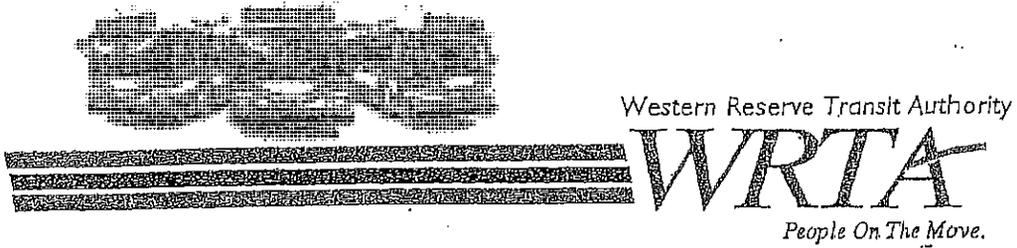




13-CON-01-1530
1530-01
K30400
01/23/2014



AGREEMENT

Between

THE WESTERN RESERVE TRANSIT AUTHORITY

And

THE AMALGAMATED TRANSIT UNION,
LOCAL NO. 272

EFFECTIVE JULY 1, 2013 THRU JUNE 30, 2016

YOUNGSTOWN, OHIO



INDEX OF ARTICLES

	PAGE
ARTICLE I	RECOGNITION OF THE UNION. 2
ARTICLE II	RECOGNITION OF AUTHORITY. 2
ARTICLE III	UNION MEMBERSHIP AND DUES. 3
ARTICLE IV	WAGES. 4
ARTICLE V	WORKING CONDITIONS, SCHEDULES AND OVERTIME. 5
ARTICLE VI	EARNED SICK HOURS, SICK LEAVES & INSURANCE ..7
ARTICLE VII	ACCIDENT REPORTS. 9
ARTICLE VIII	LEAVE OF ABSENCE 9
ARTICLE IX	BEREAVEMENT LEAVE 9
ARTICLE X	PERFECT ATTENDANCE 10
ARTICLE XI	PERSONAL LEAVE WITHOUT PAY 10
ARTICLE XII	FREE TRANSPORTATION 10
ARTICLE XIII	GRIEVANCE AND ARBITRATION PROCEDURE . . 11
ARTICLE XIV	STUDENT INSTRUCTION 12
ARTICLE XV	REPORTS 12
ARTICLE XVI	SENIORITY AND SIGN-UP 13
ARTICLE XVII	SHARKING 14
ARTICLE XVIII	VACATIONS AND HOLIDAYS 15
ARTICLES XIX	UNIFORMS 18
ARTICLES XX	CONDUCT OF EMPLOYEES 18
ARTICLE XXI	NO STRIKES AND NO LOCKOUTS 18
ARTICLE XXII	CONFLICT WITH LAW 18
ARTICLE XXIII	PRESERVATION OF RIGHTS, ETC. 19
ARTICLE XXIV	PERIOD COVERED BY AGREEMENT 19
Addendum A	Attendance Policy 21

AGREEMENT

Entered into by and between THE WESTERN RESERVE TRANSIT AUTHORITY, hereinafter called the "Authority", and THE AMALGAMATED TRANSIT UNION, LOCAL 272, hereinafter called the "Union".

WITNESSETH:

That the Authority and the Union agree that, in the operation of the transportation lines of the Authority, this contract shall be in effect for the period **commencing July 1, 2013, and ending June 30, 2016 at midnight.**

In the event of the "regionalization" of the Authority, this agreement shall be reopened, upon fourteen (14) days notice by either party, for the sole purpose of renegotiating working conditions and wages, as they would apply to new employees hired after said "regionalization".

ARTICLE I - RECOGNITION OF THE UNION

The Authority recognizes the Union as the sole collective bargaining representative of all persons employed by the Authority as operators of buses transporting passengers. This Agreement is applicable only to such employees.

ARTICLE II - RECOGNITION OF THE AUTHORITY

A. The Union recognizes that the management of the Authority and the direction of the work forces, including the right to hire, discipline, suspend, discharge for proper causes, promote, demote or transfer, and the right to relieve employees from duty because of lack of work or for other proper or legitimate reasons, is vested and reserved in the Authority, subject however, to the provisions of this Agreement.

B. The Union recognizes that the Authority has the responsibility imposed by law to manage its operations in such manner as will best enable it to provide efficient, economical, safe and dependable service on the bus routes operated by it. This responsibility imposed upon the Authority by law, prohibits the Authority from delegating to others or otherwise dividing its obligation, authority and duty to make management decisions as to, among other matters, the number, qualifications and duties of its employees as covered by the Agreement.

C. The Union recognizes that the Authority has the responsibility to determine that all operators meet the medical/physical requirements to safely operate a transit bus and/or related equipment as a continuing condition of employment

All operators will be required to maintain their medical certification and undergo a DOT physical at every two (2) years or as otherwise required for the purpose of maintaining their medical certification.

The Authority will schedule a physical exam with a certified medical doctor/medical service designated by the Authority during work hours in the month of the employee's birthday. The Authority will pay the full cost of the exam. Certification will be required on the current DOT Commercial Drivers Fitness Determination form.

Any employee who fails to meet the medical certification requirements will be referred to their personal physician for further evaluation and medical treatment. Prior to a return to work from any medical disability, the employee must be certified by a medical doctor designated by the Authority. Where applicable, healthcare/disability benefits and/or sick leave will be provided as per the bargaining agreement.

