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STATE EMPLOYMENT  
RELATIONSHIP

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AGREEMENT

BETWEEN

THE STEEL VALLEY REGIONAL TRANSIT AUTHORITY

AND

THE AMALGAMATED TRANSIT UNION, LOCAL 285

COVERING THE PERIOD

JANUARY 01, 2014T THRU DECEMBER 31, 2016

## AGREEMENT

This Agreement, entered into at Steubenville, Ohio, by and between the Steel Valley Regional Transit Authority, a duly created regional transit authority existing under the laws of the State of Ohio, hereinafter referred to as the R.T.A. and the Amalgamated Transit Union, Local 285, hereinafter referred to as the Union, their successors and assigns:

WITNESSETH:

WHEREAS, In order that the R.T.A. and the Union may work together in harmony and so that any matter which may arise between the Union, its members within the appropriate bargaining unit, and the R.T.A. may be settled in an orderly fashion; and

WHEREAS, The parties hereto recognize that any strike, lockout, or other concerted activity, resulting in the inefficient operation of the R.T.A., is highly undesirable not only from the standpoint of the R.T.A. and the Union, but more particularly so from the standpoint of the general welfare of the citizenry; and

WHEREAS, It is the desire of both the parties to this agreement to avoid disputes, and to bargain collectively with regard to wages, hours, and working conditions in the R.T.A. and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound hereby and stipulate as follows it being specifically understood and agreed that all the provisions herein are subject to the Statutes of the State of Ohio and if any provisions is held or found to conflict with the law, regulations or agreements relating thereto, said provision shall not bind either of the parties hereto; and

WHEREAS, It is the intention of the R.T.A. and the Union to incorporate by reference within this Agreement the provisions of an "Agreement Pursuant to Section 13 c) of the Urban Mass Transportation Act of 1964, as Amended", which was executed July 23, 1975 between the American Public Transit Association and the Amalgamated Transit Union, AFL-CIO among others, of which agreement the R.T.A. and the Union desire to highlight the following paragraphs:

"( 3 ) All rights, privileges and benefits; including pension rights and benefits of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the

Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

“( 4 ) The collective bargaining right of employees covered by this agreement, including the right to arbitrate labor dispute and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and / or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

“The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the Union or arrange for such agreement to be entered into relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

“( 19 ) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.”

“Any such person, enterprise, body or agency; whether publicly or privately owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.”

“( 20 ) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Public Retirement System, Worker=s Compensation, Unemployment Compensation, and the like. In no event shall these benefits be worsened as a result of the Project.”

“( 24 ) An employees covered by this agreement, who is not dismissed, displaced, or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the 1975 agreement.”

“( 26 ) Any eligible employer not initially a party to this agreement may become a party by serving written notice of its desire to do so upon the Secretary of Labor, the American Public Transit Association, or its designee, and the Unions signatory hereto or their designee. In the event of any objection to the addition of such employer as a signatory, then the dispute as to whether such employer shall become a signatory shall be determined by the Secretary of Labor.”; and

WHEREAS, Good faith collective bargaining resulted in certain agreements between the parties;

NOW THEREFORE, The R.T.A. and the Union agree as follows:

## ARTICLE II

## PURPOSE AND SCOPE

A. The fundamental purpose and scope of this Agreement is to establish fair and equitable employee and employer protective arrangements throughout the life of this Agreement.

B. Accordingly, the objectives of this Agreement are as follows:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance;
2. To provide an established scale for those wage and fringe benefits usually agreed upon in employer-employee relationships;
3. To provide an opportunity for employees to meet with the Management directly or through their representative to exchange views and opinions on policies and procedures affecting the conditions of their employment;
4. To provide for the peaceful adjustment of differences which may arise;
5. To protect the right of every employee to fair and impartial treatment pertains to all employees within the bargaining unit defined hereunder, except those specifically exempted in a written addendum to this Agreement, signed by representatives of both parties, of which at this writing there are none.

## ARTICLE III

## R.T.A. - RESPONSIBILITIES

- A. It is recognized and agreed that the operation and management of the R.T.A. and the full direction of the working forces, including the right to hire, suspend or discharge for proper cause, transfer, relieve employees from duty for lack of work, or other legitimate reasons, is the sole function and responsibility and is vested exclusively in the R.T.A. Accordingly, the R.T.A., except as clearly and explicitly abridged by any provision of this Agreement, reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business.
- B. It is recognized and agreed that the R.T.A. shall both vigorously and carefully exercise those powers contained under the laws of the United States, laws of the State of Ohio the enabling legislation for the R.T.A. and the R.T.A's By-Laws for the successful accomplishment of those purposes set out in its Articles of Incorporation.
- C. It is agreed that the R.T.A. will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into Agreement with the Union or arrange for such Agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining.
- D. The R.T.A. shall notify the Union in writing of all new hires, terminations, layoffs, and recalls as they occur, that pertain to employees in the bargaining unit.

## ARTICLE V

## JOINT RESPONSIBILITIES

A. The bargaining rights agreed to herein shall be interpreted to mean that the R.T.A. will neither make changes nor make recommendations concerning matters subject to the collective bargaining process without first negotiating with the Union and reaching an agreement thereon.

B. It shall be the continuing policy of the R.T.A. and the Union that the provisions of the Agreement shall be applied equally to all employees of the R.T.A. without regard to race, color, religious creed, national origin or sex. The representatives of the Union and the R.T.A., in all steps of the grievance procedure and in dealings between the parties, shall comply with this provision.

