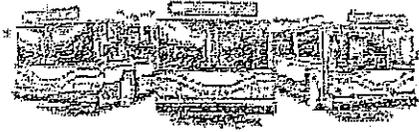


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STATE EMPLOYMENT  
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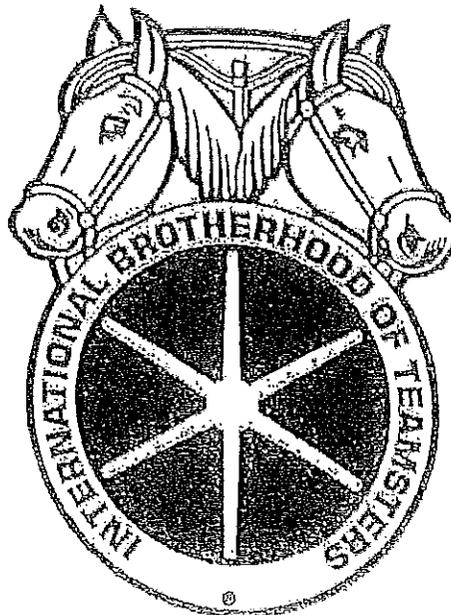
Western Reserve Transit Authority

**WRTA**

*People On The Move.*

**AGREEMENT BETWEEN**  
**THE WESTERN RESERVE TRANSIT AUTHORITY**  
**- SERVICE -**  
**AND**  
**THE INTERNATIONAL BROTHERHOOD OF**  
**TEAMSTERS LOCAL 377**

**FEBRUARY 1, 2013 THROUGH JANUARY 31, 2016**



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## AGREEMENT

This Agreement entered into by and between the **WESTERN RESERVE TRANSIT AUTHORITY**, its successors and assigns, hereinafter called the "Authority" and **THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 377**, hereinafter called the "Union".

### WITNESSETH:

That the Authority and the Union agree that in the operations of the shops and garage of the Authority, this Contract shall be in effect for the period commencing February 1, 2013 and ending January 31, 2016.

## ARTICLE I COVERAGE OF THE BARGAINING UNIT

A. The provisions of this Agreement shall be binding upon the Authority and its successors and assigns and all of the terms obligations herein contained shall not be affected or changed in any respect by the consolidations, merger, sale, transfer or assignment of the Authority of any or all of its property, or affected or changed in management of the Authority.

B. This Agreement covers employees of the Authority's shops and garage who are engaged in Service Person. Service work shall include, but not limited to, servicing all transit buses & vehicles, hostling, fueling, washing, cleaning, parking, cleaning facilities, tire repair, building & grounds maintenance, snow removal, and forklift operations,

C. 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 provision of this Agreement.

D. 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 on 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 are covered by this Agreement.

**ARTICLE II**  
**WAGE RATES**

**A. Service Employees:**

CLASSIFICATION	<u>2/1/13</u>	<u>2/1/14</u>	<u>2/1/15</u>
Service "A" and Tire Repairman			
Over four (4) years	19.50	20.09	20.69
36 months or less	19.37	19.95	20.55
24 months or less	19.29	19.87	20.47
12 months or less	18.18	18.73	19.29

\*All current Service "A" department employees will be advanced to top rate, employed as of February 1, 2013.

A shift differential of twenty-five (.25) cents per hour shall be paid in addition to base pay rate to employees working a shift scheduled to begin prior to 6:00 a.m. or end after 6 p.m. Any employee scheduled to start prior to 6:00 a.m. will receive this shift differential up to 7:00 a.m. when the day turn is scheduled to report to work.

**B. 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 Workers Compensation leave, or on leave of absence, are not actively employed for the purposes of this section. Such longevity pay will in the amount of twenty (20) dollars per year for each full year of service up to a maximum of thirty (30) years. 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 towards the employee's longevity pay for the present year.

**C. PERFECT ATTENDANCE**

The Authority agrees to provide a paid day off to an employee who reports for and completes all assigned scheduled work hours by reporting for work on time and completing the entire scheduled shift over a three (3) month period. The four (4) three (3) month periods are: January thru March, April thru June, July thru September, and October thru December. The only acceptable absence will be the use of a previously earned perfect attendance day, a personal day, vacation days, jury duty or bereavement leave as per the contract guidelines.

