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**AGREEMENT BETWEEN  
THE WESTERN RESERVE TRANSIT AUTHORITY**

**WRTA**

*People On The Move.*

**AND**

**THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL NO. 377  
REPRESENTING WRTA MECHANICS**



**EFFECTIVE**

**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018**

# INDEX

	<b>AGREEMENT</b>	<b>PG.</b>	<b>1</b>
<b>ARTICLE I:</b>	<b>COVERAGE OF THE BARGAINING UNIT</b>		<b>1</b>
<b>ARTICLE II:</b>	<b>RECOGNITION OF THE AUTHORITY</b>		<b>1</b>
<b>ARTICLE III:</b>	<b>WAGE RATES</b>		<b>2</b>
<b>ARTICLE IV:</b>	<b>WORKING CONDITIONS &amp; HOLIDAYS</b>		<b>3</b>
<b>ARTICLE V:</b>	<b>SENIORITY</b>		<b>7</b>
<b>ARTICLE VI:</b>	<b>ATTENDANCE POLICY</b>		<b>8</b>
<b>ARTICLE VII:</b>	<b>VACATIONS &amp; HOLIDAYS</b>		<b>10</b>
<b>ARTICLE VIII:</b>	<b>REDUCTION IN WORK FORCE</b>		<b>13</b>
<b>ARTICLE IX:</b>	<b>GRIEVANCE AND ARBITRATION PROCEDURES</b>		<b>13</b>
<b>ARTICLE X:</b>	<b>NO STRIKES AND LOCKOUTS</b>		<b>14</b>
<b>ARTICLE XI:</b>	<b>EARNED SICK HOURS, SICK LEAVES &amp; INSURANCE</b>		<b>14</b>
<b>ARTICLE XII:</b>	<b>BEREAVEMENT LEAVE</b>		<b>16</b>
<b>ARTICLE XIII:</b>	<b>PERFECT ATTENDANCE DAYS</b>		<b>17</b>
<b>ARTICLE XIV:</b>	<b>PERSONAL LEAVE WITHOUT PAY</b>		<b>17</b>
<b>ARTICLE XV:</b>	<b>OTHER ACTIVITIES</b>		<b>17</b>
<b>ARTICLE XVI:</b>	<b>CONFLICT WITH THE LAW</b>		<b>18</b>
<b>ARTICLE XVII:</b>	<b>PRESERVATION OF RIGHTS, ETC.</b>		<b>18</b>
<b>ARTICLE XVIII:</b>	<b>PERIOD COVERED BY AGREEMENT</b>		<b>18</b>
	<b>SIGNATURE PAGE</b>		<b>18</b>

## AGREEMENT

This Agreement entered into by and between the **WESTERN RESERVE TRANSIT AUTHORITY**, its successors and assigns, hereinafter called the "Authority" and the International Brotherhood of Teamsters Local #377, hereinafter called the "Union".

### **WITNESSETH:**

That the Authority and the Union agree that in the operation of the shops and garage of the Authority, the Contract shall be in effect for the period commencing October 1, 2015 and ending September 30, 2018.

### ARTICLE I:            COVERAGE OF THE BARGAINING UNIT

- A.** The provisions of this Agreement shall be binding upon the Authority and its successors and assigns and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment by the Authority of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company.
- B.** This Agreement covers employees of the Authority's shops and garage who are engaged in:

Unit Builder & "A" Mechanic – The making, repairing, assembling, dismantling, adjusting of machinery, tools, automobiles, trucks, buses, mechanical devices, or performed in the past, shall be recognized as repair Technician's work as qualified personnel. In the event a Service Person is not readily available, Unit Builders shall be responsible to spot vehicles on/off lifts as necessary. Upon completion of repairs, Unit Builders will park vehicle in the drive-thru lane of maintenance shop. Unit Builders shall grease components as repairs are made to specific components that require lubrication. Unit Builders shall not grease a complete vehicle that is a scheduled PM Service.