ARTICLE III - UNION MEMBERSHIP AND DUES

A. No person shall be allowed to act as an operator who has not become a member of the Union, or who is not a recognized student, or if upon completion of probationary period, an employee elects not to join the Union, he/she shall pay an agency fee as a condition of employment, and such fee shall be equal to the Union dues and assessments paid by Union members.

B. The Authority agrees to make monthly payroll deductions for Union dues and assessments, or agency fees, upon written notice from the Union and properly written authorization from each person covered by this Agreement. Such deduction shall be delivered to the proper officer of the Union, or agency, as applicable.

C. The Special Services Transportation (SST) drivers and the County (Dial-ride) Service Drivers, shall be covered by this Agreement. The wages shall be as specified in Article IV. All fringe benefits will apply to all drivers.

D. The Union recognizes that due to the unique circumstances involved in the SST Program, the Authority shall have the right to determine the qualifications necessary to serve as an SST operator. The Authority shall notify the Union if any operator may be disqualified from an SST position for failing to meet performance standards.

ARTICLE IV - 3% wage increase effective July 1, 2013, July 1, 2014 & July 1, 2015, with wage tier plan effective for new hires July 1, 2013.

New Hires	65% top rate in effect
Year 2	68% top rate in effect
Year 3	73% top rate in effect
Year 4	80% top rate in effect
Year 5	85% top rate in effect
Year 6	100% top rate in effect

A. Class "A" Operators - Regular Operators

(1) Employees not subject to progression:

Jul. 1, 2013 - \$20.40 per hour
 Jul. 1, 2014 - \$21.01 per hour
 Jul. 1, 2015 - \$21.64 per hour

B. Operators hired before July 1, 2013, shall receive a straight time, hourly rate of pay as follows:

Wage Progression	<u>7/01/13</u>	<u>7/01/14</u>	<u>7/01/15</u>
1st Year (new hire)	13.26	13.66	14.07
Second Year	13.87	14.29	14.72
Third Year	14.89	15.34	15.80
Fourth Year	16.32	16.81	17.31
Fifth Year	17.34	17.86	18.39
6 th year Full Rate	20.40	21.01	21.64

Employees reinstated by the company after discharge shall be reinstated at the rate of pay in effect at the time of discharge, unless mutually agreed otherwise by the parties. This progressive wage rate will not be used by management expressly for the purpose of terminating older employees, without work related cause under established procedures, in order to hire new employees at the progressive wage rates.

D. LONGEVITY PAY

After one full year of regular employment, each employee actively employed by the Authority on the anniversary of his/her hiring date, will be paid longevity pay each year in the month following the anniversary of the employee's hiring date. If an employee is not actively employed on his/her anniversary date, he/she will be paid his/her longevity pay in the month following his/her return to active employment. Employees who are furloughed, on worker's compensation

leave, or on leave of absence, are not actively employed for the purposes of this Section. Such longevity pay will be in the amount of twenty dollars (\$20.00) per year for each full year of service up to a maximum of thirty (30) years for full time employees. If an employee has been furloughed, he/she does not have a full year of service for that year. The partial year shall not count toward the employee's longevity pay for the present year. Thereafter, the partial year of service shall be counted toward the employee's longevity pay.

Upon death or retirement, longevity for the partial year completed shall be prorated on a monthly basis at the rate of ten percent (10%) for each full month, but not to exceed one hundred percent (100%).

A **gratuity** has been provided and continues to be provided to retirees, as a supplement to pensions received under Social Security prior to the time that adequate benefits were built up on the Public Employees Retirement System. This gratuity will be \$30.00 per month for the life of this Agreement, for all operators who have retired or will retire, provided however, this benefit will not apply to any driver hired after August, 1970.

E. Safety Bonus - Full time operators who have been **accident and injury free** for the preceding year, will receive a monetary award in the amount of **\$75**. The award will be issued with the second pay in July. The following conditions would exclude operators from the Safety Bonus:

- Less than 1800 hours worked in the preceding (contract) year;
- A chargeable accident where there is appreciable damages and/or a related suspension from work;
- Operator has a work related injury involving lost time - absence from work.

In addition to the above **yearly award**, operators having consecutive years of being accident and injury free, will receive:

- \$100 at five (5) years
- \$150 at ten (10) years
- \$200 at fifteen (15) years
- \$300 at twenty (20) years
- \$350 at twenty-five (25) years
- \$425 at thirty (30) years, and each consecutive year thereafter

ARTICLE V - WORKING CONDITIONS, SCHEDULES AND OVERTIME

A. The Authority will schedule runs to be made early and late. This is known as the "Two-Turn System". All runs will be divided as nearly equal as possible into straight and swing runs.

B. The minimum day for straight runs shall be eight (8) hours, including meal relief and report time. Straight runs having between six and one-half (6 ½) and eight (8) hours shall be paid eight (8) hours. Time and one-half will be paid for all time over eight (8) hours on straight runs (including meal relief and report time).

C. The minimum day on swing runs having less than eleven and one-half (11 ½) hours spread time, shall be eight and one-quarter (8 1/4) hours. Where the intervening period between the parts of swing runs is less than one (1) hour, the operator shall be paid for such intervening time. This provision contemplates the joining of parts of runs for convenience in operating schedules, and their operation shall not be considered as conflicting with other provisions of this Article. All swing runs having a spread time of eleven and one-half (11 ½) hours or more shall be paid at least eight and three-quarters (8 3/4) hours. Time and one-half will be paid for all time over eight (8) hours on swing runs (including report times).