## ARTICLE VI

## UNION SECURITY

A. All employees within the bargaining unit who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing. All employees hired after the effective date of this Agreement who are part of the bargaining unit, shall, after successfully completing the 180 day introductory period become members of the Union.

B. All temporary and casual employees, supervisors, confidential employees and employees hired for a specific period of time or under a specific Federal or State Government funding are specifically excluded from the bargaining unit.

C. Any expansion of service by the R.T.A., even on a limited basis, shall be subject to further negotiation with the Union.

## ARTICLE VII

## USE OF R.T.A. TIME AND FACILITIES FOR UNION BUSINESS

A. Union representatives will be permitted reasonable time during working hour to investigate and process grievances. No Union business other than as set forth herein shall be conducted by Union officials on R.T.A. time, nor shall it in fact interfere with the work assignment of the Union official involved. No Union matters shall be conducted during overtime work. The Union shall notify the Transit Executive prior to contacting any employee on R.T.A. time.

B. Solicitation of membership, or other internal Union business shall be conducted during the non-duty hours of all employees concerned.

C. The R.T.A. bulletin boards may be used by the Union, but only for the following notices:

1. Recreational and social affairs of the Union;
2. Union elections;
3. Union meetings;
4. Reports of Union committees;
5. Rulings or policies of the International Union.

D. Notices and announcements upon R.T.A. bulletin boards shall not contain anything political or controversial, or anything reflecting upon the R.T.A, any of its employees, or any labor organization among its employees. The R.T.A. will supply space to the Union for Union bulletin boards, if the Union so requests.

## ARTICLE VIII

## UNION DUES

A. The R.T.A. agrees that a deduction shall be made from all employees within the bargaining unit for regular and usual dues of the Union in accordance with authorization cards, on file in the R.T.A. office, subject, however to Article VI, Section A. above as authorized by Section 9.41 of the Revised Code of Ohio.

B. Deductions of amounts uniformly required of Union members as certified to the R.T.A. by the Local Union Treasurer shall be made from each pay, and the aggregate deductions shall be remitted monthly by the 15th day following the end of the month in which deductions were made, together with an itemized statement of such deductions, to the Treasurer of Local Union # 285 of the Amalgamated Transit Union .

C. The authorization by an employee for Union dues deductions shall be irrevocable for the duration of this Agreement, except that any employee may request revocation of dues deductions upon submitting written notice to the R.T.A. and the Union at least fifteen (15) days prior to the termination date of the Agreement.

D. The R.T.A. agrees that if, for any reason, the R.T.A. fails to deduct dues from any employee who has signed the deduction card authorization form in any pay period that is set for dues, the R.T.A. will deduct said dues in the following pay period. The Union agrees that there shall be no liability on the part of the R.T.A. for the collection of any unpaid dues due the Union from any employee who, because of absence from work or termination of employment, has no wages payable to him or her at the regular time for dues collections.

E. The form for said check-off dues of the Union shall be furnished by the Union.

**ARTICLE IX****RIGHTS OF EMPLOYEES**

It is agreed that any employee, excepting the Transit Executive, any assistant managers, administrative personal, temporary and casual employees, inclusive of those employees during their introductory period , and all non-bus operator employees who may be appointed and hired by the R.T.A., shall have the right to join the Union for their mutual aid or protection. The Union shall not indulge in restrictions or practices which would deny membership because of race, color, creed, national origin or sex, and shall be free of all corrupt influences. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in Union affairs.

## ARTICLE X

## UNION REPRESENTATIVES

A. The Union President and, in his or her absence, ~~The Union Secretary~~. The shop steward shall be permitted a reasonable time during working hours to investigate and process grievances. An aggrieved employee may request a steward, and the steward requested must inform the Transit Executive of the grievant's name and location.

B. The Union's duly recognized business representative as defined in Article IV, Section C (3) or Section D hereinbefore stated, may consult with employees in the assembly area before the start of and at the completion of the day's work, and he or she shall be permitted access to work areas at any reasonable time only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

C. It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted by the Transit Executive, or, in his absence, by the appropriate representative of the R.T.A.

D. At any time when the Transit Executive conducts a disciplinary meeting with an employee wherein a written reprimand, suspension or dismissal is likely to result, the Transit Executive shall give written notice to the employee's right to have a steward present.

## ARTICLE XI

### DISCIPLINE, SUSPENSION AND DISCHARGE

Disciplinary action or measures shall include the following and in this order:

#### A. Disciplinary Actions Available

1. Oral reprimand may be given at any time by the Transit Executive or any Supervisor to any employee of the R.T.A. A written record shall be made of the oral reprimand and shall be dated and signed by the Transit Executive and filed with the records of the R.T.A. and the Union.

2. Written reprimand may be given at any time and shall clearly state the reasons therefor. A copy of the same shall be filed with the records of the R.T.A. and the Union.

3. It is hereby agreed that the R.T.A. will give notice via the steward to the Union of the initiation of any suspension or discharge procedure whenever an employee within the appropriate bargaining unit is being suspended or discharged, at least twenty-four (24) hours prior to such suspension or discharge, except where the circumstances surrounding same are such that action must be immediately taken and notice cannot be given prior thereto.

