



## LABOR AGREEMENT

By and Between

**South East Area Transit (S.E.A.T.)**  
and  
**Teamsters Local Union No. 637**

13-MED-03-0220  
2985-01  
K30180  
11/26/2013

### INTENT AND PURPOSE

(A) This Agreement is made and entered into by and between the *South East Area Transit (S.E.A.T.)* hereinafter referred as to the "Employer", and *Teamsters Local Union No. 637*, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

(B) This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union to provide for the peaceful and equitable adjustment of grievances and differences, and to provide for the establishment of wages, hours and terms and conditions of employment.

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

### ARTICLE 1. RECOGNITION

(A) The Union is recognized as the sole and exclusive representative for all employees in the following classifications (excluding temporary employees):

*Operators*  
*Hostlers*  
*Mechanics*

### ARTICLE 2. DESIGNATION OF EMPLOYEES

(A) Full-time employees are those employees who work on a regularly scheduled assignment of thirty (30) hours or more each week. Full time employees will be guaranteed a pay of a minimum of thirty-two (32) hours per week if the employee makes all reports as scheduled and completes all assignments.

(B) Part-time employees are those who do not work a regularly scheduled work assignment or who do hold a regularly scheduled work assignment of less than thirty (30) hours per week. Part-time employees can number no more than twenty percent (20%). Part-time employees will be entitled to holiday pay for the six stated holidays, one hundred percent (100%) of the stated vacation schedule in addition to the grievance procedure and as specifically provided elsewhere in this Agreement. If a part-time employee works 30 or more hours per week for thirteen (13) weeks in a twenty-six (26) week period as an extra employee, then at the request of the Union the parties will meet to discuss whether the employee should be added to the seniority list as a full-time employee with a seniority date retroactive to date of hire. Such discussions may take place earlier by agreement of the parties.

(C) Temporary employees are used by the Employer on an irregular basis as the needs of the Employer may require. Temporary employees will not be required to pay union dues or participate under any provisions of this Agreement, except the appropriate wage rate. Temporary employees shall be limited to a maximum of 18 hours per week.

(D) Temporary and Part-time employees shall not be used to deprive full-time employees of 40 hours a week or their regular scheduled work week. Temporary and part-time employees will not be used if full-time

employees are laid off. All classifications must have full-time and part-time employees before using a temporary employee in their classification. There will be no more than two (2) temporary employees at each terminal.

### **ARTICLE 3. MANAGEMENT RIGHTS AND PREROGATIVES**

Except as otherwise specifically limited by this Agreement, the Employer retains all rights to fully control any matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement unless in violation of a specific provision of this Agreement. Without limiting the generality of the foregoing, such rights and functions specifically include:

The hiring, direction, supervision, discipline and discharge for just cause of employees;

The planning, direction, control, scheduling, modification and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of route and schedules and in general the determination of the nature and extent of service to be provided;

The number or location of departments, including the establishment of new departments and relocation or closing of old departments;

The determination of groupings or departments for any purpose including, but not limited to, assignment of employees;

The determination of layout, equipment, vehicles, structures and other materials to be used in the business;

The procedures, policies, techniques, methods and means of operating the Employer's business, including the contracting, subcontracting or leasing of work;

The determination of financial policies, including general accounting procedures, establishment and modification of fares and customer relations;

The determination of the overall organization of the Employer's business;

The determination of the size of the work force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and/or applicants for employment, promotion, transfer, and;

The establishment of standards of customer service, quality of work and other measures of employee productivity;

Furthermore, the Employer may implement and enforce its reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Upon implementation of any new rules or modification of existing rules, the Employer shall give written notice to the Union and employees.

The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

### **ARTICLE 4. UNION SECURITY AND FAIR SHARE FEE**

(A) All employees who become members of the Union shall become and remain members in good standing of the Union as a condition of employment on or after the ninety-first (91st) calendar day following the beginning of their employment or on and after the ninety-first (91st) calendar day of the effective date of this Agreement, whichever is later.

(B) All employees in the bargaining unit who do not become members of the Union within ninety (90) calendar days of the signing of this Agreement shall pay a Fair Share Fee to the Union. All employees hired into

bargaining unit positions after the effective date of this Agreement who do not become members of the Union in good standing within ninety (90) calendar days of their date of hire shall pay a Fair Share Fee to the Union. The Fair Share Fee amount shall be certified to the Employer by the Union, and shall not exceed the dues regularly required of Union members. Deduction from pay and payment to the Union of the Fair Share Fee shall be made in accordance with the regular dues deductions as provided herein.

(C) An employee who becomes delinquent in his/her union dues or initiation fee or Fair Share Fee shall be discharged by the Employer ten (10) days after the Employer receives written notice from the Union of such delinquency, unless such written notice is cancelled by the Union during the ten (10) day period.

No employee shall be required as a condition of employment to join, or maintain membership in the Union. 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 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.

#### **ARTICLE 5. DUES AND FAIR SHARE FEE CHECK-OFF**

(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 provide the authorization forms 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. The Employer agrees to remit a copy of all new dues deduction authorization forms and a list of employees from whose pay dues were deducted on the check-off billing. The Employer will submit one copy of the check-off billing and a check for the total amount so deducted to the Union prior to the twentieth (20th) day of the month.

(B) It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions 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) 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.

#### **ARTICLE 6. PROBATIONARY EMPLOYEES**

(A) An employee shall be on probation for the first ninety (90) calendar days of employment including the training period.

(B) The probationary period shall constitute a trial period during which the Employer will judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. The judgment of the Employer regarding a probationary employee's qualifications will not be subject to the grievance and arbitration procedure. New employees will be subject to all other provisions of the Agreement unless specifically excluded.

(C) The term "qualifications" means, but is not limited to, performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements of the position for which he or she is employed.

(D) The Employer shall notify the Union when new employees are hired.

## ARTICLE 7. STEWARDS

(A) The Employer recognizes the right of the Union to designate job stewards and alternate stewards from the Employer's seniority list. 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 representative who will deal with the Employer. The authority of the job stewards and designated alternates 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 Employer:

A) The investigation, presentation and processing of grievances with the Employer or its designated representative or other employee.

2. 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:

a.) have been reduced to writing, or

b.) if not reduced to writing are of a routine nature and do not involved work stoppages, slowdowns, or any other interference with the employer's business.

(B) The Union shall designate to the Employer those of its representatives who are not employees of the Employer which it desires to act on behalf of the employees of the Employer. Such designated representatives of the Union shall be permitted by the Employer to visit the premises of the Employer's facilities for the purpose of observing working conditions, investigating grievances and to see that this Agreement is observed. Such designated representatives shall be required to notify the Transit Manager/Director, or in the Transit Manager's/Director's absence, a member of the administrative staff of their presence upon arrival.