D. Any run scheduled to and working past 8:00 pm shall have an additional fifteen (15) minutes of pay per day at straight time rate added to their job.

E. All runs under five and one-half (5 ½) hours are to be known as "Trippers" and are to be worked from the extra list.

F. All operators on straight runs shall be given a sufficient time for meals. No meal relief will be scheduled to provide less than thirty (30) minutes. Meal reliefs shall be near the middle of the run when practicable or possible, and must be started prior to the expiration of five and one-half (5½) hours platform time. All continuous straight-time work over five and one-half (5½) hours platform time, including signed-up and non-signed-up work, shall have a meal relief at straight time.

G. For regularly scheduled runs on any day where trips are omitted, operators shall be paid the same time as allowed on the sign-up, provided said operators report for duty at the garage.

H. A work week shall be on a five-day basis. Days off shall be consecutive except for a maximum of eight (8) runs. Time and one-half will be paid all operators working on regular days off. Time and one-half will be paid for all work in excess of forty (40) hours per week. Weekly overtime will not be paid upon overtime calculated upon daily basis, or upon allowed time.

I. **SIGN-UP** - In the preparation of schedules for regular sign-ups, opportunity shall be given for the President and the Business Agent of the Union to discuss the runs with the Authority in order that the runs can be made as convenient as possible for the operators, consistent with efficient operation of the service. This same procedure shall be followed in the case of special sign-ups, but where on account of emergency, time is not available for such consideration, then the objections of the President and the Business Agent shall be received and filed for consideration in preparation of the next schedule. All schedules shall be posted at least forty-eight (48) hours before sign-ups.

J. OVERTIME: In order to cover emergency situations where there is not adequate manpower to cover route and specialized transportation service, it will be mandatory for the least senior operator(s) to work. Management will first make a work request of the available employees on the schedule for the week day of the manpower shortage. Also, if there are not enough volunteers to work on Saturday, the same procedure will apply. See Article XIX, item #11 - Holiday Work.

- **Saturday Work** - Employee who are scheduled, or agree to work, or are forced to work, on a Saturday, and then report-off without eight (8) hours notice, will be charged an attendance event, in accordance with the Attendance Policy. Upon illness or injury, employee(s) reporting absent for Saturday may request sick pay at the straight-time hourly rate under stipulations of Article VI.

- **Forced Work** - The least senior employee being *forced to work* on a Saturday will then be removed from the pool until after the next time an employee is *forced to work*, Then he/she will return to the pool, and will be *forced to work*, if the work schedule is not filled

It is understood that safety is of concern and that operators of WRTA equipment should have adequate rest between days worked. An operator filling a job cannot be forced to work a complete shift without eight (8) hours off before returning the following work day.

K. FURLOUGHED BUS OPERATORS

Any furloughed bus operator who does not wish to accept call back as a full-time bus operator, or fails to respond to a certified recall, the furloughed bus operator relinquishes any future right to recall to WRTA. Upon employee request, WRTA and the ATU may agree to place a furloughed employee at the bottom of the recall list, regardless of seniority.

ARTICLE VI - EARNED SICK HOURS, SICK LEAVES & INSURANCE

A. SICK LEAVE - Employees in the employ of the Authority prior to January 16, 1981, shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4 6/10) hours with pay. Employees hired on or after January 16, 1981, will be entitled to sick leave on the following basis: Four and six-tenths (4 6/10) hours with pay for each completed one hundred sixty (160) hours of service. With a minimum of 5 years of full time service as of January 1, 1996, Employees hired after January 16, 1981 shall be entitled to sick leave of 3.6923 hours for each completed eighty (80) hours of service. Upon completion of their tenth year of full time service, employees hired after January 16, 1981 shall be entitled to the same sick leave accrual as those employees hired prior to January 16, 1981.

Employees may use sick leave, upon approval of the Manager of Transportation, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees and to illness or injury in the employee's immediate family. Unused sick leave shall be cumulative up to one thousand five hundred (1500) hours. Any employee who transfers from another public agency will be credited with the unused balance of his/her sick leave from the previous employer. However, the employees must furnish a satisfactory, written, signed statement authorizing transfer.

Employees who wish to take sick leave must notify the Authority to this effect at least thirty (30) minutes prior to the start of his/her scheduled work shift. In the absence of such notice, the Authority reserves the right to deny a request for sick leave.

Notice of Medical Leave or Medical Appointments - For scheduled surgery, therapy, or medical appointments, employees must give thirty (30) days notice, or as soon as practicable. In the event of a medical emergency, the employee should notify the Authority as soon as possible. In the absence of proper notice, the Authority reserves the right to deny a request for sick leave/FMLA. Family Medical Leave Act coverage rights will be applied to qualifying events (serious health conditions) for an absence of eligible employees, as defined by FMLA.

B. Sick leave shall not be paid during the first two (2) work days missed because of incapacity due to illness or injury to the employee or to his/her immediate family unless the employee has a minimum of eighty (80) hours accumulated in the sick bank.