### ARTICLE II:            RECOGNITION OF THE AUTHORITY

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

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

**ARTICLE III: WAGE RATES**

**A. CLASSIFICATIONS**

Master Technician – ASE Certified 10% more than UB progression rate

	<u>10/1/2015</u>	<u>10/1/2016</u>	<u>10/1/2017</u>
Unit Builder – over 3 years	23.66	24.37	25.10
Unit Builder – 24 months or less	22.55	23.23	23.93
Unit Builder – 12 months or less	22.00	22.66	23.34
“A” Mechanic – 36 months or more	22.70	23.38	24.08
“A” Mechanic – 24 months or less	21.20	21.84	22.50
“A” Mechanic – 12 months or less	20.45	21.06	21.69

B. The Authority and the Union will develop an Apprenticeship Program at the appropriate time. The Apprentice wage progression and evaluation process will be negotiated prior to implementation.

C. The ASE Master Transit Bus Technician full accreditation will entitle any current employee, as of contract signing date, up to a 10% increase of UB progression rate, based on receiving area certifications and maintaining Accreditation. The employee will receive a 2.5% increase for every two (2) sections completed for the first six (6) area certifications and 2.5 for receiving the seventh and final area certification. Upon receiving area certifications, the Authority will reimburse the employee for reasonable expenses incurred in gaining the accreditation (such as course costs and study guides). Acceptable documentation (i.e. receipts) must be submitted to receive reimbursement, in addition to providing official certification to the Authority.

D. A shift differential of seventy-five cents (\$.75) per hour shall be paid, in addition to base pay rate to employees for any hours worked between 4:00 p.m. and 6:00 a.m.

**E. LONGEVITY PAY**

After one full year of regular employment, each employee actively employed by the Authority on the anniversary of his/her hiring date, will be paid longevity pay each year in the month following the anniversary of the employee's hiring date. If an employee is not actively employed on his/her anniversary date, he/she will be paid his/her longevity pay in the month following his/her return to active employment. Employees who are furloughed, on worker's compensation leave, or on leave of absence, are not actively employed for the purposes of this section. Such longevity pay will be in the amount twenty dollars (\$20.00) per year for each full year of service up to a maximum of thirty (30) years. If an employee has been inactive, he/she does not have a full year of service for that year. The partial year shall not count toward the employee's longevity pay for the present year. Thereafter, the partial year of service shall be counted toward the employee's longevity pay.

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

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

**ARTICLE IV: WORKING CONDITIONS & HOLIDAYS**

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

If it becomes necessary for an employee to work on Sunday, he/she shall be paid only if the work being performed is a result of regular route service being provided by the company. All hours worked in excess of forty (40) hours per week, shall be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate. Any work performed on a Saturday shall be paid at one and one half (1 ½) times the employee's straight time hourly rate unless unpaid time is utilized during that week.

It is understood and agreed that it may be necessary for some employees to work Saturday and Sunday as part of their regular schedule. If the company's operation necessitates the use of five or more buses traveling more than eighty miles per vehicle, the company will utilize the services of a mechanic. Overtime work shall be divided equally insofar as practically possible among the available qualified employees in the classification. In the equalizing of overtime work, consideration shall be given to the availability of the

employee, his/her willingness to work, overtime, and similar items. It is understood, however, that employees will work overtime when such work is deemed necessary.

WRTA agrees to schedule and utilize the seven (7) mechanics currently employed for six (6) hours of work on alternating Saturdays. Employees agree to work the alternating Saturdays as they coincide with the annual Saturday Schedule sign up. Employees may request to be excused from their scheduled Saturday providing the following conditions are satisfied:

1. Employee requests change with a minimum of 48 hours of notice.
2. The Authority can find a replacement by following the OT Rotation List without having to force another employee to fill the time period without a Technician on the floor. The time period may be covered by a Technician scheduled to work the same Saturday by extending his/her shift if offered to the Technician following the OT Rotation List.
3. Employees requesting to be excused from their scheduled Saturday who have scheduled leave the last working day before and/or their first working day after the scheduled Saturday shall be excused if requested at an appropriate time for scheduling such leave time.

