rate.

The employer will determine the type and amount of training, evaluation tools and testing mechanisms, based on funding availability for any budget year.

SECTION 8.

The Employer agrees to furnish eleven (11) clean uniforms to technicians and service personnel every two (2) weeks.

SECTION 9. - SERVICE DEPARTMENT OPENINGS

- A. When a vacancy exists in the service area of the Maintenance Department, the employer shall post the opening for seven (7) days and employees desiring the job shall apply in writing to the Director of Maintenance within the seven (7) day period. The local President and Department Steward shall receive a copy of the job posting at the time of posting. Posting shall indicate the rate of pay and shift times.
- B. The employer shall award the position to the employee in accordance with the criteria established. Seniority shall be given preference to those employees that are otherwise equally qualified.
- C. The Employer will provide notice to the Union and the affected employees showing the name(s) of the employees selected to fill the position, or that no employee has been selected.
- D. In the event any employee fails to qualify within ninety (90) working days, he shall revert back to his former classification without loss of seniority.
- E. During the term of this agreement, an employee may only once be awarded this position.
- F. Maintenance employees shall follow the same attendance policy as Motor Bus Operators (Article 21).

ARTICLE 39 - PAY PERIODS

The work week will begin 12:00 a.m. Sunday and run through the following Saturday at 11:59 p.m. Employees shall be paid every other Friday for the preceding two completed work weeks.

ARTICLE 40 - FOUL WEATHER GEAR

The Employer will have available for maintenance personnel working in the rain, a raincoat/poncho, when necessary. In addition, the Employer will make available a winter jacket for employees working in the cold weather and/or snow.

ARTICLE 41 - WAGES/HOURS

SECTION 1. - WAGES

A. Employees in all Classifications and Technician I, except Non-CDL shall be paid in accordance with the following schedule:

B. Effective January 5, 2013 increase 2% per hour to \$16.88 per hour (+ \$400.00 signing bonus)

Effective January 5, 2014 increase 2% per hour to \$17.22 per hour

Effective January 5, 2015 increase 2% per hour to \$17.56 per hour

Non-CDL Driver – 2013 - \$13.00 per hour

Effective January 5, 2014 - 2% increase per hour to \$13.26 per hour

Effective January 5, 2015 - 2% increase per hour to \$13.53 per hour

C. Safety Bonus

Each employee that completes a one quarter year time period without incurring a preventable accident shall receive a bonus as follows:

January, February, March - \$75.00

April, May, June - \$75.00

July, August, September - \$75.00

October, November, December - \$75.00 (\$200 if no accidents are incurred during entire calendar year period)

D. Attendance Bonus

Each employee that completes a one quarter year time period with perfect attendance (excluding vacation, holidays, birthdays, or other paid days) shall receive a bonus as follows:

January, February, March - \$25.00

April, May, June - \$25.00

July, August, September - \$25.00

October, November, December - \$25.00 (\$50 if attendance was perfect for the entire calendar year period)

Classification:	2013
"1" Technician	\$18.63 per hour
"A" Technician	increase 2% to \$17.63 per hour
"B" Technician	increase 2% to \$17.27 per hour
"C" Technician	increase 2% to \$17.04 per hour
Sheet Metal/Body Service	increase 2% to \$17.63 per hour increase 2% to \$16.29 per hour

Classification:	2014
"1" Technician	increase 2% to \$18.99 per hour
"A" Technician	increase 2% to \$17.98 per hour
"B" Technician	increase 2% to \$17.62 per hour
"C" Technician	increase 2% to \$17.38 per hour
Sheet Metal/Body Service	increase 2% to \$17.98 per hour increase 2% to \$16.62 per hour

Classification:	2015
"1" Technician	increase 2% to \$19.37 per hour
"A" Technician	increase 2% to \$18.34 per hour
"B" Technician	increase 2% to \$17.97 per hour
"C" Technician	increase 2% to \$17.73 per hour
Sheet Metal/Body Service	increase 2% to \$18.34 per hour increase 2% to \$16.95 per hour

SECTION 2. - PERS PICKUP

The Employer agrees to pay 8½% of the employee's share of PERS during the term of this contract.