C. Each employee must furnish a satisfactory written, signed statement to justify the use of sick leave. Following an absence for illness of three (3) consecutive work days or more, certification by a licensed physician or a receipt for a prescription by a licensed physician pertaining to the illness which caused the absence is required in order to receive accumulated sick pay. Falsification of either a written, signed statement or a physician's certification shall be grounds for disciplinary action, including dismissal.

i. Three (3) days or more of unexcused absence shall be recorded as individual attendance events (See Attendance Policy)

D. Unused sick leave earned while working for the Western Reserve Transit Authority shall be paid at termination, death, or retirement in the following manner:

ii. The Employee will receive payment computed as follows:

$$\text{Payment} = \frac{L \times S}{100} \text{ (R)}$$

Where "L" longevity is the number of full years with the Authority (or its predecessors).

"S" is the hours of accumulated sick leave since August 10, 1970, or the date of employment (whichever is later). "R" is the

employee's rate of pay at termination, death, or retirement.
This section shall not apply for employees dismissed for just cause.

E. HEALTHCARE - The Authority will pay the employee's premium on the **CORE hospitalization**, surgical, major medical, dental and optical coverage and provide each employee with a benefit booklet which describes the benefits. Health insurance deductibles, \$500 per single plan and \$1,000 per family plan, will be the responsibility of the employee. Any **Optional Benefit Plans** offered by the Authority will require employee contribution equal to the difference in premium rate between the CORE plan and the Optional plan selected by the employee.

The Authority will extend paid health care coverage for 12 consecutive months following the exhausting of accrued sick time and vacation hours for an employee off for illness or injury. After 6 months, those employees on worker's compensation during that 24 month period will pay the cost for individual coverage and the Authority will pay the family coverage portion, if applicable. The Authority's payment of the family coverage portion is contingent upon the employee's payment of the single coverage.

In the event that management deems it advantageous to the W.R.T.A. to change insurance carriers for medical benefits or otherwise alter the range of coverage provided therein, management will review the proposed changes with a committee, of three members of the Union's choosing, within thirty (30) days prior to said changes.

F. The Authority will provide and pay the full cost for life insurance coverage of employees, as follows:

Each full-time operator will be provided with \$12,000 life insurance coverage in the first month after his/her employment. When an employee is **not** actively working due to injury or illness, that employee is covered for life insurance benefits for a period of twelve (12) consecutive months following the month in which the inactivity commenced.

The Authority will establish and fund a self-insured coverage for each retiree in the amount of \$2,500.00.

ARTICLE VII - ACCIDENT REPORTS

When necessary to make out an accident report, the employee shall be paid his/her regular hourly rate for one hour, providing that such report is complete and correct.

ARTICLE VIII - LEAVE OF ABSENCE

A. When any member of the Union shall be elected to any office therein, which shall require his/her absence from the employ of the Authority, leave shall be granted, and upon his/her return, he/she shall have his/her place on said Authority's lines, and if the service of any member of the Union shall be required in the offices of the Authority for a period not exceeding thirty (30) days, leave shall be

granted, and at the expiration of said period he/she shall take his/her place on the lines of the Authority, and in no case, shall he/she be granted a second leave of absence without the consent of the Authority and the Union.

B. After expiration of sick leave benefits, an employee shall be granted a leave of absence without pay up to six (6) months for sickness upon certification by his/her physician. Such leave shall be extended for not more than six (6) months upon filing of a new certification with the Authority and the Union. The Authority reserves the right to check the condition of such employee by a physician of the Authority's choice.

ARTICLE IX - BEREAVEMENT LEAVE

If a member of an employee's immediate family dies, and the employee is required to be absent from work to make funeral arrangements, attend a funeral, or assist family members, such employee may take time off with regular pay, provided that such time off does not exceed three (3) consecutive (8) eight hour work days. Such leave shall be paid at the regular rate of pay and the hours of absence shall be charged to the employee's guaranteed time. Under no circumstance will an employee receive bereavement leave for a day on which he/she is not scheduled to work. Bereavement leave shall not be granted beyond the day immediately following burial. The Authority has the right to require the employee to furnish evidence of a death in the immediate family as a condition of such leave. Such evidence may include an obituary notice, a death certificate, a birth certificate, etc.

Immediate family consists of mother, father, grandmother, grandfather, children, brothers and sisters, and grandchildren of both employee and his/her spouse.

ARTICLE X - PERFECT ATTENDANCE

An employee who reports for and completes all scheduled work in any three month period from July 1 to September 30, October 1 to December 31, January 1 to March 31 or April 1 to June 30 shall be entitled to one day off with pay providing that such employee takes the day off at a time which is agreeable to the employee and the Authority. Once a perfect attendance day is granted, an employee shall not be bumped from such day if the day was granted at least fifteen (15) days in advance. The employee shall receive his/her regular rate of pay for the day off. The time off shall count against his/her guaranteed time. The employee must take the day off for perfect attendance within twelve (12) months from the time it is earned. Absences for bereavement leave, personal days, vacation days, union business, or use of a previously earned perfect attendance day will be deemed excused absences and therefore will not disqualify an employee for perfect attendance day consideration.

ARTICLE XI - PERSONAL LEAVE WITHOUT PAY

In order to conduct personal business, an employee may take up to three (3) days leave without pay per year, providing that such leave has been approved twenty-four (24) hours in advance by the Authority. Once a personal day is granted, an employee shall not be bumped from such day if the day was granted at least fifteen (15) days in advance. Except in unusual circumstances, the Authority will not grant such leave for consecutive days. For the purpose of implementing this policy, the year referred to herein shall run from January 1, through December 31. Such leave will not be counted against accrued sick leave (see Article VI A.), nor will it interrupt the perfect attendance record (see Article X). However, such personal leave counts against guaranteed time.