**B.** Each and every employee covered by this Agreement shall receive a wash up allowance of \$1.00 per work day with a minimum of six (6) hours worked. This allowance shall apply to the employee working a part or whole day, provided the employee has worked a minimum of six (6) hours. (This paragraph will be null and void effective 3-31-16).

Members may earn a semi-annual \$125 safety bonus for having no loss time incidents, documented safety violations, accidents/incidents at the workplace. This money is recommended to be used for the purchase of safety related equipment. Payment of the safety bonus will be made to the members having no lost time injuries/incidents, accidents/incidents or documented safety violations at the workplace for the contract year. Payment of the first lump sum will be paid no later than the second pay in April and payment of the second lump sum will be paid no later than then second pay in October each year. An additional \$100 semi-annual payment will be paid for employees with ZERO attendance events for each six (6) month period at the same time as when the safety bonus is paid.

**C.** Unavoidable overtime shall only be worked on emergency maintenance or repair work before or after the regular work day and shall be paid at the rate of time and one-half (1 ½). Employees called to work overtime, after being relieved for the day, will be granted three (3) hours pay for two (2) hours work, or less. In case of road service call, the amount of overtime paid shall not be less than one (1) hour.

**D.** Any employee assuming the duties of another employee in a higher wage bracket shall receive the higher wage from the first day in such higher bracket.

Any employee assuming the duties of a Foreman shall receive a wage equal to ten percent (10%) in excess of his/her own rate.

**Leadmen** – Their duties are to instruct, help, and assign work only on the orders of their Supervision. They have no authority to hire, fire, transfer, or discipline employees in any manner; supervisory functions shall be incidental to their production duties. A lead man shall remain a member of the bargaining unit.

**E.** An annual job sign-up will be conducted by December 15<sup>th</sup> to be effective January 1<sup>st</sup> of the following year. All jobs shall be posted fourteen (14) days prior to the assignment, giving all employees who come under the jurisdiction of the classification in which the job may fall, a right bid on said job. Pending a sign-up, the job may be temporarily filled by the Director of Maintenance. During vacations, additional time will be allowed to permit choice of posted jobs by all employees. General training for all jobs will be provided wherever possible on-site and will be available to all employees of the classification. More advanced specific training may be offered to the signee of a particular job. The signee who receives the advanced specific training shall remain signed up on that specific job until the next bid time as long as the training that they received was completed between January 1 and June 30 of that year. If the training was completed between July 1 and December 31 of that year, then the signee shall remain in that position, unless they request not to, until the second upcoming bid time. Further, if the signee who received the advanced training is bid out of the position, then they would receive a training rate of fifty-cents (\$.50) per hour to be added to their base pay for any hours performed training their replacement in the position until the new bidder properly trained. The training would be scheduled by management when it is deemed that the signee is ready and able to train.

**F.** The sign-up sheet must fully outline the nature of the work.

**G.** A copy must be posted on all shop bulletin boards and such copies must be furnished to all shop stewards throughout the shop.

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

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

**J.** At the end of the sign-up period, the open job shall be awarded to oldest signer in point of seniority and jurisdiction. In the event the signer is found to be incompetent, the Director of Maintenance shall notify the union shop steward. A meeting will be set up between the signer, Union steward, Director of Maintenance, and the Executive Director to review the case. If the Executive Director is unable to attend, he may designate the Maintenance Foreman or the Director of Human Resources to attend in his place. If the Authority should find in their opinion that the signer is unqualified, he or she shall be required to return to his old job and the job then assigned to the next signer who is

qualified by seniority and jurisdiction. If the signer disagrees with the decision of the Director of maintenance and Executive Director, he may file a Grievance as set forth in Article IX. Only under extraordinary circumstances may consideration be accorded to an employee requesting a classification change at a time when there are no bulletined job bid openings. The granting of such a request will be at the discretion of management. If permission for such a request is granted by management, the employee involved must remain in his/her newly assigned classification a minimum of twelve (12) months before becoming eligible to bid on any open Unit Builder job.