SECTION 3. - NEW HIRES

A. All newly hired maintenance personnel will work at a new hire rate of \$1.00 below the regular rate of the classification for the first six months of employment; during the second six months of employment, the rate will be \$.50 below the regular rate of the classification.

B. All newly hired Operators will be paid at the following rates:

Probationary employees shall receive 50% of the regular Operator rate during their first three weeks of employment.

(From end) of 1st - 3 weeks (To end)

of 1 st 6 months of employment:	70% of regular operator rate
2 nd 6 months of employment:	80% of regular operator rate
3 rd 6 months of employment:	90% of regular operator rate

4th 6 months of employment:

100% of regular operator rate

SECTION 4. - HOURS OF WORK AND OVERTIME

- A. All hours worked in excess of forty (40) hours in any work week shall be paid at time and one-half the regular hourly rate.
- B. All regular motor bus Operators (including Extra Board Operators), who report on time for and complete all assignments shall be entitled to a guaranteed work week of forty (40) hours for the duration of this Agreement.

SECTION 5.

If the Employer constructs runs to include meal periods, such meal periods shall be unpaid, minimum of 25 minutes, maximum of 60 minutes. Such meal periods shall not change the definition of runs.

SECTION 6.

Operators will be permitted to select days off in accordance with seniority. The Employer reserves the right to determine the number of Operators off on any day. Operators desiring to accept extra assignments on their days off shall so notify the Employer in writing.

SECTION 7. - FORCED PHONE-INS

Operators who are forced to call-in for assignment shall be paid ½ their current wage rate for all time between their 1st call to the Employer and any other subsequent calls to the Employer that they are required to make.

ARTICLE 42 - EMERGENCIES

An Act of God is defined as an act occasioned exclusively by the forces of nature without the interference of any human agency, e.g. flood, tornadoes, blizzards, hurricanes, etc. Employees will not be paid for such Acts of God or other catastrophes that may cause the Employer to temporarily suspend operations.

ARTICLE 43 - SEPARABILITY AND SAVINGS CLAUSE

SECTION 1.

If any Article or Section of this Contract or if any Riders thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract, and or any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 2.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiation, upon the request of the Union or the Employer, for the purpose of resolving any issues created by such holding during the period of invalidity or restraint. If the parties do not agree to resolve said issues created, either party shall be permitted all legal and economic resource in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE 44 - COMPLETE AGREEMENT

This Agreement as written contains the entire agreement between the parties and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof and not set forth herein. During the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations, or any subject not referred to in this Agreement, except by mutual agreement, and with respect to those subjects referred to in this Agreement only as to the interpretation and application of such terms as may be required by the laws of the State of Ohio.

ARTICLE 45 - PART TIME EMPLOYEES

SECTION 1.

- A. The Employer may hire up to fifteen (15) total part time Operators. No part time drivers will be hired until the number of drivers reaches one hundred and twenty-seven (127) drivers. No part time technicians will be hired until the number of technicians reaches fifteen (15). No part time maintenance/service employees will be hired until the number of maintenance/service employees reaches eleven (11).
- B. If during the term of this contract the Employer develops new service routes outside the parameters of the current route structures (i.e., Stark County wide fixed routes, para-transit or curb to curb service, etc.), part-timers may be utilized to fill the positions for the newly created routes.
- C. Part time employees shall not be used to displace any current full-time employees, or reduce the number of full time employees lower than is current at SARTA at the time of signing of the contract.
- D. Part time employees shall be compensated in accordance to the full time rate of pay schedule relative to the appropriate classification and shall be entitled to vacation benefits relative to Article 33 Section 1 provided the part-time employee works a minimum of 128hrs each month or no less than 1536hrs each year.

- E. Part time employees shall not be eligible for fringe benefits if they work less than 64 hours during a pay period. However, if they average 64 hours or more of paid time per pay period over 13 consecutive pay periods, they shall receive fringe benefits and shall go to the full time rate of pay and be classified as full-time in accordance with the Agreement.