ARTICLE XII - FREE TRANSPORTATION

Free transportation on all lines of the said Authority shall be granted to all employees covered by this Agreement upon the display of proper passes or identification.

ARTICLE XIII - GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition - A grievance is defined as any dispute between the parties involving the interpretation or application of this Agreement. A grievance may be filed by an employee starting in Step 1, or by the Union or the Authority starting in Step 2, at any time within thirty (30) days following discovery of the facts giving rise to the dispute.

B. Step 1.

If an employee has a complaint, he/she may, with or without a grievance person, as the employee may elect, discuss it with his/her immediate supervisor, who shall try to give an answer within three (3) days, keeping a record of the question and the answer.

C. Step 2.

If not satisfied with the answer given in Step 1, the employee may have the grievance reduced to writing and submitted to the Authority's Executive Director or the Director's representative. All grievances filed in Step 2 must be in writing, be dated, and presented within thirty (30) days following discovery of the acts giving rise to the dispute. Upon timely presentation of a grievance in Step 2, the Executive Director or the Director's representative shall promptly arrange a meeting to consider the matter, keeping a record thereof, a copy of which shall be furnished to the Union. The decision in Step 2 shall be rendered promptly, no later than ten (10) days after the meeting.

D. Step 3.

(1) The results in Step 2 may be appealed to arbitration by either party. Such appeal shall be made by written notice to the other party within fifteen (15) days after the date of the decision of Step 2. Upon receipt of a notice of appeal to arbitration, the parties shall promptly try to select an arbitrator by mutual agreement. If they cannot do so in a period of seven (7) days after notice of appeal, either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. The parties shall strike names from the list provided until only one name remains this person shall be the arbitrator. The parties shall decide who shall strike the first name by the toss of a coin.

(2) A hearing shall be arranged as promptly as possible after selection of the arbitrator. Both parties shall be given an opportunity to present evidence and argue the matter. The decision of the arbitrator shall be final and binding on the Union, the Authority, and all employees, except that if enabling action is required, the arbitrator shall make appropriate recommendations to the Board. The fee and expense of the arbitrator shall be equally shared between the Authority and the Union, including the charge for the hearing room, if any.

E. The Union may select as many as four (4) employees to constitute a Grievance Committee. The Union shall certify to the President and the Department Head the names of the grievance committee persons. The Grievance Committee shall meet to adjust pending grievances and to discuss procedures for avoiding future grievances. The Grievance Committee may, with approval of the Superintendent, discuss with Authority officials matters which would improve relationships between the parties. Such meetings will be held promptly upon request of either party and will follow an agreed agenda. The activities of the Grievance Committee shall be so arranged and conducted as not to interfere with operations.

F. Accredited representatives of the Union and its international body shall have free access to the premises to assist in the administration of this Agreement, including the grievance procedure, provided that the Authority shall be given reasonable notice of such visits and that such visits shall not interfere with operations.

ARTICLE XIV - STUDENT INSTRUCTION

All operators having students with them for instruction shall receive one (1) hour's pay for each day or fraction thereof, over and above their regular pay, for each student instructed.

ARTICLE XV - REPORTS

A. All operators are to be paid fifteen (15) minutes per report as compensation for reporting, preparation of records and forms, obtaining transfers and instructions, making turn-ins on passes, checking safety conditions of bus and preparation of defect slips,

etc. Operators are to sign up for such report not less than ten (10) minutes before leaving time on their runs. The remaining five (5) minutes of report time is for the end of the run.

B. Bus operators shall take a maximum of eight (8) surveys per month in the manner and on the dates specified by the Authority. The Authority shall provide materials and equipment for the taking of surveys.

C. All regular operators who report as extras at any time except at the regular reporting time for the regular runs in the morning and afternoon shall be paid time and one-half for all time held before being put to work or being excused.

D. Extra operators making reports at any time shall be paid for all time held at straight-time rate, and shall be guaranteed three (3) hours, provided however, that all work and report time in excess of eight (8) hours shall be at time and one-half.

E. Extra lists shall be posted at the dispatcher's office not later than five (5) o'clock in the afternoon for the following day. The number of persons on the extra list will be such that there will not be over one extra operator for each two (2) signed up runs, plus 10 extra for backup. Extra operators will be on a five-day week.

F. Extra operators shall not work on their regular days off if they have averaged over fifty (50) hours during the previous five-day work period. Regular operators shall be used when sufficient extra persons are not available.

G. Extra operators will be guaranteed eighty (80) hours per pay period of two weeks, providing they make all reports. If work is refused, or the operator shirks, reports off, or is otherwise unavailable, those hours thus missed shall be deducted from the eighty (80) hours guaranteed.

H. Time paid for but not worked, such as holiday pay, sick pay, etcetera, and all time lost in failing to make reports or missing assigned work or runs, shall be counted toward such guaranteed hours.

I. The Extra List will be rotated on the basis of seniority. All operators will be placed at the bottom of the list for the following reasons:

- (1) Reporting off
- (2) Sharking
- (3) Unauthorized or improper attempt to use sick leave
- (4) After completion of his/her run

ARTICLE XVI - SENIORITY AND SIGN-UP

A. All newly hired employees will be on probation during the first ninety (90) days after employment, and during such period their employment may be terminated at the discretion of the Authority. The date of hire for seniority purposes will be the day the individual is certified as a regular operator.