**K.** If an employee is expected to be off on sick leave for more than thirty (30) days his/her vacant position shall be bulletined and be bid upon by any employee. Seniority and jurisdiction will prevail. The successful bidder will hold this temporary position until the employee who is off due to sickness returns to work. Upon returning to work, the employee that bid upon and held this vacated position will return to his previously held bid position. In the event the employee off on sick leave does not return to work, the employee who bid upon the temporary job will hold the job for the remainder of the job sign-up period.

**L.** When new equipment or technology is introduced, the Authority will train bargaining unit members on use and repair at the Authority's cost. When training requires travel, the Authority agrees to pay for, or reimburse employee for, approved travel expenses related to the training. Hours incurred due to travel for training will be paid at straight time. When it is necessary to travel on Sunday, then Sunday shall be recognized as the start of the employee's 40 hour work week, paid at the employee's normal hourly pay. All provisions of the Authority's Travel Policy shall apply. This provision will take effect beginning January 1, 2016.

**M.** The Director of Maintenance may not change employees permanently from one classification to another without proper sign-up procedure. The Director may change an individual from one classification to another pending the sign-up, or in an emergency.

**N.** All temporary jobs shall be permitted for a period of thirty (30) days only. At the end of thirty (30) days, the job must be bulletined and becomes a permanent job. In order to abolish a permanent job, notice shall be given to those concerned. This notice must be posted fourteen (14) days prior to such action and all such employees shall have the privilege of replacing other employees having less seniority.

**O.** Tool Allowance – All Mechanical/Repair & Technicians must furnish the necessary tools for the work to which he/she is assigned. The Authority will provide each Mechanic with an annual tool allowance up to four hundred dollars (\$400.00) for 2016. Five hundred dollars (\$500.00) for 2017 and 2018 reimbursable upon submitting a verifiable receipt for tool (s) purchased. The tool allowance will be paid quarterly upon receipt.

**P.** All employees on all shifts shall be allowed one (1) hour without deduction of time on Christmas Eve and New Year's Eve, and on national elections held during November.

Employees on jury duty will be paid for time lost at regular straight time rate, less amount received for such duty.

**Q.** The Authority agrees to furnish five (5) work uniforms per week for all full-time employees covered by this Agreement.

**R.** The Authority agrees to form a Joint Safety Committee composed of two (2) bargaining unit members and two (2) members representing Management. The Safety Committee will meet on an annual basis (Additional meetings may be scheduled as necessary) for one hour within the working day. The mission of the Safety Committee will be to monitor working conditions and practices and to make recommendations to management. Committee members will serve at the pleasure of the bargaining unit body for terms of one (1) year. The Safety Committee will have an advisory function without policy making capabilities.

**S.** All member spouses will be provided with passes to utilize bus service.

**T.** Every Teamster member under contract will be required to maintain a valid Commercial Driver's License (CDL) as a condition of employment. Any employee that temporarily loses his/her CDL – driving privileges – may not drive any WRTA motor vehicle for any reason. The Employee will be given thirty (30) days from the date of suspension to re-establish driving privileges without jeopardizing their spot on the roster the Authority and the Union will meet with the affected employee to determine if the employee can re-acquire driving privileges within a specified period of time.

**U.** Warning letters in employee's personnel file shall remain in effect for a period of not more than twelve (12) months for the basis of progression; letters will remain in file, however.

**V.** The Authority agrees that all conditions of employment in his/her individual operations relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of signing of this agreement, unless such conditions of employment are covered by this agreement.

#### **ARTICLE V: SENIORITY**

**A.** All newly hired employees will be on probation during the first ninety (90) days of work after the date of hire and during such period their employment may be terminated at the discretion of the Authority. The Authority may upon mutual agreement of the Union and employee request to extend the probationary period by the amount of time agreed to on a case by case basis. Upon completion of such probationary period, such employees will have seniority as of the date of hire.