#### B. Times for Disciplinary Action

1. Disciplinary action may be imposed upon any employee only for failing to fulfill his or her responsibilities as an employee, and may be imposed upon any employee at any time determined necessary by the Transit Executive. If a reprimand is determined necessary by the Transit Executive, it shall be done in such a manner so as not to embarrass an employee before the general public. Disciplinary action involving a suspension or a discharge may be processed at the third step of the grievance and arbitration procedure, except as provided elsewhere in this Agreement. Oral or written reprimands exceeding six (6) in number in any one calendar year for any one employee will be processed through the grievance procedure as set forth in this Agreement.

2. In special cases such as thievery, being under the influence of alcoholic beverages or controlled substances during working hours, physical violence, gross violation of safety measures that may endanger life or limb or other individual or gross insubordination an employee may be suspended immediately by or with the authorization of the Transit Executive, pending a hearing and such hearing must be conducted promptly between the Union and the Employer.

**C. Remedies for Unjust Suspension or Discharge**

1. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## ARTICLE XII

## GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance is any unresolved question or dispute regarding the conditions of employment, excluding those matters covered by Charter, and all existing Statutes of the State of Ohio and Ordinances of the City of Steubenville, Ohio and Village of Mingo Junction, Ohio as may be applicable.

## B. Procedure:

Step 1. A grievance must be presented orally to the immediate Supervisor within five (5) business days after the occurrence, or after it has become known to the employee, whichever is later. The employee may be accompanied, if he or she so requests, by a duly-authorized Union representative. If the grievance remains unresolved after five business days, it shall be reduced to writing by the aggrieved party and presented to the Transit Executive within 10 business days from the date of presentation to the immediate supervisor.

Step 2. The Transit Executive shall respond in writing with a copy to the employee and the Union within ten (10) business days. If the grievance remains unresolved or no response is received, it may be presented to the President of the Board of Trustees in writing inclusive of all the information provided to the Transit Executive within five (5) working days after the response from the Transit Executive is due. The President of the Board of Trustees shall call a meeting of the employee, the Transit Executive, Legal Council and the Shop steward in order to attempt to resolve the grievance.

Step 3. Any grievance involving the interpretation, application or enforcement of the provisions of this Agreement, which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be arbitrated, provided a request for arbitration is made in writing within fifteen (15) days after the meeting provided in Step 2.

## C. Grievance Time Limits

Any an all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. In the event that the R.T.A. fails to respond to any aggrieved employee or the employee's Union Representative in any steps of the grievance procedure, within the time limits, such non-response shall be deemed a ruling in favor of the grievant or Union. If the Grievant fails to respond in any step of the grievance procedure, such non-response shall be deemed as the Union=s decision to withdraw the grievance. The non-response, however, shall be without prejudice to the right to bring a subsequent grievance involving a different aggrieved employee, but involving the same type occurrence, or transaction, as in a former grievance.

#### D. Arbitration

The arbitration procedures shall be conducted by an Arbitration Board, to be selected by the R.T.A. and the Union within fifteen (15) days after notice has been given. The Arbitration Board shall be composed of one person to be selected by the R.T.A. and one person to be selected by the Union; and these two shall select a third person from a list of arbitrators supplied by the American Arbitration Association, which third person shall act as Chairman of the Arbitration Board.

Should there be a dispute as to the selection of the Arbitration Board Chairman, each party to the dispute shall submit a list of three names. The names of these individuals shall be crossed off as unacceptable with each party taking turns as to choice of name for rejection. The first choice is to be decided by the flip of a coin by a disinterested party.

The Arbitration Board shall prepare to hear the dispute and arrange for a hearing of the parties within two (2) weeks following the selection of the Arbitration Board Chairman.

The decision of the Arbitration Board shall be final and binding on both parties and the Arbitration Board Chairman shall issue the decision of the Arbitration Board within two (2) weeks after the conclusion of the testimony and argument. If enabling legislation enacted by a public body is required to satisfy the award, the Arbitration Board shall be limited to recommending the necessary legislation.

Each party is responsible for their own expenses incurred in the processing of an Arbitration. The Union and the R.T.A. shall share equally the cost of the American Arbitration Association Arbitrator's services.

No Arbitration Board shall have jurisdiction or authority to:

1. Arbitrate provisions of a new Agreement;
2. Nullify, in whole or in part, any provisions of this Agreement;
3. Arbitrate any items covered by Civil Rules, Regulations and Procedures or any other items which had previously been excluded under the terms of the Agreement;
4. Add to, detract from, or alter in any way, provisions of this Agreement;
5. Decide whether a particular dispute is a proper subject for the grievance procedure;
6. Decide any issue relating from an action or occurrence which takes place prior to the execution of this Agreement, and no arbitration determination or award shall be made by any arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

Either party may substitute for its selected representative on the Arbitration Board at any step of the arbitration procedure.

## ARTICLE XIII

## HOURS OF WORK

A. Normal Working Day: Eight (8) hours per day shall constitute a normal working day. The maximum spread time from beginning to end of a day's assignment, including all paid brakes, shall be ten (10) hours.

B. Normal Work Week: A Normal work week shall consist of five (5) normal working days, with a total of forty (40) hours per normal work week.

C. Guaranteed Maximum Hours of Work: Each full time bus operator is guaranteed a normal work week as a minimum. Each part time bus operator is guaranteed a minimum of eighteen (18) hours of work per work week.

D. Timing of the Work Week: The work week begins and ends at 2:00 a.m. Sunday. Each work week begins at 2:00 a.m.

E. Overtime: Hours worked in excess of eight (8) hours per work day, hours worked at a time beyond ten (10) hours following start of work in any work day, and hours worked beyond forty (40) hours per work week shall be paid at the overtime rate of pay, provided that there shall be no double counting or pyramiding in the event an hour worked exceeds more than one of the stated limits where overtime begins. The overtime per hour rate of pay shall be one and one half (1 1/2) times the regular per hour rate of pay.