(C) Any such visit by designated non-employee Union representatives shall occur without loss of any time to the Employer or without any other interference with the duties of the employees. If the designated Union representative wishes to discuss any matter with the employees covered by this Agreement, such discussions may take place only during the non-work time of such employee and may not occur in the Employer's work areas, in the Employer's vehicles or any other area of the Employer's facilities which are open to the public, but such discussions may take place in non-work area which are not open to the public. Upon first obtaining permission of the Employer, such representative and/or officer may conduct business with those employees who are on Employer time.

(D) The Employer will pay for one Union Steward's attendance to the Step 2 grievance procedure meeting. Such compensated time is not to exceed sixty (60) minutes. Time paid under this provision will not be considered hours worked for the purpose of calculating overtime.

## ARTICLE 8. NO STRIKE/NO LOCKOUT

(A) The Union agrees that neither the Union nor the employees represented by the Union will for any reason, directly or indirectly, or sympathetically call, sanction, encourage, condone or engage in any strike, slowdown or stoppage of work or operations, boycott or engage in any other interference with the business of the Employer for the duration of this Agreement.

(B) The Union will cooperate with the Employer in continuing operations and will discourage any violation of this Article.

(C) In the event a violation of this Article occurs, the Union will made a good faith effort to terminate such activity by immediately notifying employees that the violation is not sanctioned or approved by the Union, and requesting that employees cease the violation and return to work at once.

(D) If, during the term of this Agreement, an employee or group of employees violates this section without the authorization of the Union, the Union shall have no liability for damages if it has complied with Section B of this Article.

(E) Violations of this Article by employee shall be proper cause for discharge or other disciplinary action. Such disciplinary action shall be subject to the Grievance-Arbitration procedures of this Agreement only to the extent of whether the employee did or did not commit the violation, and not as to the severity of the discipline.

(F) The Employer will not lock out the employees represented by the Union during the duration of this Agreement. Violation of this Section will be subject to the Grievance-Arbitration procedures of this Article.

#### ARTICLE 9. SENIORITY

(A) An employee's system-wide 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 a flip of a coin.

(B) For the purpose of classification and terminal seniority, there shall be three (3) lists: (1) *Operators*; (2) *Hostlers*; (3) *Mechanics*.

(C) Employees shall not hold seniority in more than one (1) classification or terminal. Seniority shall not be transferred to another classification or terminal for any employee who transfers to another classification or terminal within the bargaining unit. Such employee will go to the bottom of the list for one year and one day, but will retain system-wide seniority for benefits only. For the purpose of new positions and vacancies, posting will be put in all facilities.

(D) A seniority list for each classification and terminal shall be maintained and posted in a conspicuous place for each classification and terminal once every six (6) months. Such list will indicate full-time, part-time and temporary. After such list has been posted for a period of thirty (30) calendar days, the seniority dates shown shall be uncontestable. A copy of the seniority list will be sent to the Union.

(E) Seniority shall be broken by:

- (1) Discharge;
- (2) Resignation/Voluntary quit;
- (3) Layoff in excess of twenty-four (24) months;
- (4) Failure to return to work from layoff within ten (10) working days after receipt of notice of recall by certified mail to the employee's home address as listed in the Employer's records.
- (5) Failure to report for work three (3) consecutive work days without properly notifying the Employer prior to the employee's quitting time on the third day. Such action will be considered a voluntary quit unless it is proven that notification to the Employer was beyond the employee's control and that notification was provided as soon as reasonably possible.

(F) Not more than once per calendar year, an employee may accept a permanent position with the Employer which is not in the bargaining unit. Such employee shall retain seniority status in his or her former position for a period of thirty (30) days from the date of transfer.

(G) Seniority shall be used as the determining factor for the following purposes only: (1) layoff and recalls, (2) run bids, (3) vacation bids, (4) contracted work (trippers) pursuant to Article 31.

#### ARTICLE 10. LAYOFF/RECALL

(A) Layoffs will be determined by production area and seniority within the affected areas. Employees on layoff status will not accumulate benefits during that time. The Employer will, however, pay for life and health insurance for enrolled employees during the layoff period for a period of not longer than sixty (60) days. Notice of layoff will be posted on the bulletin board at least two (2) weeks prior to the effective date of the layoff, if practicable.

(B) Recall will be by the reverse order of layoff, that is, the most senior employee on layoff in the department will be recalled first. The Employer will notify the employee to be recalled by certified mail or telegram at the address on file with the Employer. It shall be the sole responsibility of the employee to keep the Employer

informed of the employee's current address at all times. Employees recalled to work must notify the Employer of his/her intention to return to work within three (3) workdays after receipt of the recall notice and must return to work within ten (10) work days after receipt of recall notice or forfeit recall rights and seniority under this Agreement. Full-time employees will not be forced back to a part-time position.

(C) The Employer may permit, at its sole discretion, a senior employee to take a layoff instead of the junior employee who would be subject to layoff in accordance with the junior employee's seniority. In such event, if more than one senior employee requests the replacement layoff, such election will be by seniority. The senior employee who elects replacement layoff may exercise his/her seniority to return to work at the next run bid.

#### ARTICLE 11. GRIEVANCE/ARBITRATION PROCEDURE

(A) For the purpose of this Agreement, a grievance is defined as an allegation that a party has violated or is violating one or more provisions set forth in this Agreement. Grievances may be initiated by the Employer or the Union.

STEP 1. Grievances shall be submitted in writing and presented to the aggrieved employee's supervisor within ten (10) business days of the event, knowledge of the event or when an employee should have had knowledge, occurrence or non-occurrence giving rise to the grievance. The grievance shall specify the issue and the provision or provisions of the Agreement alleged to be involved, the name of the aggrieved party or parties, the event, occurrence or non-occurrence giving rise to the grievance, and the relief requested. The supervisor, or designee, shall respond to the grievance within ten (10) calendar days of receipt of grievance.

STEP 2. If the grievance is not satisfactorily adjusted in Step 1 and the aggrieved employee wishes to process the same further, said grievance may be filed with the Transit Manager/Director and with the Union within ten (10) calendar days immediately following the day on which the decision of the Supervisor was made. As soon thereafter as a meeting for that purpose can be arranged, such grievance shall be considered by the Business Representative of the Union and the Transit Manager/Director or other designated Company official. Any agreement reached shall be final and binding on both parties with no further appeal.

STEP 3. If the grievance cannot be settled as outlined in Step 2, the grievance may, within ten (10) calendar days, from the Step 2 meeting, and upon mutual agreement between the Union and the Employer, be submitted to the Ohio Joint State Private Carriage and Miscellaneous Contracts Grievance Committee (the Committee).

The decision of the Committee shall be final and binding.