**B. Lay-off** There shall be established a system of seniority to govern when forces are reduced and again restored and to provide preference to employees who are oldest in point of service for filling vacancies. In case of cutback, any employee moving to a new turn shall pick his/her work in accordance with his/her seniority.

**C. Seniority List** There shall be posted a separate seniority list for each Union under contract with the Authority. Each list will show the last entrance date of employees into the job classification over which the Union has jurisdiction.

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

**E.** If there is an error in a seniority date, the employee must file a protest in accordance with the provisions of Article IX of the Agreement. Seniority dates will be changed to accurately reflect seniority based on the last date of hire.

## **ARTICLE VI:**

## **ATTENDANCE POLICY**

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

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

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

### **1). Definitions**

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

An employee, failing to report-off or notify the Authority of absence, and reason for such absence, will be charged an event "Absent without Leave (A.W.O.L.);" and for each subsequent day of absence, in such case.

Consecutive days off for the same reason shall be considered only one (1) attendance event. Additionally, employees calling off sick must call in each day that they are calling off and must call off directly to the Maintenance Department Supervisor on duty for all shifts beginning at 8 am or later. If the Maintenance Department Supervisor on duty is not reachable, a detailed voice mail must be left on their voice mail documenting the reason for their absence. For all other shifts, an employee may call off to dispatch.

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

2). **Non-chargeable absences**

- A. Benefits payable by contract (Vacation, Bereavement Leave, PA Days, Personal Days, & Jury Duty)
- B. Official Authority or Union Business
- C. Court subpoenas or summons
- D. Worker's compensation claims validated by the bureau (BWC)
- E. Consecutive days of absence that include in-patient-hospital stay
- F. Authorized leaves of absence
- G. Suspensions

3). **The Policy**

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

<u>No. of Events</u>	<u>CONTROL STEPS</u>
One (1) thru eight (8) events	NO ACTION
Nine (9) events	VERBAL WARNING
Ten (10) events	WRITTEN WARNING
Eleven (11) events	MANDATORY VISIT DEPARTMENT HEAD and ONE (1) DAY WORKING SUSPENSION
Twelve (12) events	FINAL WARNING and FINAL COUNSELING IN LIEU OF SUSPENSION

Thirteen (13) events

SUBJECT TO DISCHARGE,  
PENDING A MEETING WITH  
DEPARTMENT HEAD, DIRECTOR  
OF HUMAN RESOURCES, OR  
THEIR DESIGNEE, AND UNION  
REPRESENTATIVE(S)

**ARTICLE VII: VACATIONS & HOLIDAYS**

A. During the term of this Agreement, all eligible employees will be entitled to vacations with pay, as follows: A vacation sign-up shall be conducted annually in the month of December for the following calendar year.

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

<b><u>Number of Calendar Years of Service</u></b>	<b><u>Maximum Annual Working Days of Vacation</u></b>	<b><u>Maximum Hours of Vacation Pay</u></b>
1	5	40
2	10	80
6	15	120
15	20	160
20	25	200
*27	30	240

Any employee attaining a certain tier prior to October 1, 2015, shall be grandfathered in on that tier and shall not lose any vacation time as of October 1, 2015 (i.e., an employee who has attained 10 years of service prior to October 1, 2015 shall remain on the tier earning 20 vacation days until they hit the new requirement of 20 years of service for the next tier of 25 vacation days).

\* The top tier of 27 years of service will only apply to those employees who have attained it as of October 1, 2015 and will then be eliminated when those employees are no longer employed with the Authority.