F. Call Outs: When any bus operator is called out to work an overtime piece, all call outs shall pay a minimum of two (2) hours and the procedures contained in Article XIII, section E, hereinbefore stated, shall be used where calculating whether pay is at regular or at the overtime rate.

G. Charter Work: Charter and tripper service work shall be paid from the time the bus operator leaves the garage until the time of return. Hours worked in charter and tripper service shall be cumulative with normal hours worked, and the procedures contained in Article XIII, section E above, shall be used where calculating whether pay is at regular or overtime rate.

H. Priority For Available Work Pieces: Part time bus operators shall be given priority in order of seniority for any work until each part time operator in turn has accumulated eight (8) work hours in a work day, has reached the maximum daily spread time of ten (10) hours, or has accumulated forty (40) work hours in a work week, whereupon, priority for such pieces shall shift to the full time bus operators in order of seniority. In an emergency or when otherwise agreed to by the union, the Transit Executive or the Transit Executive's designate

may take a call out, charter or tripper piece, provided that in all cases except when otherwise agreed to by the Union, he or she relinquishes the piece as soon as a bus operator becomes available. (See Exhibit A dated 11/10/05 which is attached hereto and made a part hereof as if fully rewritten herein and is to be considered to be a part of this agreement.)

## ARTICLE XIV

### BUS OPERATOR QUALIFICATION

A: All persons who operate R.T.A. motor buses must meet minimum qualifications, including the following:

1. Submit to and adhere to the Substance Abuse Policy adopted by the Steel Valley Regional Transit Authority Board of Trustees.

2. Be a minimum of 21 years of age (which age has been established by the insurance carrier extending bus liability coverage as the preferred minimum age for bus operators), hold a valid motor operators license in any state and a valid CDL (Commercial Driver's License) issued by the State of Ohio, and have a minimum total of five (5) years of driving experience.

3. Be physically qualified to drive a bus as determined by a physician or physicians employed by the R.T.A., at its expense, to initially, periodically or situationally determine this physical qualification.

4. Be a safe operator within limits as defined by the insurance carrier extending bus liability coverage to the R.T.A. as judged from the accident record of the individual operator as maintained by the State of Ohio or any state in which an operator may have been licensed.

B. Any employed bus operator who fails at any time to meet the qualifications in Article XIV, Section A above, shall be suspended immediately by the Transit Executive until such time as said qualifications are regained.

C. No person shall be newly employed who does not instantly meet the qualifications in Article XIV, Section A above.

## ARTICLE XV

## BUS OPERATOR RESPONSIBILITIES

A. It shall be the duty of the bus operator to operate his or her bus in a professional manner, maintaining a high standard of personal appearance and adhering as closely as possible to the time schedule and exactly to the route and stops of the assigned run. No bus operator shall ever leave a time stop earlier than time shown on the schedule.

B. It shall be the duty of the bus operator to report to the garage and to the Supervisor at designated leaving time of his or her run. In the event that a bus operator is to report off, a minimum two (2) hour notice, and if possible an eight (8) hour notice, before the designated leaving time shall be given by the bus operator the Supervisor at the garage or at the Supervisor=s residence.

C. The bus operator shall be alert to breaches of good order and discipline of passengers on the bus, and shall enforce the R.T.A.=s rules for such good order and discipline. Should this prove impossible, the bus operator shall contact the Transit Executive or the transit Executive=s designate by radio or telephone and shall operate as instructed until the disturbance is quelled or until police arrive.

D. The bus operator shall take constant notice of cleanliness and operating conditions of the bus, and shall report unacceptable cleanliness conditions, vehicle miles and any apparent mechanical malfunctions on the pre-trip or post-trip inspection report as applicable to the Transit Executive or the Supervisor. In the event of a mechanical malfunction which would endanger the bus or its passengers should the bus be moved, the bus operator shall stop the vehicle in a safe location, shall contact the Supervisor by radio or telephone, and shall do as instructed until the situation can be resolved, usually by the dispatch of a replacement bus, which the bus operator shall use to resume the run.

E. It shall be the duty of each bus operator on each run on which an accident occurs, to report the accident as speedily as possible by radio or telephone to the Transit Executive, and if the Transit Executive is unavailable, directly to the police and emergency medical services. Such duty shall include posting warning devices to prevent further accidents, insofar as possible, caring for injured or trapped persons, and so far as possible, taking a list of names and addresses of all witnesses, whether passengers or not. Bus operators shall make no statements regarding possible fault in the accident, but shall report the facts as the bus operator knows them, to the police or authorized investigators only. The Transit Executive may assign a bus operator to act for a specified number of hours on behalf of the R.T.A. with reference to any accident in which he or she is involved as bus operator, and the R.T.A. shall pay him or her at the rate per hour applicable to him or her that day in accordance with Article XIII, Section E above.

## ARTICLE XVI

## SELECTION FOR AND PROMOTION TO RUNS

A. Upon commencement of service by the R.T.A., bus operators shall be selected from among the available full time and part time pieces of work, and such selection shall occur in order of seniority of Union membership.

B. Bus operators may select from among the available full time and part time pieces of work on the first day of February each year, such selection to occur in order of seniority of Union membership.