In the event that the Committee shall deadlock or fail to render a decision, the grievance shall proceed to Step 4.

If the parties do not elect to utilize the procedures outlined in Step 3, the grievance may proceed directly to Step 4.

STEP 4. If the grievance is not resolved at Step 2 or Step 3, then the party which filed the grievance may, within ten (10) calendar days following Step 2 or Step 3, whichever is applicable, give notice in writing of its intention to submit the matter to an impartial third person for arbitration.

Such arbitrator shall be selected by mutual agreement of the parties hereto within ten (10) calendar days immediately following the receipt of one party of the notice by the other party of its intention to submit the matter to arbitration. In the event that the parties hereto are unable to mutually agree upon such an impartial third person, the aggrieved party shall promptly request the Federal Mediation and Conciliation Service to submit a list of seven (7) qualified arbitrators from which one shall be selected as follows:

(B) The representative of the aggrieved party shall first strike one name from the list. The representative of the adverse party shall then strike a name from the list. The procedure shall be repeated in the same sequence twice again until one name remains on the list who shall be the arbitrator of the dispute. The decision of the arbitrator shall

be final and binding upon the parties with no appeal or recourse on the part of either party. It is understood and agreed that there shall be no work stoppage or slowdown during the course of the grievance procedure.

(C) The fee of the arbitrator and the cost of the meeting room, if any, shall be equally divided between the Company and the Union. Each party shall pay their own representative and witness.

(D) Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

(E) It is understood and agreed that any arbitrator to which a grievance is submitted as above shall be without jurisdiction or authority to add to, detract from, alter or otherwise amend in any way any provisions of this Agreement or supplements or appendices thereto; the jurisdiction and authority of such arbitrator insofar as shall be necessary for the determination of such grievance being expressly limited to the interpretation, application, and determination of compliance with the provisions of this Agreement and supplements or appendices thereto relating to the rates of pay, wages, hours of work and other conditions of employment as set forth herein.

(F) It is understood and agreed that no employee covered by this Agreement shall be suspended or discharged without first being given a hearing by the Company with an official of the Union present at the hearing; if the employee so requests, provided, however, that such hearing is not required prior to the discharge for the following offenses: dishonesty, theft, drinking of alcoholic beverages or reporting to work under the influence of alcohol, illegal drug use (defined as use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs), the carrying of unauthorized passengers, possession of a firearm or illegal weapon on SEAT property or equipment, insubordination, sexual harassment or failure to report an accident of which the employee knew or should have known.

(G) All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary action taken. The employee and Union shall receive a copy of any written disciplinary action within ten (10) calendar days of the date disciplinary action is taken.

(H) If the employee so requests, he may have a Union representative present at the time he is disciplined, if one is available. Should a Steward not be available, the employee may choose any bargaining unit member that is available.

(I) Employees will not be disciplined or reprimanded in public or over the bus radio. If disciplinary action is to be taken on the basis of a passenger complaint, the driver will be notified within ten (10) calendar days of receipt of the complaint. If passenger complaints are protested by the grievance procedure and found to have no merit, then such will be removed from the employee's file.

(J) Provided there is no intervening discipline, warning notices and/or disciplinary action for absenteeism and tardiness offenses shall not remain in effect for more than six (6) months from the effective date and warning notices and/or disciplinary action for other offenses shall not remain in effect for more than one (1) year from the effective date, provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is 6/12 consecutive months depending on the discipline administered. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel record. All records of disciplinary action removed from the files for any of the reasons outlined herein shall not be considered in future disciplinary action.

## ARTICLE 12. DISCIPLINE

(A) The Employer shall not discipline an employee without just cause. However, nothing shall prevent the Employer from removing an employee from work, with pay, while it conducts an investigation.

(B) The Employer recognizes the concept of progressive discipline, including counseling, oral and written warnings, suspension and discharge. However, the Employer and the Union agree that some infractions, such as, for example, dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of drug and alcohol policy, failure to report an accident, incident or moving violation, as required, harassment of any kind, and major safety infractions, are of such a serious nature that they may be addressed by discharge for the first offense.

(C) Normal disciplinary measures which the Employer may use are:

(1) Documented Oral Warning. This is a discussion between an employee regarding an infraction of policies or work rules. A memorandum noting that an oral warning has been issued shall be placed in the employee's personnel file. A copy of such memorandum shall be given to the employee involved and the Union.

(2) Written Warning. This is a formal written notice to the employee that he/she has violated the Employer's policies or work rules. This warning is usually accompanied by a discussion and counseling session to discover the cause for the infraction and to emphasize the importance of compliance with the Employer's policies and work rules.

(3) Suspension. A suspension is an involuntary absence from work for which the employee is not paid.

(4) Termination. Termination is the involuntary separation of the employee. It is the last step in the progressive discipline program.

(D) Copies of all steps of the disciplinary procedure will be given to the Union within ten (10) calendar days from the date of issuance. If the Company is late in providing such disciplinary notices to the Union, then the time limits for the filing of any grievance will be extended by the amount of time by which such notice was late.

### ARTICLE 13. LEAVE OF ABSENCE

#### (A) Personal Leaves of Absence

1. Any employee who has completed the probationary period will be eligible to request a personal leave of absence. An employee desiring a leave of absence must submit a written request, stating the reason or reasons for the request, to the Transit Manager/Director. Such request must be submitted not less than thirty (30) calendar days prior to the date the employee wants the leave of absence to begin, except in the case of an extreme emergency. Leave of absence will be granted at the discretion of the Employer, but will not be unreasonably rejected. Leave of absence for non-medical reasons may not exceed thirty (30) calendar days but may be extended for one thirty day period under extenuating circumstances, upon approval of the Employer. An employee on leave of absence for non-medical reasons will be responsible for payment of all health and life insurance premiums. Arrangements for payment of such premiums must be made prior to the effective date of the leave.

#### (B) Medical Leaves of Absence

1. Employees who have completed the probationary period and who need to be absent from work for approved medical reasons may request a medical leave of absence. The management staff will determine, in its sole discretion, whether to grant a leave of absence request and its length. A leave is to be requested in writing as soon as the need for the leave is known. An employee be required to submit medical documentation from an appropriate provider that specifies the reason and/or continuing need, satisfactory to the Employer and/or its medical advisors, for the leave of absence.

2. Time off for a medical leave is unpaid and no compensation is provided during a leave. Health insurance can be maintained during a medical leave of absence, provided that the employee submits payment for the employee's normal premium payment prior to the start of the applicable month of coverage after exhaustion of the employee bank. Employees on an approved medical leave may use any available accrued vacation and sick leave during their absence. (Vacation and sick leave benefits do not accrue during a leave of absence, however.)