Such employee will take a day off that is agreeable to the employee and the Authority. The employee must take the day off for perfect attendance within twelve (12) months from the time it was earned or forfeit said day.

**D. D.R.I.V.E.**

The Employer agrees to deduct for the paycheck of all employees covered by this Agreement voluntary contributions to OHIO DRIVE. OHIO DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employed on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**ARTICLE III  
WORKING CONDITIONS**

A. Eight (8) consecutive hours shall constitute a day's work, and five (5) consecutive eight (8) days a work week, Monday-Friday.

Currently, some servicemen are scheduled an average of forty hours (40) hours per week. All new employees covered by this contract shall be scheduled for forty (40) hours per week.

A service person may be called upon to perform work not strictly within their job classification; but work which is prerogative of Local 377, when service priorities demand and/or when the performance of routine duties within an employee classification is superseded by the necessary of accomplishing work in other job classifications belonging to Local 377 but necessary to the efficient operation of the Authority as determined by the Maintenance Director or his designee.

If there is an absence of work within an individual's classification they may be utilized gainfully in performing work within another classification provided that all individuals present at work within the other classification are occupied there in and that work is available and determined to be necessary by the Director of Maintenance or his designee.

B. Each and every employee covered by this Agreement shall receive a wash-up allowance of \$1.00 per work day worked a minimum of six (6) hours. This allowance shall apply to the employees working a part or whole day, provided the employee has worked a minimum of six (6) hours.

C. Unavoidable overtime shall only be worked on emergency service work before or after the regular work day and shall be paid for at the rate of time and one-half ( $1 \frac{1}{2}$ ). The Authority agrees to pay double time for all hours worked on Sunday, providing Sunday does not become a regular day of operation for the Authority. Employees called to work overtime after being relieved for the day will be granted three (3) hours pay for two hours work or less. If a volunteer for an overtime assignment cannot be obtained, it shall be mandatory that the youngest person in terms of seniority will work.

D. Every Teamster member under the contract will be required to maintain a valid Commercial Driver's License (CDL) as a condition of employment. Any employee who temporarily loses their CDL – driving privileges – may not drive any WRTA vehicle for any reason. The employee will be given up to thirty (30) days from date of suspension to reestablish driving privileges without jeopardizing their spot on the roster. During any license suspension, the Authority and the Union will immediately meet with the affected employee to determine if the employee can reacquire driving privileges within a specified period of time.

E. Job Sign-up- All jobs performed will be posted in the Maintenance Department by Classification, by shift, on an annual basis in December. Employees will be scheduled in the new year according to sign-up. Special sign-ups may occur and be posted in a like manner.

F. All jobs shall be bulletined fourteen (14) days prior to the assignment, giving all employees who come under the jurisdiction of the classification in which the job may fall, a right to bid on said job. Pending a sign-up, the job may be temporarily filled by the foreman in charge. During vacation, additional time will be allowed to permit choice of posted jobs by all employees.

G. All employees failing to bid upon a job which has been bulletined for the above period thereupon forfeit all rights and claims to said sign-up.

H. Any individual having been selected by a sign-up maintains the rights and privileges to bid on newly posted jobs and make changes accordingly, provided his/her seniority permits.

I. At the end of the sign-up period, the open job shall be awarded to the oldest signer in point of seniority and jurisdiction. In the event the signer is found to be incompetent, the foreman shall notify the shop steward, who will arrange a committee of two service personnel to meet with the foreman and Director of Maintenance to review the case. If the signer should be found unqualified, he/she shall be required to return to his/her old job and the job then assigned to the next signer who is qualified by seniority and jurisdiction.