B. Each operator shall be entitled to hold his/her run in accordance with his/her seniority. The preferences of runs shall always belong to the operator with the highest seniority, except where drivers are incompetent to hold such runs. In such event, the Authority will take up the case with the proper committee of the Union, and after a mutual, satisfactory understanding has been reached, the employee next in line of seniority shall take his/her place.

C. The operator with the highest seniority shall have the choice of runs. The list shall be signed in accordance with the order of seniority of each operator. Should any person not desire to sign on a regular run, he/she shall become top extra worker and be first to sign on a hold-down.

D. A general sign-up for regular runs shall be held four (4) times a year, taking effect within the first two weeks of the following months: September, December, March, and June. In the event a regular run is eliminated, or wherever any changes are made of a substantial nature, unless made because of circumstances beyond the control of the Authority, or as a result of a requested change or agreed to change by a regular operator, there shall be a special sign-up. All runs will be considered vacant for the purpose of general or special sign-ups. Under normal circumstances, notice of the sign-ups will be posted not less than eight (8) days before the effective date of the schedules and the schedules will be posted not less than twenty-four (24) hours before the beginning of the actual sign-up. Expenses of all sign-ups shall be borne by the Authority provided, however, it is the responsibility of the Business Agent and President of the Union to schedule such sign-up as expeditiously as possible.

E. A list giving run number, time and route, shall be furnished to the Business Agent and President of the Union whose duty will be to see each operator in his/her turn and request him/her to sign in accordance with these rules. If a driver is off duty during a sign-up, the Business Agent and/or President shall make a choice for such driver and he/she shall work such run so chosen until the next sign-up.

F. Any operator signing on a regular run and desiring to give up such run after the sign-up has gone into effect, may be permitted to do so, but he/she shall be placed at the bottom of the extra list for the duration of the sign-up. Notice to the office to give up a run must be given at least one week in advance to become effective the first day of a pay period.

G. If a vacancy occurs after sign-up has been made, the first extra driver shall be given his/her choice of permanent runs, and be classed as a regular until the next sign-up.

H. The operation of extra list days off shall be as agreed between the Authority and the Union Committee.

I. **RECALL** - In restoring to active service drivers who have been furloughed, the drivers shall be called back to work in accordance with their seniority at the time they were furloughed. Furlough shall be in accordance with the least amount of seniority.

ARTICLE XVII - SHARKING

A. Sharking is reporting late for duty. Regular and extra operators who shark shall lose their place for one (1) day. Sharking a second time within thirty (30) days from date of the first shark shall result in loss of place for one (1) day.

B. For any subsequent shark within ninety (90) days, dating from the date of the first shark, a driver shall be subject to discipline by the Authority. It is understood and agreed that the Authority shall interview the operator in question and determine the extent of the discipline based upon all of the attendance conditions and circumstances. No discipline so far as the third shark is concerned shall be fixed or automatic, but will be based upon evaluation of the circumstances by the Authority.

C. An operator who sharks, but who contacts the Authority within thirty (30) minutes after his/her scheduled starting time, who is assigned to work by the Authority, and who actually performs such work, shall not be charged with a shark.

ARTICLE XVIII - VACATIONS AND HOLIDAYS

A. **VACATIONS** - During the term of this Agreement, all eligible operators will be entitled to vacations with pay, as follows:

1. Full vacation with pay will be granted in accordance with the following schedule to operators paid over 1800 hours in the previous calendar year:

Number of Calendar Years of Service	Maximum Annual Working Days of Vacation	Maximum Hours of Vacation Pay
1	5	40
2	10	80
6	15	129
10	20	172
15	25	215
24	30	258
30	35	301

2. For employees not entitled to full vacation, the following pro-ration will apply on the basis of hour paid in the previous calendar year:

- 1600 to 1800 hours - 83 1/3%
- 1400 to 1599 hours - 75%
- 1200 to 1399 hours - 66 2/3%
- 1000 to 1199 hours - 58 1/3%
- 600 to 999 hours - 50%
- Less than 600 hours - none

3. Hours lost due to time off for Union business or other employee activity, such as the Credit Union, will be counted as hours paid for the purpose of determining an employee's vacation right under this Article.

4. Employees of the Authority who were employed prior to January 16, 1981, will be paid vacation on the basis of forty-five (45) hours times the employee's regular straight time rate of pay, subject to pro-ration where applicable. Employees hired on or after January 16, 1981, will be paid on the basis of forty (40) hours per week of vacation, subject to pro-ration where applicable. Once they have reached eight (8) years of full time service, employees hired on or after January 16, 1981, will be paid on the basis of forty-three (43) hours per week of vacation, subject to pro-ration where applicable.

5. Employees must be in service one (1) full year before taking a vacation, unless approved by the Authority. Eligibility for vacation will begin with the date of hiring (see Article XVI.A.). Employees hired on or after July 1, 1997, will earn vacation as set out in A.1. above, but will only be eligible in the following calendar year to take a prorated vacation based on months of employment in the first calendar year of employment. The authorization to take a prorated vacation and be paid assumes employee will complete one (1) full year of employment, otherwise he/she would not be entitled to any vacation prior to his/her anniversary date.

6. If agreeable between the Authority and Union, and extra drivers are available, additional time for vacation without pay will be granted up to thirty (30) days upon application to the Authority and the Union.