3. The Employer may request that an employee on leave be examined by a physician designated by the Employer (at the Employer's expense), and failure to do so will result in refusal to grant the leave or immediate termination of the leave of absence. Employees returning from a medical leave of absence must provide a doctor's written certificate that they are able to return to normal work duties.

4. Employees are expected to return to work from a medical leave as soon as released to do so by their physician or medical provider. Employees returning from a medical leave of absence may be required to submit a return to work authorization from their medical provider. Unless prohibited by law or required as an accommodation to a disability, the maximum period of a medical leave of absence is twelve months. Unless otherwise required by local, state or federal law (including disability requirements), if an employee does not return to work when released or at the end of the twelve-month period, whichever is earlier, the employee's employment will be terminated.

5. Should the Employer be required to comply with FMLA, the employees may take a leave of absence as provided for under the Family and Medical Leave Act of 1993. The normal Employer contribution for Health & Welfare benefits will be paid by the employer during said leave under FMLA. An employee will not be forced to use accrued vacation during FMLA.

(C) Standards Applicable to All Leaves of Absence

1. All benefits, except as specifically provided in this Article, shall cease to accrue or be payable while on leave of absence.

2. Any employee who is gainfully employed while on leave of absence will be deemed to have voluntarily quit his or her job with the Employer.

3. An employee on leave of absence must confirm his/her return date with the Employer no later than 2:00 p.m. on the day prior to return. An employee who fails to return from leave of absence on his/her scheduled date of return will be considered to have voluntarily quit employment with the Employer.

4. Upon return from leave of absence an employee will resume his/her position, or an equivalent position if his/her position no longer exists, as if no leave had occurred.

5. Union representatives shall be granted leave of absence for Union business upon at least seven (7) calendar days' written notice to the Employer. It is recognized by the Union that the Employer will not be required to permit more than one (1) Union representative at each terminal, a union business leave of absence at any time.

6. In the case of layoff, an employee who would have been subject to layoff if he/she had not been on leave of absence, shall return to work in the seniority rank order that he/she held prior to the leave of absence.

**ARTICLE 14. PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action or permanent replacement, 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 line of the Union party to this Agreement, and including primary picket lines at the Employer's place of business, provided it does not conflict with Article 9 - No Strike/No Lockout.

**ARTICLE 15. PHYSICAL EXAMINATION**

The Employer may at its discretion require an employee to undergo a medical examination to determine the employee's mental and physical fitness to perform his/her job. The Employer shall pay for the cost of any required physical examination and the time required will be paid and treated as time worked. An employee has the right to one (1) refusal if the employee finds the physician selected to be objectionable. The employee must appear for the examination of the second physician selected by the Employer.

## ARTICLE 16. MILITARY LEAVE

The Employer shall comply with all federal, state and local laws concerning employees on military leave.

## ARTICLE 17. SAFETY CONDITIONS

(A) In the event an operator is fined for lack of proper functioning of required equipment on any Company vehicle, the Employer agrees to reimburse the employee for said fine. The Employer retains the sole authority to determine the load capacity of its vehicles, if not in excess of manufacturer's specifications.

(B) Heaters and defrosters will be kept in good working order when needed. Air conditioners will be kept in good working order. Speedometers, lights, doors and windshield wipers will be kept in working order. All repairs shall be made in a timely manner.

(C) Any equipment which is being held in the garage for repairs shall be appropriately tagged "Out of Service" so that it cannot be used by other employees until the maintenance department has fixed it.

(D) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment unless such refusal is unjustified.

(E) It shall also not be a violation of this Agreement or considered an unjustified refusal where employees refuse to operate a vehicle when such operation constitutes a violation of any federal rules, regulations, standards, or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe condition of such equipment. The unsafe conditions causing the employee's apprehension of injury must be of such nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a bona fide danger of an accident, injury, or serious impairment of health, resulting from the unsafe condition. In order to qualify for protection under this provision, the employee must have sought from the Employer, and have been unable to obtain, correction of the unsafe condition.

## ARTICLE 18. SEPARABILITY AND SAVINGS CLAUSE

(A) If any part of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restricted by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such part to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted, shall not be affected thereby.

(B) In the event that any part of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations, 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 shall be permitted all legal and economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

## ARTICLE 19. UNIFORMS AND WORK CLOTHES

(A) Employees must be in regulation uniform or work clothes as determined by the Employer at all times while on duty. Uniforms or work clothes may not be worn at any time other than while on duty except while directly enroute to or from duty. Employees will be permitted to wear black jackets with the Union emblem and/or logo while on duty if they so choose. Cost of said jackets will be at the employee's own expense.

(B) Each non-probationary, active employee, other than mechanics and hostlers, will be provided an annual total allowance of \$300.00 each year of the agreement, one-half payable on January 1 and one-half payable on June 1, to be used to purchase regular uniform items or work clothes, including work shoes. The allowance will be

prorated for employees who have been absent from work for twenty (20) work days or more in the prior twelve (12) month period. Should the Employer change the style or color of required uniforms, the Employer will furnish five (5) new uniforms at no cost to the employees. Reimbursement for receipts of clothing purchases will be paid within two (2) weeks of the day the receipt was turned in. All clothing purchased with this allowance will become and remain the property of the employee, except that the employee shall return all clothing bearing the Employer's logo/name.

(C) Full-time, non-probationary mechanics and hostlers shall receive uniforms and uniform cleaning at no cost. Employer shall choose the company to supply said services. Full-time mechanics shall be provided with a credit of \$350.00 each year of the agreement, to be used to purchase tools. The tools purchased with this allowance shall remain the property of the mechanic. Each mechanic and hostler shall receive a \$150.00 annual credit for the purchase of approved steel toe work boots/shoes.

(D) Employees will not be required to wear uniforms while in the probation period unless supplied at no cost by the Employer. However, employees must keep a professional appearance.

#### **ARTICLE 20. BULLETIN BOARD**

The Union may post proper and legitimate notices pertaining to Union business on bulletin boards reserved for the sole use of the Union. The Employer shall provide a bulletin board and furnish space for said bulletin board. Said bulletin board will have a locking glass front and the Union Steward will have sole possession of the keys.

#### **ARTICLE 21. ACCIDENTS**

(A) Any accident or incident in any way related to the operation of the Employer's vehicles shall be reported immediately to the Employer. In addition any such accidents shall be fully, properly, and completely reported by the employees involved on report forms supplied by the Employer. Such reports shall be made and delivered no later than the end of the day of such accident or other occurrence. Any bus 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 spent actually consumed therein. Disturbances shall be verbally reported immediately to the Employer, and if requested by management, the employees involved shall make a written report of such occurrence.

(B) Any employee required to make out an accident/incident report shall be paid the actual and reasonable amount of time required (not to exceed thirty (30) minutes) at the employee's regular rate of pay, provided he makes out the accident/incident report as outlined above.