J. Seniority lists shall be posted on the employees' bulletin board and up dated no less than every six (6) months.

- K. The sign-up sheet must fully outline the nature of the work.
- L. A copy must be posted on all shop bulletin boards and such copies must be furnished to all shop stewards throughout the shop.
- M. The Director of Maintenance may not change employees permanently from one classification to another without proper sign-up procedure. The foreman may change employees from one classification to another pending sign-ups, or in an emergency.
- N. All temporary jobs shall be permitted for a period of thirty (30) days only. At the end of thirty days, the job must be bulletined and becomes a permanent job. In order to abolish a permanent job, notice shall be given to those who are concerned. This notice must be posted fourteen (14) days prior to such action, and all employees shall have the privilege of replacing other employees having less seniority.
- O. All employees on all shifts shall be allowed one hour without reduction of time on Christmas Eve and New Year's Eve, and on national elections held during November. Employees providing proper documentation for serving on jury duty will be paid for time lost at regular straight time rate, less amount received for such duty.
- P. The Authority agrees to furnish five (5) work uniforms per week for all full-time employees covered by this Agreement.
- Q. The Authority agrees to furnish equipment it deems necessary for satisfactory job performance.
- R. Any employee injured on the job to the extent that medical attention is necessary will receive pay for the time medical attention is being administered but not to exceed the remainder of his/her scheduled work shift for the day on which the injury occurred.
- S. The Authority agrees to scheduled three (3) people for the afternoon shift to ensure that the fueling and hostling of vehicles will move as efficiently and orderly as possible. The only exceptions to this agreement will be the scheduling of paid time off for employees on the afternoon shift or if an individual scheduled on the afternoon shift fails to report for work or if employee is on vacation.
- T. Warning letters in employee's personnel file shall remain in effect for a period of not more than twelve (12) months for the basis of progression; letters will remain in file, however.
- U. Serviceman employed by WRTA will be scheduled no less than six (6) hours on Saturdays, all work on Saturdays will be paid at time and one-half.

All Saturday Work will be paid at the time and one half (1 ½) times the hourly rate, as long as the employee has forty (40) hours straight time worked, or uses vacation, Holiday pay or PA day, to account for forty (40) hours.

V. Employees shall be scheduled no less than six (6) hours on Saturdays. All Saturday work will be at time and one half (1 ½) the hourly rate as long as employee has his forty (40) hours straight time amassed or uses vacation, sick leave or Perfect Attendance Day to achieve forty (40) hours.

#### **ARTICLE IV** **SENIORITY**

A. All newly hired employees will be on probation during the first three (3) months after the date of hire, and during such period, their employment may be terminated at the discretion of the Authority. If it becomes necessary to extend the probationary period of a new hiree, the Union will be contacted prior to the extension of said probationary period. Upon the completion of such probationary period, such employee will have seniority as of the date of hire.

B. There shall be established a system of seniority to govern when forces are reduced and again restored, and to provide reference to employees who are oldest in point of service for filling vacancies. It is agreeable that the Authority notify and meet with the Union if a layoff is scheduled. In case of cutback, any employee moving to a new turn shall pick his/her work in accordance with seniority.

C. There shall be posted a separate list of the employees covered by this Contract. This list will show the last entrance date of employees into the job classification over which the Union has jurisdiction.

D. Where the records show an employee was taken out of service, and following a complaint thereon, was restored to service, it shall not be considered a break in said employee's service record.

E. If there is an error in a seniority date, the employee must file a protest of seniority list and such complaint shall be handled in accordance with the provisions of ARTICLE VII of this Agreement. Seniority dates will accurately reflect seniority based on the last date of hire.

#### **ARTICLE V** **VACATIONS & HOLIDAYS**

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

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

<u>Number of Calendar Years of Service</u>	<u>Maximum Annual Working Days of Vacation</u>	<u>Maximum Hours of Vacation Pay</u>
1	5	40
2	10	80
8	15	120
10	20	160
15	25	200
27	30	240

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

1600 to 1800 hours	83 1/3%
1400 to 1599 hours	75%
1200 to 1399	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 excused activity, will be counted as hours paid for the purpose of determining an employee's vacation rights under this ARTICLE.

4. Vacation will be paid at the straight-time hourly rate on the basis of forty (40) hours per week of vacation, subject to pro-ration where applicable.

5. Employees must be in service one full year before taking a vacation. Eligibility for vacation will date from date of hiring. Employees hired after January 16, 1981 will earn vacation as set 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 will/would not be entitled to any vacation prior to his/her anniversary date.