C. When any piece is known to be open for a period of fifteen (15) days, except for vacation periods, there shall be a temporary selection of runs, such selection to be confined to those bus operators younger in Union membership than the bus operator whose run is open. Absences caused by sickness or other leaves of absence which last less than fifteen (15) days shall be considered as A call out A pieces from day to day.

## ARTICLE XVII

**WAGES AND BENEFITS:****A. Pay Progression:**

	1/1/14	1/1/15	1/1/16
0 days - 90 days	N/A	N/A	N/A
91 days - 1 year			

**After the end of the year**

1/1/14	1/1/15	1/1/16
\$17.95	\$18.31	\$18.68

*It is agreed by the R.T.A. and the Union that the above described paragraph shall be amended for all employees accepting eligible permanent positions after January 1, 2008 to read as follows:*

**A. Pay Progression:**

	1/1/14	1/1/15	1/1/16
0 days - successful completion	N/A	N/A	N/A
Successful Completion of Introductory period - 1 year	12.13	12.37	12.62
1 year to 2 years	14.45	14.74	15.03
Beyond 2 years	17.95	18.31	18.68

B. Holiday benefits shall be paid for the following holidays:

New Year's Day  
 Martin Luther King Day \*  
 Presidents Day \*  
 Good Friday\*  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans Day \*  
 Thanksgiving Day  
 Christmas Day  
 3 Personal Days -- Provided that the R.T.A be given five (5) working days  
 notice prior to an operator taking said personal days

*It is hereby agreed by the R.T.A. and the Union that this paragraph shall be amended for all employees accepting eligible permanent positions after January 1, 2008 to read as follows:*

B. Holiday benefits shall be paid for the following holidays:

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

It is further agreed that no holidays shall be paid to an employee who has less than one year service with the R.T.A. Once an employee completes one year of service with the R.T.A., said employee shall be entitled to be paid for said holidays. In addition, should said employee work on any holiday with a one bus schedule said employee shall be entitled to the regular wage said employee is entitled to receive along with holiday pay for that day.

Such holiday benefits shall consist of the number of hours in the particular regular working day, paid at the regular wage rate, in exchange for no work on the specified holiday. In the event that a bus operator it is required by the R.T.A. to drive on one of the specified holidays, he or she shall be paid in addition to Holiday Pay described above, at straight time for all regularly scheduled hours up to eight (8) hours, and at time and one-half (1 1/2) for all hours of work in excess of eight (8) hours. No employee who fails to work his or her regularly scheduled piece on the work day immediately preceding and the work day immediately following one of the specified holidays shall be entitled to holiday pay for that holiday.

\* Bank Holidays that fall on Saturday or Sunday will be observed on the said day without compensation. Bank Holidays that fall on a weekday will be observed on said day with compensation. Low operator will operate on a Saturday schedule with compensation for time worked in addition to regular scheduled pay.

\*\* Demand Response operator will fill-in on Personal Days. Part Time Driver or Transit Executive or designee will take Demand Response run on said days.

*It is agreed by the R.T.A. and the Union that the last sentence of the first paragraph, hereinbefore stated, shall be amended for all employees accepting eligible permanent positions after January 1, 2008 to read as follows:*

No employee who fails to complete his or her regularly scheduled work on the work day immediately preceding and the work day immediately following one of the specified holidays shall be entitled to holiday pay for that holiday.

#### C. Sick Leave Benefits

##### Definitions: Sick Leave

a. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.

b. "No pay status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

c. "Full-time employee" means an employee whose regular hours of duty total eighty in a pay period, and whose appointment is not for a limited period of time.

##### d. Sick Leave Accrual

All employees shall accrue sick leave accrual at the rate of sixteen (16) days year.

Employees that are on approved leave of absence or receiving Worker's Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent.

Sick leave may be granted to care for an employee's child/parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the R.T.A., only one parent may be granted sick leave to care for a child at home on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of **one-hour**. Employees shall be paid for sick leave used at their regular rate. After employees have used all of their accrued sick leave, they may, at the employer's discretion, use accrued vacation, or personal days or may be granted leave without pay.

e. Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than a minimum of two (2) hours, and if possible up to eight (8) hours before starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. Where staffing requires advance notice, the call must be made at least ninety (90) minutes prior to the start of the shift or in accordance with current practice, whichever period is less. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to R.T.A. reporting procedures.

#### f. Sick Leave Policy

The purpose of this policy is to establish a consistent method of authorizing employee sick leave defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious while allowing management the ability to exercise its administrative discretion fairly and consistently.

It is the policy of the R.T.A. to not unreasonably deny sick leave to employees when requested.

It is also the policy of the R.T.A. to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the R.T.A. that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the R.T.A. that when discipline is applied it will serve the purpose of correcting the performance of the employee.

#### I. Definition

##### a Sick Leave

Absence granted per negotiated contract for medical reasons.

##### ii. Unauthorized use of sick leave:

- a. Failure to notify supervisor of medical absence;
- b. Failure to complete standard sick leave form;
- c. Failure to provide physician's verification when required;
- d. Fraudulent physician verification.

##### iii. Misuse of sick leave:

Use of sick leave for that which it was not intended or provided.

##### iv. Pattern abuse:

performance, the R.T.A. Transit Executive or designee will proceed with progressive discipline up to and including termination.

vi. Pattern Abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the R.T.A. Transit Executive or designee may reasonably suspect pattern abuse. If it is suspected, the R.T.A. Transit Executive or designee will notify the employee in writing that pattern abuse is suspected. The R.T.A. Transit Executive or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse

vii. Carry-Over

All sick leave not used by said employee during the calendar year shall be placed in accrual for the benefit of said employee. The maximum amount of time that can be accrued by each employee is **Seven Hundred Fifty (750) hours**.