(C) A serious accident is defined, as one in which there is a fatality, a bodily injury to a person who, as a result of the injury, received immediate medical treatment away from the scene of the accident, or \$3,000 or more in damages.

#### **ARTICLE 22. D.R.I.V.E. DEDUCTION**

(A) In accordance with individual written authorizations, to be provided by the Union, the Employer shall deduct once each year from the employee's earnings, five dollars (\$5.00) and remit the amount so deducted to the Ohio D.R.I.V.E. The Union shall hold harmless the Employer for any obligations incurred if individual employees shall withdraw their authorizations and withdrawal of the authorization must be made in writing.

(B) In accordance with individual written authorizations, to be provided by the Union, the Employer shall deduct the amounts specified by each contributing employee from his/her earnings to be remitted to the Teamster Ohio D.R.I.V.E. to be remitted on a monthly basis.

(C) The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to National DRIVE. 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 DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted

along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

### **ARTICLE 23. CREDIT UNION DEDUCTION**

The Employer agrees to make payroll deductions from employees giving written authorization and specifying the amounts, any monies for the Central Ohio Teamsters Credit Union, Inc. These monies are to be deducted, upon written authorization, from employees' checks each pay period and forwarded to the Central Ohio Teamsters Credit Union, Inc., within one (1) week of the deduction. Deductions must be made each pay period and only may be revoked upon written authorization given by the employee to the Employer and the Credit Union. An employee is only to change the amount of his/her deduction once in a six (6) month period.

### **ARTICLE 24. FREE TRANSPORTATION**

All of the Employer's employees, retirees, and their spouses and children under nineteen (19) years of age shall be entitled to free transportation on all fixed route service, Certified E-Z Ride Patron.

### **ARTICLE 25. OCCUPATIONAL INJURY**

(A) Any employee who receives an injury on-the-job and requires medical attention and returns to work or is prevented from finishing his/her work will be paid his/her 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.

(B) In the event an employee's physician releases him/her for light duty work, the Employer may provide such work and pay the difference of his/her regular pay and the amount received from workers' compensation. In no event will such employee be required to perform any supervisory duties while on light duty.

### **ARTICLE 26. JURY DUTY**

(A) Any employee who is called or serves as a juror, or who is subpoenaed as a witness in a job-related matter, on his or her regularly scheduled work day shall be paid an amount equal to the difference between what the employee's regularly scheduled work assignment would have paid for each day of jury service less the amount received by the employee for serving as a juror. Employee shall submit a copy of check or other receipt of payment for jury duty to Employer. Compensation for an employee with a regular schedule shall be the hours the employee would have worked on his/her regular work day. Provided, however, that compensation for employees shall be a minimum of eight (8) hours pay per day. An employee selected for jury service must notify the Employer immediately of his/her selection.

(B) An employee called for jury duty who serves four (4) hours or less will make himself or herself available for work assignments for that day.

### **ARTICLE 27. FUNERAL LEAVE**

(A) Up to three (3) work days with pay will be provided to an employee in the event of a death of the employee's spouse, parent, step-parent or legal guardian, or the parent or legal guardian or step-parents of the employee's spouse, child, step-child, brother, sister, grandchildren or grandparents, step-brother, step-sister. One day with pay will be provided to an employee in the event of a death for the following: daughter-in-law and son-in-law, grandparent-in-laws, brother-in-law and sister-in-law, aunts and uncles.

(B) Employees will have the option of using available vacation or personal holidays to extend funeral leave, upon notice to the Employer. Such days must be consecutive and must include the day of the funeral. Compensation for an employee with a regular schedule shall be the hours the employee would have worked on his/her regular work day. Compensation for other full-time employees shall be eight (8) hours per day, for part-time

employees compensation shall be six (6) hours per day. Proof of relationship and attendance at the funeral may be required.

(C) One (1) day unpaid absence will be granted for funerals of relatives other than the above mentioned, provided request for such leave is made at least two days prior to the date in question, when circumstances permit. Leave under this section may be denied based on scheduling needs of the Employer.

**ARTICLE 28. HOLIDAYS**

(A) The Employer recognizes eleven (11) holidays per year as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and five (5) personal days.

(B). Compensation for an employee with a regular schedule shall be the hours the employee would have worked on his/her regular work day. Holiday compensation for other employees shall be (a) eight (8) hours per day for full time employees, (b) six (6) hours per day for part-time employees who regularly work more than 20 but less than 30 hours per week, and (c) four (4) hours per day for part-time employees who regularly work 20 or less hours per week and who were hired after June 1, 2013.

(C) In order to be entitled to holiday pay, an employee must have completed his or her work assignment on both the employee's last work day prior to and first work day following the holiday, unless excused due to vacation, personal day (by mutual agreement) or illness accompanied by a physician's statement. In each contract year, the exception for illness will be permitted one time per employee.

(D) In the event that a holiday falls within an employee's vacation, the employee will be granted an additional day of pay or receive an additional day off, as mutually agreed between the employee and Employer.

(E) Employees working the actual holiday (not observed) shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in addition to their holiday pay.

(F) In the event the Employer is closed due to extreme weather conditions, the employees will receive compensation for the hours he or she would have worked, for up to one day per year.

(G) All employees will be compensated for all hours worked at the rate of time and one half on Christmas Eve and New Year's Eve. All employees scheduled off due to personal day or vacation day on Christmas Eve or New Year's Eve will receive time and one-half holiday pay.

**ARTICLE 29. VACATIONS**

(A) Vacation eligibility will be determined on a calendar year basis. For purposes of calculating Years of Service for vacation eligibility, an employee will be considered to have been hired as of January 1 of the employee's anniversary year of employment, except that a new employee shall have his or her first week of vacation pro-rated according to the number of months he or she was employed during the new employee's first calendar year of employment.

(B) Vacation entitlement shall be as follows:

<u>Years of Service</u>	<u>Full-time Employee Hours of Vacation</u>	<u>Part-time Employees (20 but less than 30 hrs./week) Hours of Vacation</u>	<u>Part-time Employees (hired after 6/1/13 - 20 or less hrs./week) Hours of Vacation</u>
One but less than three	40 hours	30 hours	20 hours
Three but less than six	80 hours	60 hours	40 hours
Six but less than ten	120 hours	90 hours	60 hours
Ten or more	160 hours	120 hours	80 hours

(C) Vacation pay will be paid on an hourly basis. Vacation pay will be paid according to regularly scheduled hours, but not less than forty (40) hours per week. In order to be entitled to full vacation pay an employee must have worked sixty-five percent (65%) of the total days in the calendar year preceding his/her current vacation year. Time lost due to industrial injury with the Employer shall be considered as days worked for the purpose of determining the 65% requirement for the calendar year in which the injury occurs. Employees working less than 65% of the total working days shall be entitled to receive pro-rata vacations. Employees with one or more year's seniority whose service with the Company is terminated shall be entitled to pro-rata vacation.