6. If agreeable between the Authority and the Union, and extra workers 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. A vacation sign-up shall be conducted annually during the second full week of December for the following calendar year. All vacations may be split into one-week periods. Vacations shall be taken January 1 to December 31 and not be cumulative. Not more than one (1) employee shall be permitted to sign in December on a seniority basis. There shall be one vacation sign-up per year with employees selecting preferences according to seniority. Individuals who do not sign up in the prescribed time forfeit their rights to select a preferred vacation time.

Employees shall be permitted to use vacation time in lieu of sick leave in one (1) day increments provided the employee does not have 80 hours in the sick bank. Employees may take a maximum of fifteen (15) single day vacations and of those fifteen days, employees will have the right to split two (2) days of vacation, a total of sixteen (16) hours, into two (2) hour increments only if one-half (1/2) of the effected employee's vacation is signed up for in December of the previous year. Employees using vacation in one (1) day or two (2) hour increments must give twenty-four (24) hour advance notice and have approval from the Maintenance Director. When a single day is used in accordance with the contract, the employee may choose which day will removed from the vacation schedule.

8. Upon retirement, self-termination or dismissal, the employee will receive vacation pay in the year of retirement, self-termination or dismissal on a prorated basis up to the date of retirement, self-termination, or dismissal providing he/she works the regular schedule until retirement, self-termination or dismissal.

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

10. Vacations shall be taken at such time and in such numbers as not to interfere with the operations of the system. A schedule covering vacations shall be worked out by the Maintenance Manager and the designated representative of the Union.

11. The Director of Maintenance may advance vacations prior to the anniversary date in order to maintain normal operations.

12. Members of the Union shall receive holiday benefits for the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans 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.

13. In order to receive holiday benefits, an employee must have worked his/her last entire scheduled work day prior to the holiday and his/her first entire scheduled work day after the holiday, except where the employee is off due to sickness verified by a Doctor's certificate, or related medical prescription." Three (3) members will work a minimum of six (6) hours at time and one half (1½) on the following holidays: MLK Day, President's Day, Columbus Day and Veteran's Day.

14. Holidays falling during a vacation period will entitle the employees affected to an additional day off on his/her first scheduled work day following the vacation.

**ARTICLE VI**  
**REDUCTION IN FORCE**

If it becomes necessary to reduce expenses, forces shall be reduced unless a reduction in hours is mutually agreed upon. When forces are reduced, seniority shall prevail. Seniority shall likewise prevail when forces are again restored. No new help shall be hired while a reduction in force is in effect.

**ARTICLE VII**  
**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 of the Authority starting in Step 2 at any time within thirty (30) days following discovery of the facts giving rise to the dispute.

**Step 1:** If an employee has a complaint, he/she may, with or without a grievance officer present, as the employee may elect, discuss it with the immediate supervisor, who shall try to give an answer within three (3) days, keeping a record of the question and the answer.

**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 Executive Director or the Director's representative. The Union and the Authority may initiate grievances in writing in Step 2. All writings filed in Step 2 must be dated and presented within thirty (30) days following discovery of the facts giving rise to the dispute. Upon timely presentation in the matter 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. Decision in Step 2 shall be rendered promptly, no later than ten (10) after the meeting. If satisfactory disposition of the grievance is not made in Step 2, then;

**Step 3:** The grievance 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 in 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 live (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. Hearings 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 of the Union, the Authority, and all employees involved, save 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 charges for the hearing room, if any.

B. The Union may select not to exceed three (3) employees to constitute a Grievance Committee. The Union shall certify to the President and the Department Superintendent 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 the Authority officials matter which would improve relationships between the parties. Such meeting 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.

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

### **ARTICLE VIII** **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 employee 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 IX** **EARNED SICK HOURS, SICK LEAVES & INSURANCE**

A. Employees employed by the Authority prior to February 1, 2002 will be entitled for each eighty (80) hours of service to sick leave of four and six tenths (4 6/10) hours with pay.

Employees hired on or after February 1, 2002 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 and sixty (160) hours of service. Following five (5) years of continuous full-time employment with the Authority, employees hired on or after February 1, 2002 shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4 6/10ths) hours with pay.