Upon retirement or resignation from employment, it is agreed that the hours accrued to said employee shall be purchased from the employee at a rate of fifty percent (50%) of the current hourly rate of pay.

*It is hereby agreed by the R.T.A. and the Union that the above described Section C shall be amended for employees accepting eligible permanent positions after January 1, 2008 to read as follows:*

C. Leave Benefits

1. Definitions.

a. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave and personal leave.

b. "No pay status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay and leave of absence.

c. "Full-time employee" means an employee whose regular hours of duty total eighty in a pay period and whose appointment is not for a limited period of time.

### Leave Accrual.

All full-time employees on Active pay status shall accrue paid leave at the following rates:

<u>Number of Years of Service</u>	<u>Regular Work Days of Paid Leave</u>
Less than One (1) Year	None
1 - 2	12 days paid
Greater than 2	24 days paid

All part-time employees on Active pay Status shall accrue paid leave at the following rates:

<u>Number of Years of Service</u>	<u>Regular Work Days of Paid Leave</u>
Less than One (1) Year	None
1 - 2	6 days paid
2 - 3	12 days paid
Greater than 3	18 day paid

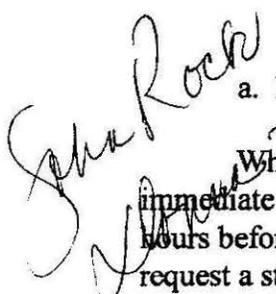
Paid Leave shall be available to the employee each year except the first (1<sup>st</sup>) year wherein credit is received at the end of the last day of that year and none accrues before.

### 3. Other Compensation.

A period of up to ten (10) working days of leave will be allowed for parenting during the postnatal period and following an adoption. Payment during such absences will be limited to the amount of paid leave hours accrued.

### 4. Paid Leave Used as an Employee Sick Benefit.

The amount of time charged against an employee's accrual shall be the amount used, charged in units of **one-hour**. Employees shall be paid for leave used at their regular rate.



a. Notification.

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee a minimum of two (2) hours, and if possible up to eight (8) hours before starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification

If sickness continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established, the employee will notify his/her supervisor every day pursuant to the above R. T. A. reporting procedures.

Sick absences of three consecutive days shall require physician verification of illness or injury. A physician verification will only be considered valid if provided utilizing the attending physicians form containing their pre-printed name and signed by the attending physician or their authorized representative. A physician's verification shall be provided within three (3) days after returning to work or payment for the time off shall be withheld.

5. Paid Leave Used as a Vacation Benefit.

A vacation list shall be posted by December 1<sup>st</sup> of each year and shall be picked by January 1<sup>st</sup> of each year. Vacation requests shall be honored in order of seniority. Only one operator shall be scheduled for vacation during each work week. Operators requesting less than a full week in any given week shall be considered in order of seniority after all operators have been provided an opportunity to schedule a full week. For purposes of scheduling, a week containing a holiday shall be considered a full week.

6. Paid Leave Used for Other Leaves of Absences.

a. Personal Time: The amount of time charged against an employee's accrual shall be the amount used, charged in units of **one hour**. Utilization of paid leave as personal time of eight (8) hours or less shall require advanced notice and approval of the Supervisor.

D. Group Hospitalization and Life Insurance Benefits shall include group coverage by the R.T.A. for a maximum of seven (8) union employees. Neither any bargaining unit employee in excess of the number hereinbefore stated nor any employee within the one hundred eighty (180) day Probationary Status shall be entitled to group hospitalization or life insurance benefits.

The determination of family or single coverage shall be established by the legal status of the employee. Any amounts in excess of the amounts hereinbefore stated including but not limited to all co-pays, deductibles, coverage and costs of coverage as well as any other costs shall be the sole responsibility of the employee.

Employees shall be granted the opportunity to buyout of hospitalization coverage. Said decision shall be made at the beginning of the benefit year and shall be for a full year unless change in life circumstances acceptable to the insurance company would allow said employee the opportunity to be covered under the group hospitalization plan. Said employee shall be entitled to a stipend of **Two Hundred Fifty Dollars** (\$250.00) per month for each and every month that the buyout is in effect.

It is hereby agreed by and between the Union and the R.T.A that employees shall be responsible for paying **Seven (7%)** of the cost of hospitalization during the period of the Contract.

It is further agreed by the Union and R.T.A. that any new employee hired after January 1, 2011, who would otherwise be entitled to group hospitalization under the terms of this Contract shall be entitled to group hospitalization at the single rate. Said employee shall still be responsible for the payment of **Seven (7%) percent** of the cost of said hospitalization. In addition, said employee shall be entitled to upgrade their hospitalization to a higher standard. However, all additional costs shall be the responsibility of said employee.

The employee and employer hereby agree to establish a committee made up of two (2) ATU union members, two (2) management employees and one (1) member IAMAW union member to determine the policy of group hospitalization which will be selected by the employees and paid for by the employer as hereinbefore stated. Any reduction in the plan cost as selected by the committee will not affect the contribution levels of the R.T.A. for each employee who is covered under the terms of this agreement, excepting a reduction which occurs as a result of an employee opting from family to single coverage. The decision of the committee by mutual agreement shall have the right to select the extent of coverage and shall retain the option to change the carrier or the extent of coverage during the period of this agreement.

This section shall be subject to a re-opener provision. Said negotiations regarding this section shall begin no later than August 1, 2014.