(D) Vacations for the month of January will be posted on the first day in December. On January 1st of each year, a calendar will be posted and employees, by seniority, will be permitted to sign for all weeks of vacation they are entitled to. Each employee who does not sign up for all their vacation time during their initial turn must wait until all other employees have taken their turn to sign up before scheduling their remaining vacation time. The schedule will remain posted until all vacations have been selected or four (4) weeks, whichever comes first. The employees choice of weeks of vacation will not be limited. After the four (4) week period, remaining vacation selections will be first come, first served. At the time of sign-up a maximum of two (2) employees will be permitted to select the same vacation week during the vacation year whenever possible. Other vacation requests beyond the sign-up vacations shall be requested one (1) full working day in advance to be considered. Employees shall select their vacations by seniority. Departmental or divisional seniority shall be used except by mutual agreement between the Employer and the Union. Vacations may be selected by employees over the entire year including holiday weeks. Employees may elect to split their vacations into segments. Segments are defined as consecutive times of vacation. For purposes of vacation scheduling, employees eligible for more than one vacation segment shall not be eligible to make their second or third choice until all eligible employees have made their first and second selections, respectively. Unless employees pick consecutive weeks, employees will rotate by seniority one week at a time. Vacations requested by an employee that is retiring will not count as vacation taken for the purpose of calculation of the two (2) employees off the same week.

(E) After the sign-up period above, an employee may cancel his/her selected vacation only with approval of the Employer and any vacation selection thereafter would be dependent upon other vacation scheduling and operational requirements. An employee receiving vacation without a vacation selection, may request excused time. Said request will be handled as any other request for time off.

(F) It is expected that all employees shall be required to take all available vacation time off work each year. However, provided that the employee is otherwise eligible, an employee may work and receive up to two (2) vacation weeks in pay in lieu of time off. An employee who does not take all available vacation time off, with the exception of the two permissible weeks, will forfeit any remaining vacation benefit and pay for such week(s). In no event may vacation time be carried from one year to another.

(G) If requested one week in advance, employees may receive their vacation pay on the Wednesday of the regular pay week, if at all possible. Such request must be submitted to the Transit ~~Manager~~ Director.

(H) Vacations may be taken in increments of at least one (1) hour, however, at the time of the initial vacation sign-up period, requests for full weeks will take precedence over requests for less than one (1) full week, regardless of seniority.

### ARTICLE 30. BIDDING RUNS

(A) All runs shall be subject to bid by full-time operators in March and September of each year, to become effective with the work week nearest April 1 and October 1, respectively. Runs may be selected by full-time operators from all available work, in order to build their workweek, in accordance with full-time-operator seniority. All runs must be bid.

(B) Full-time employees shall be permitted to bid on contracted work and contracted work (trippers) shall be awarded to the most senior employee who bids. Each full-time employee may be awarded up to a maximum of three (3) bid trippers per calendar year.

(C) Bid sheets shall be posted at least fourteen (14) days prior to the effective date of the new bid. Bidding shall end not later than three (3) days prior to the effective date of the new bid. Operators who are not available to bid in person may provide the Employer with up to three prioritized run selections. If such operator does not leave a proxy with the Employer, the Employer will make a selection for the employee. Drivers will not be pulled off their regular routes to perform extra work unless bid by the employee, except in case of emergency. Drivers will not be displaced from their regular routes by management personnel except by mutual agreement.

(D) In the event that there is new work the group of new work will be posted to be bid on by seniority. If work becomes vacant after the bid, it will be treated as extra work until the next full bid run.

(E) During weeks an employee is on vacation, all other drivers will be permitted to bid on the vacant run for the week, including weeks that include holidays.

(F) If a route (or portion of a route) is cancelled or closed, the affected driver will be permitted and have first option in selection of extra work; provided, however, that if it is announced, planned, or known at the time of the bid that a route will be cancelled or closed, there will be no option to select extra work and the affected operator will lose those hours. If multiple bid runs are cancelled or closed, seniority shall prevail in selection of extra work.

### ARTICLE 31. MISCELLANEOUS

(A) Regular operators not relieved at the end of a run must contact the dispatcher for instructions and make additional trips, if required.

(B) For any work assigned outside the operator's bid schedule, the operator shall be paid two (2) hours protection time if they are assigned less than two (2) hours work. In the event the operator receives an assignment within the two (2) hours, the operator will receive protection time up to the reporting time of the assignment received.

(C) When two (2) operators report for the same assignment due to the Employer's error, the regular bid operator will take the assignment, and the additional operator will be assigned at the discretion of the Employer, but shall be guaranteed at least two (2) hours of pay if not put to work.

(D) All operators will be required to report to the garage before and after each shift. The Employer will provide transportation for operators between zone and garage. Employees will be paid for all time spent performing duties approved by the Employer.

(E) When there is an extra operator on duty who has received no assignment and for whom no work is reasonably foreseeable, an operator may request permission to report off work and the Employer will not unreasonably withhold such permission.

(F) Any employee required to perform work in more than one (1) classification in a scheduled work day or work week shall receive the highest rate of pay for all hours worked.

(G) Except by mutual agreement, drivers will not regularly be scheduled to work more than thirteen (13) hours per day or more than five (5) days per week.

(H) E-Z Ride Drivers who have less than two (2) hours off from the time they return to and depart from base will not be required to clock out. If two (2) hours or more exist, the driver will be paid for all actual time spent performing job duties. The Employer will take all reasonable measures to avoid scheduling breaks requiring clock off. Other drivers who have less than fifteen (15) minutes off between routes will not be required to clock out.

(I) When an employee is requested or required to take additional training, he/she will be paid the applicable contractual hourly rate for all hours while attending training. In the event an employee is to train a new employee, he/she will receive an additional twenty-five cents (\$0.25) per hour for all hours spent training. The Employer will post a bid sheet for employees interested in training, however, the Employer will retain the right to select the most qualified employee based on his/her overall performance.

(K) Employees requesting and being granted relief from work with "no pay" will not have such time counted against them under the absenteeism policy, provided such time is for a medical appointment, family emergency or mutually agreed to between the employee and employer.

(L) All employees will treat each other with dignity and respect.

(M) A minimum of two (2) bargaining unit members will be designated by the Union to attend and participate in contract negotiations if possible. Two (2) such employees will be paid for the time actually spent in negotiating sessions with the Employer. If the negotiating session ends during the employee's normal work time, the employee has the option of returning to work or using paid time off to complete the day. The Employer is not required to grant or schedule additional work hours to replace those spent in negotiations.