Employees may use sick leave upon approval of the Director of Maintenance, 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. Sixty (60) minute notification prior to scheduled starting time is necessary in

order to receive accumulated sick pay when reporting off for illness. Unused sick leave shall be cumulative up to fifteen hundred (1500) hours. 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 of his/her immediate family unless the employee has a minimum of eighty (80) hours accumulated in the sick bank.

B. Any employee having less than eighty (80) hours accumulated in the sick bank who is injured or involved in an accident that requires medical attention and certification, shall receive payment from the first day of work missed until the accumulated sick hours are exhausted. The preceding sentence also apply to accident or injury to the employee's immediate family.

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

The Authority agrees to extend employer paid health insurance coverage to all Local 377 members for a period not to exceed twelve (12) consecutive months following the exhausting of accrued sick time and vacation hours. This area pertains to employees off for illness or injury that is not paid health insurance coverage to all Local 377 members for a period not to exceed six (6) months for a work related injury.

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 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 certificate shall be grounds for disciplinary action, including dismissal.

D. A leave of absence will be granted to an employee for illness following the expiration of accumulated sick hours up to maximum of ninety (90) days. A licensed physician's certification is required to verify the employee's condition and it shall contain a date as to when the employee shall be fit to return to work. Extensions of ninety day periods may be obtained upon joint approval of Union Management. The Authority has the right to require an examination, by a physician of its choosing anytime during a leave of absence. If Authority's physician deems the employee fit to return to work, a second opinion will be sought and if this opinion also deems the employee fit to return to work, the employee will have 72 hours to return to work or be terminated. (An active employee is an employee who is on the payroll and receiving pay for work performed or using accumulated sick hours to receive pay.) (Any employee that is determined inactive shall not be accorded benefits effective with the first day of a complete month following the change to inactive status.)

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

1. The employee will receive payment computed as follows:

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

Where "L" (longevity) is the number of full years of service 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); and

"R" is the employee's rate of pay at termination, death, or retirement.

F. The Authority shall pay the employee's premium CORE hospitalization plan, major medical, surgical, dental and optical insurance, and provide all employees with a booklet describing the benefits provided. Health insurance deductibles -\$500 per single plan, and \$1000 per family plan will be the responsibility of the employee. Any optional benefit plan offered by the Authority will require employee contribution equal to the difference in premium rate between the CORE Plan and the option plan selected by the employee.

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

Each employee will be provided with \$12,000.00 life insurance coverage in the first month after his/her employment.

The Authority will establish a self-insured coverage for each retiree in the amount of 1,200.00.

#### **ARTICLE X** **BEREAVEMENT LEAVE**

If a member of the employee's immediate family dies, such employee may take time off with regular pay, provided that such time off does not exceed three (3) consecutive eight (8) hour 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 circumstances will an employee receive bereavement leave for a day on which he or she is not scheduled to work. Bereavement leave shall not be granted beyond the day immediately following burial. The employee shall notify his/her supervisor of the death of the family member and the dates the employee will be on leave as soon as possible. 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, death certificate, birth certificate, etc.

**ARTICLE XI**  
**PERSONAL LEAVE WITHOUT PAY**

In order to conduct personal business, an employee may take up to three (3) days of leave without pay per year, providing that such leave has been approved twenty-four (24) hours in advance by the Authority. 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).

**ARTICLE XII**  
**OTHER ACTIVITIES**

A. The Union will not allow its members to perform the services that it performs for the Authority for any other firm for lower rates than herein provided.

B. The Authority agrees that if its operations expand to include additional facilities, the rates for the employees in those facilities for performing duties similar to the employees under this agreement shall be:

1. No lower than the rates herein provided, or
2. If lower, subject to negotiations with the Union.

**ARTICLE XIII**  
**JOINT SAFETY COMMITTEE**

A. The Authority agrees to form a Joint Safety Committee composed of two bargaining unit members and two members representing management. The Safety Committee will meet on a quarterly basis for one (1) hours within the working day. The purpose of the Safety Committee is to monitor working conditions and practices, and to recommend to the Executive Director ways in which a safe working environment can be maintained. Bargaining unit Safety Committee members will serve at the pleasure of the bargaining unit.