F. The R.T.A. may grant extended sick leave, without compensation to any employee sending a physicians certificate of that employee's physical incapacity, which extends beyond the allotted maximum time of paid sick benefit days, and shall permit such employee to take paid vacation days earned, if such certificate is provided. The R.T.A. may permit any employee on extended sick leave to pay fees or costs of group hospitalization and life insurance coverage, unless said arrangement is unacceptable to the insurance coverage carrier.

G. The R.T.A. shall reimburse all bus operators for the cost of their CDL (Commercial Drivers License. )

H. Employees shall be entitled to term life insurance benefits in the amount of Fifty Thousand Dollars (\$50,000.00) per employee which shall be paid solely by the R.T.A.

c. Vacation list must be posted by December 1st of each year and picked by January 1st of each year. Vacation request shall be honored in order of seniority. All earned vacation time must be used during the calendar year.

✓ d. It is further agreed by and between the Union and the R.T.A. that each member of the bargaining unit shall be entitled to, at least, one week of vacation during the summer months which is hereby defined as being the months of June, July, and August.

K. Bereavement: Employees shall be granted scheduled time off with pay up to a maximum of five (5) days of up to eight (8) hours each when a death occurs in the employees' immediate family. For the purpose of this provision, immediate family shall include the employee's wife, husband, children, father, mother father-in-law, mother-in-law, sister and brother. An employee will be entitled to one (1) scheduled day of pay up to a maximum of eight (8) hours on the day of the funeral if the employee is scheduled to work and death occurs to one of the employee's grandparents or grandchildren. Proof of relationship may be required if the R.T.A. cannot establish proof of relationship prior to payments being made. The Transit Executive shall operate the bus during bereavement period, and will relinquish the piece as soon as a bus operator becomes available.

L. All bus operators shall be covered by the Ohio Public Retirement System. All other bus operators - and if such Ohio PERS coverage proves unavailable, then all bus operators shall be covered under the Social Security Administration's Federal Insurance Contribution Act ( FICA ) and shall be subject to the provisions thereof.

It is further agreed by and between the R.T.A. and the Union that the 0.5% increase in the Public Employee retirement System Contribution effective January 1, 2008, shall be picked up by the company beginning with said date and continuing through the life of this contract.

M. Longevity: Longevity benefits shall be paid to the employee according to the following schedule wherein the employee receives longevity credit for each completed numbered year of service except for the first (1<sup>st</sup>) year of service with the R.T.A. and its predecessors. The schedule for longevity is as follows:

Number of Years Of Service	Longevity Benefits
1 through 5 years	\$100.00
6 years or over	\$100.00 plus \$25.00 for every year beginning with the 6 <sup>th</sup> year.

Longevity payments shall be paid in the first full pay in December of each year.

N. There is granted as part of this agreement, a signing bonus of \$450.00 per employee covered under this agreement, due and payable upon signing of the same.

O. The benefits under this agreement shall be subject to being reopened should conditions warrant the same being required. Said reopening provision under the terms of this agreement can be made at the request of either party.

## ARTICLE XVIII

## LAY-OFFS

When there is a lack of funds or work that requires a reduction of the bus operator work force, such lay-offs shall be undertaken by the R.T.A. in reverse order of seniority with the Union.

## ARTICLE XIX

## EFFECT OF AGREEMENT

A. It is understood and agreed that the services performed by the bus operators included in this Agreement are essential to the public health, welfare and safety. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever; nor shall there be any work slow down or any other interference with these services during the term of this Agreement and any extensions or renewals thereof. The R.T.A. will do nothing to provoke interruptions of, or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of the RTA.

B. It is understood that this Agreement is subject to all applicable provisions which are normally included in labor-management agreements in private industry. It is agreed that the parties hereto shall be bound by such provisions, both as they now exist and as the same may be amended and supplemented from time to time.

ARTICLE XX

TERMS

A. This Agreement shall be effective as of the first (1st) day of January, 2014, and shall remain in force and effect for the period of time extending through the thirty-first (31st) day of December, 2016. This Agreement shall be subject to renegotiation from the first (1st) day of August, 2016; such renegotiations to be consummated no later than the thirtieth (30th) day of September, 2016; in a new Agreement to commence the first (1st) day of January 2017.

Signed at Steubenville, Ohio this 20th day of March, 2014.

THE AMALGAMATED TRANSIT UNION LOCAL 285      STEEL VALLEY REGIONAL TRANSIT AUTHORITY

Mark Sanders      Susan Hogue  
Mark Sanders      Susan Hogue  
Business Representative/Union President      President, Board of Trustees

William Graham      Frank Bovina  
William Graham      Frank Bovina  
Union Secretary      Transit Executive

Approved as to legal form and correctness by:  
Thomas S. Wilson  
Thomas S. Wilson, Attorney at Law

EXHIBIT A

November 10, 2005

**Subject: Agreement – Full Time Scheduled Weekend Work and Utilization of Casual Drivers**

The following outlines the basic agreement and understanding between ATU Local 285 and SVRTA Management as identified in the meeting of 10/26/2005. Present at this meeting were Mark Sanders and James Swearingen representing ATU Local 285 and Frank Bovina and Tom Wilson representing SVRTA. This meeting follows the withdrawal of a grievance regarding utilization of full time employee on a rotating schedule to include week ends and the creation of a second permanent ATU part time driver position.