- F. Part time Operators shall be offered full time positions prior to hiring individuals outside of the bargaining unit.

SECTION 2.

Non-CDL Drivers will not count towards the 127 Drivers minimum cited in Section 1 (A) of this Article.

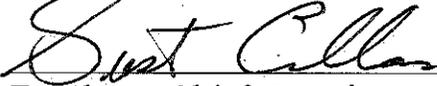
ARTICLE 46 - DURATION AND TERMINATION

The terms of this Agreement shall be effective January 5, 2013, except as changes, amendments, or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 a.m. January 4, 2016, and from year to year thereafter unless either party shall at least sixty (60) days but not more than ninety (90) days prior to the expiration date of any anniversary thereof, notify the other party in writing of its desire to amend or terminate this Agreement.

In Witness Whereof, the following parties have signed this Agreement on the 4th day of April, 2013.

STARK AREA REGIONAL TRANSIT
AUTHORITY


Executive Director

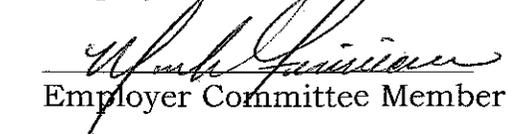

Employer Chief Negotiator


Employer Committee Member

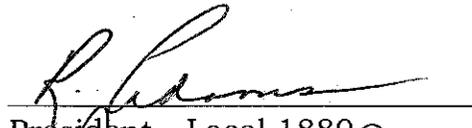

Employer Committee Member


Employer Committee Member

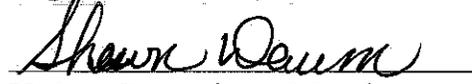

Employer Committee Member


Employer Committee Member

LOCAL 1880, AFSCME, AFL-CIO


President - Local 1880

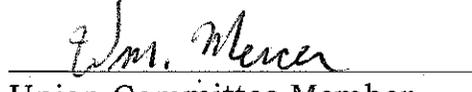

AFSCME Ohio Council 8
Regional Director/Union Chief Negotiator


Union Committee Member


Union Committee Member


Union Committee Member


Union Committee Member


Union Committee Member

LETTER OF UNDERSTANDING

January 21, 2013

Ms. Rose Adams
President, Local 1880
343 Korman Ave., N.E.
Massillon, OH 44646

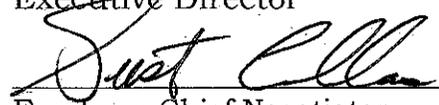
Dear Ms. Adams:

The work currently performed by the Motor Bus Operators to fixed route and ADA Paratransit service. For the duration of this agreement, the Motor Bus Operators will continue to perform the work that they are currently performing; however, any new work, which the Stark Area Regional Transit Authority elects to perform will not be subject to Article 6 of Subcontracting, Section 1. SARTA, at its option, may bring new work into the Agency and, in its sole discretion, may cease to perform the new work and/or subcontract the new work. In the event that SARTA chooses to cease performing the new work and/or chooses to subcontract same, SARTA will give the Union a thirty (30) day notice.

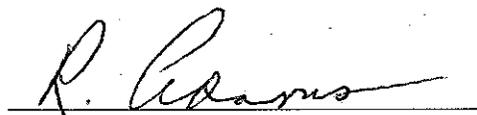
This letter of understanding will remain in effect through the duration of the Collective Bargaining Agreement, which is effective January 5, 2013.

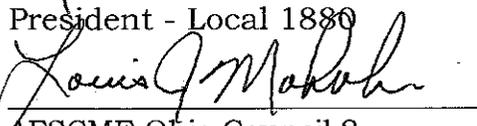
STARK AREA REGIONAL TRANSIT
AUTHORITY


Executive Director


Employer Chief Negotiator

LOCAL 1880, AFSCME, AFL-CIO


President - Local 1880


AFSCME Ohio Council 8
Regional Director/Union Chief Negotiator