7. All vacations may be split up into one week periods. Vacations shall be taken April 1, to March 31, and not be cumulative. Vacations shall be taken at such time and in such numbers as not to interfere with the routine of the Transit system. A schedule covering vacations shall be worked out by the Manager of Transportation of the Authority and the Business Agent of the Union. There will be one vacation sign-up per year to be held the last week in March. This sign-up will be conducted by the Business Agent and the President of the Union as expeditiously as possible. All vacation picks are to be made at this sign-up. Those who fail to sign-up in the prescribed period forfeit their seniority rights in that year for vacation selection.

8. Vacations may be advanced, prior to the employee's anniversary date, by the Executive Director in order not to interfere with the normal operations of the Authority.

9. Upon retirement, self-termination or dismissal by the Authority, employees will receive vacation pay in the year of retirement, self-termination or dismissal on a prorata basis up to the date of retirement, self-termination or dismissal providing he/she works his/her regular schedule until retirement, self-termination or dismissal and providing no vacation has been advanced.

10. If an employee dies and has not received the vacation to which he/she was entitled on December 31, of the preceding year, the vacation pay shall be paid to his/her surviving spouse or legal heirs, or to the executor of his/her will.

11. **HOLIDAY PAY** - Members of the Union shall receive eight (8) hours holiday pay for the following:

New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day and Christmas Day.

Any non-operational holiday falling on a Sunday and being observed by either the State or Federal government on another day, will necessitate the Authority scheduling the non-operational holiday to coincide with either the State or Federal holiday as deemed necessary by management to facilitate operations.

It is understood and agreed that for an employee to be eligible for holiday pay, (on non-operational holidays only) he/she must work the last scheduled work day prior to the holiday, and the next scheduled work day after the holiday, except where he/she is off for:

- 1. personal illness
- 2. illness in the immediate family, (which must be accompanied by verification in writing from a licensed physician)
- 3. or using bereavement leave as per the guidelines of this contract.

bereavement leave as per Section 12 of this agreement.

To receive sick leave for personal illness or illness in the family, the employee must provide verification in writing from a licensed physician or the employee must provide proof that medication was prescribed to treat the illness.

12. For the purpose of providing service on a maximum of four (4) Holidays (Martin Luther King, President, Columbus Day, and Veterans Day) the Union and Authority have reached an agreement to offer limited service (i.e. Saturday type schedule). A list shall be posted providing the opportunity for all operators to sign upon and work said Holiday. The basis for distributing the work will be as follows:

Seniority will prevail with the first Holiday offering this type service. From that point on it will be the last time worked with the rotation for the purpose of selection remaining the same.

Requesting the opportunity to work on said Holiday is strictly voluntary. If for some reason enough volunteers are not secured, it will be mandatory for the youngest operators in terms of seniority to work said Holiday. In no case will any operator be forced to work successive Holidays. This will be accomplished by starting from the last operator working on a mandatory basis for the subsequent Holiday and moving up from that point in terms of the seniority roster. After

this process is completed we will return to the bottom of the roster for the subsequent Holiday. Individuals volunteering or being forced to work said holidays and failing to report and/or complete all assigned work must bring verification in writing from a licensed physician in order to receive the holiday pay. Individuals will not incur an event since this is a voluntary work day.

ARTICLE XIX - UNIFORMS

The Authority shall provide all operators with their initial uniform set. Such set shall consist of:

1. Two pair of trousers or slacks
2. One jacket with cold weather liner
3. Five shirts (including two (2) POLO shirts)
4. Two neck ties

The color selection and material shall be agreeable to the Authority and the Union. After thirty (30) days notice by the Authority, all operators shall be in uniform. Any operator out of uniform will not be permitted to work. For the duration of this Agreement, the Authority will pay each full-time operator thirty dollars (\$30.00) per month for uniform maintenance and replacement, starting with April of 1983. The wearing of ties is not mandatory. POLO shirts with logos must be purchased from WRTA authorized provider. **All operators reporting for work must be in a complete and clean uniform.**

ARTICLE XX - CONDUCT OF EMPLOYEES

It is further understood and agreed between the Authority and the Union, that in consideration of the foregoing, said employees will to the best of their ability, conduct themselves as ladies and gentlemen, be courteous to passengers and the traveling public, and work at all times in the best interest of said Authority, that they will keep in strict compliance with all rules and regulations of the Authority and cheerfully obey all orders of the same when not in conflict with the rules and scale of wages entered into in this Agreement. They further agree at all times to protect the property from injury at their own hands, and at the hands of others when in their power to do so; that in handling buses of all kinds to use their best judgment and to use every effort to prevent injury to the property and persons of the traveling public.

ARTICLE XXI - NO STRIKES AND NO LOCKOUTS

The Union agrees that there shall be no strikes, slowdowns, picketing, boycotts, interference with the business of the Authority or work stoppage by the Union or any employees during the term of this Agreement. The Authority agrees that there shall be no lockout of its employees during the term of this Agreement.

ARTICLE XXII - CONFLICT WITH LAW

Wherever this Agreement conflicts with any applicable state or federal law or regulation, such law or regulation shall prevail.

ARTICLE XXIII - PRESERVATION OF RIGHTS, ETC.

The parties hereto agree that the preservation of rights, privileges, and benefits of the members of the Union under existing collective bargaining agreements and applicable law is effected by this Agreement, and this Agreement may be used as evidence of such fact by the Authority in conjunction with application for grants and other purposes.