### ARTICLE 32. OVERTIME

(A) Overtime at the rate of time and one-half (1½) the straight time hourly rate shall be paid for all time worked in excess of forty (40) hours per week. There shall be no pyramiding of overtime. Time off on paid leave will not be considered time worked. Overtime will be offered in strict line of seniority.

(B) An employee will be considered "available" for extra work if such work does not conflict with his/her regularly scheduled or previously assigned work.

(C) The work day will begin at midnight and end at 11:59 p.m.

### ARTICLE 33. WAGES

(A) The regular hourly rate for all bus operators employed as of June 1, 2013 shall be as follows:

June 1, 2013 – May 31, 2014	\$13.44
June 1, 2014 – May 31, 2015	\$13.79
June 1, 2015 – May 31, 2016	\$14.19

(B) The regular hourly rate for all bus operators hired after June 1, 2013 shall be as follows:

First twelve (12) months of employment	88% of top rate
Next 12 months of employment	92% of top rate
Thereafter	100% of top rate

(C) The regular hourly rate for all Mechanics with two (2) or more years of service shall be as follows:

June 1, 2013 – May 31, 2014	\$14.72
June 1, 2014 – May 31, 2015	\$15.07
June 1, 2015 – May 31, 2016	\$15.47

(D) The regular hourly rate for all Mechanics with less than two (2) years of service shall be as follows:

June 1, 2013 – May 31, 2014	\$14.13
June 1, 2014 – May 31, 2015	\$14.48
June 1, 2015 – May 31, 2016	\$14.88

(E) The regular hourly rate for all hostlers shall be as follows:

June 1, 2013 – May 31, 2014	\$10.90
June 1, 2014 – May 31, 2015	\$11.25
June 1, 2015 – May 31, 2016	\$11.65

(F) The Employer will make contributions as prescribed by P.E.R.S. and will inform qualified employees of their contribution rate and of any changes which occur in such contribution rate during the term of this Agreement.

#### ARTICLE 34. SICK LEAVE

(A) Absence from work due to illness or off duty injuries shall be classified as sick leave provided such absence is properly reported to the Employer.

(B) To qualify for sick benefits, an employee must personally notify his/her supervisor, dispatcher or the Transit Manager/Director of the absence not later than sixty (60) minutes prior to the starting time for such employee, unless previous arrangements have been made with the Supervisor, Dispatcher or Transit Manager/Director. Failure to give such notice will be classified as an unexcused absence and will result in denial of sick benefits, if applicable. If an employee whose shift starts before 8:00 a.m. knows that he or she will be absent, the employee must notify the Employer no later than 8:00 p.m. the night before to provide the Employer with adequate time to find a replacement.

(C) All employees are personally responsible, unless physically unable, for absence notification for each day of absence unless prior arrangements have been made with the Supervisor or Director.

(D) All full-time and part-time employees that have completed the probationary period that are covered by this Agreement are eligible for sick leave benefits.

(E) The Employer requires a medical release in writing from a licensed physician upon return to work after:

- 1.) Three consecutive working days absent due to sickness
- 2.) After surgery
- 3.) After inpatient hospitalization
- 4.) After any work related injury that requires medical treatment.

(F) The Employer may require a physician's statement for proof of bona fide illness as it deems necessary. The Employer agrees not to use this provision arbitrarily.

(G) Employees hired or designated full-time accrue sick benefits at the rate of .30 days per pay period, i.e., two (2) days per quarter, eight (8) days per year.

(H) Pay per day of sick benefits will be at 100% of the employee's regular straight time rate of pay for scheduled work while absent. Compensation for an employee with a regular schedule shall be the hours the employee would have worked on his/her regular work day. Compensation for other full-time employees shall be eight (8) hours per day; for part-time employees who regularly work more than 20 but less than 30 hours per week, six (6) hours per day; and for part-time employees who regularly work 20 or less hours per week and who were hired after June 1, 2013, four (4) hours per day.

(I) Unused sick leave shall be accrued to a maximum of 100 days. Upon retirement or resignation, employee shall be paid fifty percent (50%) of accrued sick leave balance.

(J) Sick pay will start on the first day absent from work. Employees cannot be forced to take paid vacation time when off work on medical leave.

(K). Operators reporting off sick on any day will forfeit their next day's assignment if they fail to report their availability to the dispatcher by 2:00 p.m. on the day they were off. Operators off due to extended illness or injury shall report their availability to the dispatcher by 2:00 p.m. on the Friday preceding the week of anticipated return to work.

#### ARTICLE 35. PAY PERIOD

(A) The work week will begin at 12:00 a.m. Sunday and end at 11:59 p.m. on the following Saturday.

(B) Employees will be paid every other Friday for the two week-period ending on the prior Saturday. There will be no change from the present method of payment during the term of this Agreement.

(C) It is mutually understood and agreed that the Employer intends to make every effort to insure that employees receive their paychecks in a timely manner. To this end, the Employer agrees to implement a plan to make employees' paychecks available by 9:00 a.m. on Fridays of the week in which employees are paid.

#### ARTICLE 36. FOUL WEATHER GEAR

The Employer will provide one (1) raincoat for use by the employees on each demand response vehicle.

#### ARTICLE 37. HEALTH AND WELFARE

(A) Effective June 1, 2013, the Employer will make the following maximum weekly contributions to maintain the Michigan Conference of Teamsters Welfare Fund, Plan 820 (New KEY 2 Cafeteria Plan) for all full-time employees as follows:

6/1/13 – 3/29/14	\$298.40
3/30/14 – 3/28/15	\$320.80
3/29/15 – 4/2/16	\$335.25
4/3/16 – 5/31/16	\$345.30

Each eligible full-time employee in the bargaining unit shall be required to pay the Employer, through payroll deductions, the following portion of the weekly premium for each week in which contributions are made by the Employer, as required by the terms and provisions of this Agreement, on his/her behalf:

6/1/13 – 3/29/14 - \$22 per week per participant
3/30/14 – 3/28/15 - \$24 per week per participant
3/29/15 – 4/2/16 - \$27 per week per participant
4/3/16 – 5/31/16 - \$27 per week per participant

(B) If any employee is absent because of illness or off-the-job injury, or layoff, and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after the week in which the illness or injury was incurred.

(C) If any employee is absent because of an injury occurring on-the-job, the Employer shall continue to make the required contributions until such employee shall return to work, but in no event for a period of more than one (1) year.

(D) Contributions must be made each month on each regular full-time employee on the seniority list, regardless of whether the employee works less than the regular work-week. Any hour or day for which an employee receives compensation in accordance with the provisions of this Agreement shall be considered a day worked, and the full contribution for that month shall be due and payable.