- 1) This agreement between ATU Local 285 and SVRTA shall not imply or be construed as a waiver of SVRTA management rights to develop routes and manpower schedules utilizing all available ATU employees as necessary. Furthermore, SVRTA exclusively reserves the right to implement a rotating work schedule to include the utilization of full time drivers on week ends should it become necessary.
- 2) Approval of this agreement recognizes SVRTA employment of non bargaining unit bus operators employed on an ongoing basis. These employees classified as "Casual" shall be exempt from all contract provisions provided in the current agreement excepting those provisions specified under Article XIV, Bus Operator Qualifications and may be used as substitutes for the Transit Executive or designates in such provisions providing management the opportunity to maintain scheduled services through the operation of SVRTA vehicles.
- 3) It is recognized by both parties this pool of "Casual" bus operators will be utilized to provide qualified and trained personnel as additional or replacement personnel within the bargaining unit as such "permanent" positions exist or might be added.
- 4) It is recognized by both parties the utilization of "Casual" drivers does not waive management responsibilities regarding the overtime provisions of the contract. Management will provide bargaining unit personnel priority for opportunities to work potential overtime as they may develop. However, a non response within a reasonable time period by bargaining unit personnel will be considered as a refusal of the potential overtime and management may utilize such "Casual" drivers as they may be available. Management will provide advanced scheduling of "available" hours as they can be identified. Generally, a non response by bargaining unit personnel will exist at 7:00 a.m. on Wednesday for identified "available" hours within the next work week. At such time, management may utilize "casual" drivers as necessary to complete the schedule. When a bargaining

I. Except for new employees during the introductory period, the R.T.A. shall provide each employee a set of uniforms consisting of the following:

1. Five (5) shirts
2. Five (5) pants
3. One (1) jacket
4. One (1) hat

Each employee of the Union shall be required to wear the uniforms at any time while working for the R.T.A. It is the responsibility of each employee to keep uniforms neat and clean at all times, and to return such uniforms to the R.T.A. upon termination.

J. Vacation: Vacation benefits shall be paid to the employee according to the following schedule wherein an employee receives vacation credit for each numbered year of service on a pro-rated basis throughout each year except the first (1st) year wherein vacation credit is received at the end of the last day of that year and none accrues before:

<u>Number of Years of Service</u>	<u>Regular Work Weeks of Vacation</u>
1 through 5	2 weeks paid
6 through 10	3 weeks paid
11 through 15	4 weeks paid
16 through 20	5 weeks paid
21 and over	6 weeks paid

a. All employees having prior employment commencing with Steubenville Bus Company to date, and provided that said prior employment has been continuous up to date of this Agreement, inclusive of time the buses did not operate, shall retain that credit of service years for vacation benefit purposes. No vacation benefits earned prior to employment by the R.T.A. shall be allowed or paid for by the R.T.A. A part time bus operator shall accrue vacation credit on a prorated basis as his or her work week compares to a normal work week.

b. Any bus operator may retain and use any earned vacation benefits for a period of one (1) year following the end of the year of service in which such benefits were earned. If not used within the specified year, such earned vacation benefits shall lapse and be lost by the bus operator.

*It is agreed by the R.T.A. and the Union that Section J and subsections "a" and "b" shall be deleted in their entirety for all employees accepting eligible permanent positions after January 1, 2008 as the benefits are included in Section C (Leave Benefits), hereinbefore stated.*

unit employee is sick and is unable to report to work, "Casual" drivers may be utilized by management whereupon the availability of a part time driver can not be secured and/or they have been already been assigned an 8 hour shift.

- 5) In the event additional routes are to be provided, the utilization of "casual" drivers shall be subject to negotiation with ATU Local 285 prior to the implementation of such routes whether being provided on a temporary or ongoing basis.

Based upon the above and given the additional manpower provided by the addition of a second part time ATU Local 285 driver, the following will become effective as of Sunday, November 13, 2005:

- 1) The standard City Limits, Fourth Street, Mingo, and Para transit routes will exclude Saturday and Sunday Service effectively providing those full time operators electing such routes a Monday thru Friday work schedule.
- 2) Mingo afternoon, Extended Service, Saturday, Sunday, and required Holiday service times will be split between the two part time ATU operators designated as operator A and operator B. The senior part time driver shall be designated as operator A until such time a formal selection of routes has been completed. [REDACTED] None of these individual identified runs shall be scheduled as split between part time operators on a given day.
- 3) [REDACTED] work day and/or [REDACTED]
- 4) During vacation periods, Operator A shall have priority regarding a 40 hour work schedule. However, at no time, shall operator B be required to work a schedule greater than 6 consecutive days regardless of total hours worked during any work week.

This document is agreed to between the parties as substantive of the agreement provided at the meeting. The final document as approved by both parties will be provided as an attachment or addendum to the current contract.

For ATU Local 285:

William R. [REDACTED]  
James Swearingen

For SVRTA:

Jack Davina  
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- 5) In the event additional routes are to be provided, the utilization of "casual" drivers shall be subject to negotiation with ATU Local 285 prior to the implementation of such routes whether being provided on a temporary or ongoing basis.

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- 3) [REDACTED]
- 4) During vacation periods, Operator A shall have priority regarding a 40 hour work schedule. However, at no time, shall operator B be required to work a schedule greater than 6 consecutive days regardless of total hours worked during any work week.

This document is agreed to between the parties as substantive of the agreement provided at the meeting. The final document as approved by both parties will be provided as an attachment or addendum to the current contract.

For ATU Local 285:

William B. Huber

James Swearingen

For SVRTA:

Frank Davison

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