ARTICLE XXIV - PERIOD COVERED BY AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2013 until midnight, June 30, 2016, and shall remain in effect from year to year thereafter unless changed as herein provided. If either party desires to negotiate any changes or modifications in this Agreement at the end of the initial term or any annual extension thereof, the party shall notify the other party in writing of its desire to enter into negotiations for that purpose at least sixty (60) days prior to the expiration of the initial term or any extension thereof.

BARGAINING AGREEMENT

THE ALMALGAMATED TRANSIT UNION, LOCAL 272, YOUNGSTOWN, OHIO

JULY 1, 2013 THRU JUNE 30, 2016

UNION

<u>John J. Remei</u>	TITLE	<u>PRPS/BA.</u>	DATE	<u>9-18-13</u>
<u>Charles D. McCarty</u>	TITLE	<u>V-PRPS</u>	DATE	<u>9-18-13</u>
<u>[Signature]</u>	Witness	<u>FinSec/Rec-Sec</u>	DATE	<u>9-18-13</u>

WESTERN RESERVE TRANSIT AUTHORITY

<u>James J. Ferraro</u>	TITLE	<u>EXECUTIVE DIRECTOR</u>	DATE	<u>9-26-13</u>
James J. Ferraro				

BOARD OF TRUSTEES

<u>[Signature]</u>	TITLE	<u>PRESIDENT</u>	DATE	<u>9-26-13</u>
John Brown III				

ADDENDUM A

Attendance Policy

EFFECTIVE JULY 1, 2013

ADDENDUM A

WESTERN RESERVE TRANSIT AUTHORITY

ATU ATTENDANCE POLICY

This policy has been established to increase the effectiveness and efficiency of WRTA. All employees should thoroughly familiarize themselves with the information contained in this policy. Regular attendance is essential to the effective operation of our system, and to our commitment to provide quality on-time service to our riders, and to our community.

The Authority recognizes that from time to time we all have illnesses and other absences that prevent us from working. Perfect attendance for most of us is an unattainable goal. The attendance control policy outlined below is designed solely to address absences that are excessive beyond what normally could be expected, and which disrupt the efficiency of our operation.

This system is therefore structured to support the objective of regular attendance. It contains a series of control steps that reminds those whose absences are exceeding an acceptable level that there is room for improvement. The labor agreements (Perfect Attendance Days) rewards those who make an effort to improve by offering them an incentive to do so.

1) Definitions

A - An attendance event is anytime an employee is not at work when scheduled.

- Consecutive days off for the same reason shall be considered only one (1) attendance event. However, three (3) or more consecutive days of unexcused absence shall be considered as individual attendance events. (See Article VI – Item C)

B - A non-chargeable absence is one that is excused by the definitions in this policy.

2) Departmental Practice

A -Transportation

1. **Sharks** - If an operator sharks and does not work he/she will be charged with one (1) event. If an operator sharks and works he/she will not be charged with an event.
2. **Partial Work Day**-If an operator calls in and reports off for a partial work day he/she will be charged with one-half (½) an event.

3) Non-chargeable absences

- A - Benefits payable by contract (Vacation, Bereavement, PA Days, Personal Days, & Jury Duty).
- B - Official Authority or Union Business.
- C - Court subpoenas or summons.
- D - Worker's compensation claims validated by the bureau, only if the absence is reported as such at the time of calling off.
- E - Consecutive days of absences that include in-patient hospital stay or out-patient surgery, including recovery time, such absence must be accompanied by an appropriate medical statement.
- F - Authorized leaves of absence. (includes FMLA & Workers Compensation)
- G - Suspensions.

4) The Policy

Control for chargeable absences will be administered according to the following schedule, and will accrue on a rolling twelve month basis.

No. of Events	CONTROL STEPS
One (1) thru ten (10) events -----	NO ACTION
Eleventh (11) event -----	VERBAL WARNING
Twelfth (12) event -----	WRITTEN WARNING
Thirteenth (13) event -----	MANDATORY VISIT TO DEPARTMENT HEAD
Fourteenth (14) event - -----	FINAL WARNING and FINAL COUNSELING IN LIEU OF SUSPENSION.
Fifteenth (15) event -----	SUBJECT TO DISCIPLINE, UP TO, AND INCLUDING TERMINATION, PENDING A MEETING WITH DEPARTMENT HEAD, DIRECTOR OF HUMAN RESOURCES, OR THEIR DESIGNEE, AND UNION REPRESENTATIVES.

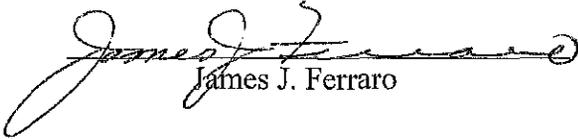
AGREEMENT OF THIS ATTENDANCE POLICY:

EFFECTIVE DATE: July 1, 2013

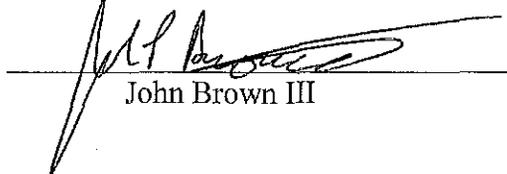
ATU REPRESENTATIVE(S):

John J. Remius Pres/BA.
Charles B. McLoughlin Pres
Triffin Rusec/Pres

EXECUTIVE DIRECTOR WRTA


James J. Ferraro

PRESIDENT


John Brown III