(E) By the execution of this Agreement, the Employer subscribes and becomes a party to the Trust Agreement of the Fund, and agrees to be bound by action taken by the Trustees of the Fund now serving or who may serve in the future, hereby expressly waiving all notice and ratifying all action taken or to be taken by the Trustees within the scope of their authority, including the assessment of reasonable interest, liquidated damages, and attorney fees in the event of an Employer delinquency.

(F) The Employer's sole responsibility shall be to pay the applicable premiums to the Fund. Any disputes over coverage, benefits, or other issues under the Plan shall be resolved between the employee and the Plan, and the Employer shall have no responsibility or liability in such disputes. No disputes concerning coverage, benefits, or other aspects of the Plan shall be subject to the grievance-arbitration procedure.

(G) Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event it is delinquent in the payment of its contributions to the Fund in accordance with rules and regulations of the Trustees of the Fund, after the appropriate representative of the Union shall have given seventy-two (72) hour notice of such delinquency, the employees or their representative shall have the right to take action deemed necessary, including the right to strike to enforce payment.

(H) Contributions shall be due and payable no later than the tenth (10th) day of the month following the month in which work is performed and shall be delinquent if not received at the Fund Office by the fifteenth (15th) day of the month following the month in which work is performed. The Employer agrees that the Fund may, from time to time, perform payroll audits of the Employer's contributions and reports.

(I) If at any time during the term of this Agreement, or any renewal or amendment thereof, there shall be enacted any federal or state law or regulation requiring the Employer to secure, provide, or pay for welfare or insurance benefits or coverage of the type being provided by the Fund, it is understood that the plan of benefits provided by the Fund may have to be varied in compliance with such law or regulation. If such law or regulation does not permit the Fund to assume the discharge the Employer's obligation, the Employer may, upon thirty (30) days written notice to the Union, reopen this Agreement solely for the limited purpose of reviewing the amount of Company contributions to the Fund.

#### **ARTICLE 38. COMPLETE AGREEMENT**

This Agreement as written contains the entire existing 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 or any subsequent side agreement or addendum unless reduced to writing and signed by both parties to this Agreement. All items not specifically described in this Agreement remain the prerogative of the Employer. During the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations, on 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 law.

#### **ARTICLE 39. LONGEVITY**

All employees covered by this Agreement that have been employed five (5) years or more from date of hire will receive longevity pay on his/her anniversary date of each year in the amount as specified below:

Five (5) to nine (9) years of service	\$250.00 per year
Ten (10) to fourteen (14) years of service	\$500.00 per year
Fifteen (15) to nineteen (19) years of service	\$750.00 per year
Twenty (20) years of service or more	\$1,000.00 per year

#### **ARTICLE 40. LABOR-MANAGEMENT MEETINGS**

In the interest of sound industrial relations, a joint committee of not more than four (4) employees, half of whom shall be from the Employer and half of whom shall be from the Union, will convene monthly or on an "as-needed basis by mutual agreement, at the request of either party for the purpose of discussing subjects of mutual concern, including review of grievances, safe working conditions and employment related health problems. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The Employer shall pay the employees his/her straight-time hourly rate of pay for all time spent in the Labor-Management meetings.

#### **ARTICLE 41. EMERGENCY SITUATION**

In the event of an unforeseen emergency while a bargaining unit employee is actively performing bargaining unit work, the following directive shall apply:

(1) An "Emergency Situation" is defined as: death of an immediate family member (family member as defined in the Funeral Leave provisions of this Agreement); illness or injury to an immediate family member requiring immediate medical attention by licensed physician, ambulance or hospital facility

- (a) If an "Emergency Situation" occurs while a bargaining unit employee is performing work, he/she will be released from duty, without disciplinary reprimand.
- (b) In order for the Employer to continue its operation, within minimum interruption, due to the fact that an employee is released from duty for an "emergency situation", coverage for such employee will be in the following order:

(1b) If less than two (2) hours are remaining on the employee's scheduled work day, coverage may be made by an available bargaining unit employee currently on duty that is able to complete the two (2) hours. If a bargaining unit employee on duty is not available, the company may then utilize a management/supervisory employee to complete the two (2) hours.

(2b) If more than two (2) hours are remaining on the employee's scheduled work day, coverage will be offered to available bargaining unit employees, that are not currently working by seniority. Management may cover by any means available until the contacted employee shows up to complete the remainder of the scheduled work day.

(2) "Emergency Situation" coverage will not be considered "extra work".

(3) Employees shall only be paid for actual hours worked at the applicable rate.

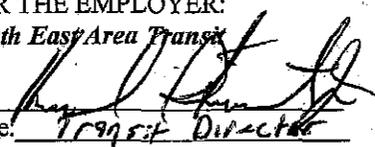
**ARTICLE 42. DURATION AND TERMINATION**

The term of this Agreement shall be effective from June 1, 2013 through and including May 31, 2016, except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least sixty (60) days but not more than ninety (90) days prior to the expiration date of any anniversary date thereof.

Signed and set forth this 25<sup>th</sup> day of June, 2013.

FOR THE EMPLOYER:

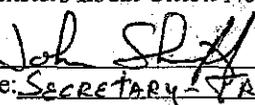
*South East Area Transit*

By: 

Title: Transit Director

FOR THE UNION:

*Teamsters Local Union No. 637*

By: 

Title: SECRETARY-TREASURER



# TEAMSTERS LOCAL UNION NO. 637

100 Timber Run Rd., P.O. Box 2746, Zanesville, Ohio 43702-2746

Phone  
(740) 453-2102

DOUG GREINER, President      JOHN SHERIFF, Secretary-Treasurer  
Scott Wilson, Vice-President      Mike Dickerson, Recording Secretary  
Trustees: Cheryl Stamm, Greg Ritterbeck, Bert Simonson  
S. Yvonne Sidwell, Office Manager

Fax  
(740) 453-2410



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS • TEAMSTERS JOINT COUNCIL NO. 41 • OHIO CONFERENCE OF TEAMSTERS

## Memorandum of Understanding

By and between

**South East Area Transit**  
and  
**Teamsters Local Union 637**

It is hereby mutually understood and agreed by and between the parties hereto that the bargaining unit employee Jeff Fisher has been re-classified as a Master Mechanic Technician and shall be compensated accordingly for compliance in qualifying for and maintaining the following certifications:

Master Medium/Heavy Truck Technician (inclusive of Transit & School Bus Competences)

The hourly wage rate shall be an additional three dollars fifty-four cents (\$3.54) per hour to the contractual hourly rate provided the bargaining unit member maintains the required certifications as set forth herein.

It is further understood and agreed that the cost of maintaining certifications shall be borne exclusively by the bargaining unit member.

Signed and set forth this 6th day of August, 2013.

For the Employer:

For the Union:

**South East Area Transit**

**Teamsters Local Union 637**

By: [Signature]

By: [Signature]

Title: Transit Director

Title: SECRETARY-TREASURER