B. The Authority, will at all times, post a list of all the potentially hazardous chemical products used by the employees. Further, the employer will provide the employees with information about the chemical makeup of those products if that information is provided to the employer by the manufacturer of the products.

Further, the employer, to the extent required by state or federal laws, shall make the employees award of the chemical content of products and their dangerous effects. No employee will be unreasonably required to use chemical products which actually cause physical harm to the employee and the employer will make every reasonable effort to accommodate employees at the work place who are physically affected by any hazardous

products. Employees will utilize personal protective equipment as determined by the employer to safeguard them from chemical hazards failure to comply will result in termination.

**ARTICLE XIV**  
**CONFLICT WITH LAW**

Wherever this Agreement conflicts with any applicable state or federal law or regulation, notwithstanding anything herein contained to the contrary, such law or regulation shall prevail.

**ARTICLE XV**  
**PRESERVATION OF RIGHTS, ETC.**

The parties hereto agree that the preservation of rights, privileges and benefits of the employees under an existing collective bargaining agreement and applicable law is affected by this Agreement, and this Agreement may be used as evidence of such fact by the Authority in conjunction with applications for grants and other purposes.

**ARTICLE XVI**  
**MISCELLANEOUS**

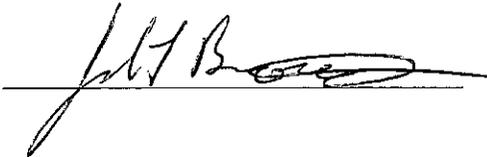
The Authority shall provide the spouse of each employee with a free bus pass when a photo I.D. pass system is implemented by the Authority.

**ARTICLE XVII**  
**PERIOD COVERED BY AGREEMENT**

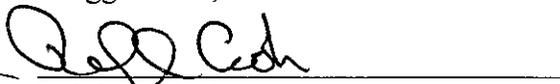
This Agreement cancels and takes the place of any and all Agreements or Contracts governing the employees covered by this Agreement and shall be in full force and effect from February 1, 2013 until January 31, 2016 at midnight. Either party desiring to make changes in this Agreement shall give notice to the other party sixty (60) days prior to expiration of the Agreement. After receipt of such notice, both parties in this Agreement shall, through their representatives, confer and negotiate such matters to a conclusion.

WITNESS our signature this 27 day of August 2013.

**THE WESTERN RESERVE  
AUTHORITY**

**TEAMSTERS LOCAL NO. 377**

  
Richard Sandberg, President  
  
Gregg Shadle, Vice President  
  
Ralph Cook, Secretary-Treasurer  
  
Alan Kish  
  
Rob Dillard

## **Addendum A**

### **WESTERN RESERVE TRANSIT AUTHORITY**

#### **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 designated 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 Agreement's (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.

An employee, failing to report-off or notify the Authority of absence, and no verifiable reason is given for such absence, will be charged an event "Absent without Leave (A.W.O.L.)" and for each subsequent day of absence, in such case.

Consecutive days off for the same reason shall be considered only one (1) attendance event.

- B. A non-chargeable absence is one that is excused by the definitions in this policy.
- C. Pattern absences are those that occur in a regular pattern or sequence.

2. **Departmental Practice**

A. Maintenance Department Employees may report off two (2) hours or less four (4) times in the “rolling” year without being charged an event.

3. **Non-chargeable absences**

- A. Benefits payable by contract (Vacation, Bereavement, PA Days, Personal Days, Jury Duty).
- B. Official Authority Business.
- C. Court subpoenas or summons.
- D. Worker’s compensation claims validated by the bureau.
- E. Consecutive days of absence that include inpatient hospital stay.
- F. Authorized leaves of absence.
- 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 Step

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 COUSELING IN LIEU OF SUSPENSION.**

Fifteenth (15) event – **SUBJECT TO DISCHARGE, PENDING A MEETING WITH DEPARTMENT HEAD, DIRECTOR OF HUMAN RESOURCES, OR THEIR DESIGNEE AND, UNION REPRESENTATIVE(S).**

**AGREEMENT OF THIS ATTENDANCE POLICY:**

DATE: AUG. 22, 2013

**UNION REPRESENTATIVE:**



**EXECUTIVE DIRECTOR WRTA:**