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

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

3. Hours lost due to paid sick leave, time off for Union business or other employee activity will be counted as hours paid for the purpose of determining an employee's vacation under this Article.
4. Vacation will be paid at the straight-time hourly rate on the basis of forty (40) hours per week of vacation, subject to pro-ration where applicable.
5. Employees entitled to three (3) weeks vacation or more may split their vacation into five (5) day periods except where a single day may be taken with forty-eight (48) hour advance notice subject to approval by Maintenance Director. Employees may use a maximum of two (2) vacation days (16 hours) in minimum one (1) hour increments subject to advance notice and the approval of the Maintenance Director.
6. Employees must be in service one (1) full year before taking a vacation. Eligibility for vacation shall be from last date of hire. Employees will earn vacation as set in A 1 above, but will only be eligible in the following calendar year to take a prorated vacation based on months of employment in first calendar year of employment. The authorization to take a pro-rated vacation and be paid assumes the employee will complete one (1) full year of employment, otherwise, he/she will/would not be entitled to any vacation prior to his/her anniversary date.
7. Vacation shall be taken at such time, and in such numbers, as not to interfere with the routine of the shops and garage. A Schedule covering vacation shall be worked out by the Director of Maintenance of the Authority, and a designated representative of the Union.
8. The Executive Director may advance vacations prior to the anniversary date in order to maintain normal operation.
9. Upon retirement, self-termination or dismissal, the employee will receive vacation pay in the year of retirement, self-termination, or dismissal on a pro-rata basis up to the date of retirement, self-termination, or dismissal providing he/she works the regular schedule until retirement, self-termination, or dismissal.
10. If an employee dies and has not received the vacation to which he/she was entitled on December 31, of the preceding year, the vacation pay due shall be paid to the surviving spouse, or legal heirs or to the executor of his/her will.
11. A total of two (2) employees may utilize any accrued paid or unpaid time off on any given day, not to exceed a maximum of two (2) days per week. However, if there are already two (2) employees scheduled off on a given day for any reason, a vacation request, pa day request, or unpaid personal day request will not be approved. Shift adjustments may be needed to accomplish this.

## **B. Holidays**

1. Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at the rate of time and one-half (1 ½). Work performed on President's Day, Martin Luther King's Day, Columbus Day and Veterans Day shall be paid at the rate of time and one-half (1 ½). If a holiday falls within the regular work week and the employee is not scheduled to work on said holiday, the holiday shall be considered as a day worked for the purpose of computing overtime of such employee. If a holiday falls on a Saturday, and it is not a regular scheduled work day, the employee working on the said holiday shall be paid at the rate of time and one-half (1 ½).

2. For the purpose of providing service on a maximum of four (4) Holidays (Martin Luther King Day, President's Day, Columbus Day and Veteran's Day) the Authority will offer limited service (i.e. Saturday schedule) and will utilize three (3) employees for six (6) hours. Employees agree to work the holidays as they coincide with the annual Saturday Schedule sign up. Employees may request to be excused from their scheduled holiday providing the following conditions are satisfied:

1. Employee requests change with a minimum of 48 hours of notice.
2. The Authority can find a replacement by following the OT Rotation List without having to force another employee to fill the time period without a Technician on the floor. The time period may be covered by a Technician scheduled to work the same Saturday by extending his/her shift if offered to the Technician following the OT Rotation List.
3. Employees requesting to be excused from their scheduled Saturday who have scheduled leave the last working day before and/or their first working day after the scheduled Saturday shall be excused if requested at an appropriate time for scheduling such leave time.

If the Authority goes to a full schedule on any of the four (4) Holidays (Martin Luther King Day, President's Day, Columbus Day and Veteran's Day), it shall be scheduled as a normal work day and all premium pay shall apply.

3. All employees covered by this Agreement shall receive eight (8) hours holiday pay for Christmas, New Year's Day, Martin Luther King's Day, President's Day, Columbus Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day and Thanksgiving Day. Rate of pay for hourly employees not scheduled to work shall be the same as if the employee had worked.

4. It is understood and agreed that for an employee to be eligible for holiday pay he/she must work the last entire scheduled work day prior to the holiday and the next entire scheduled work day after the Holiday, except where he/she is off for (1) personal illness or (2) illness in the immediate family, both of which must be accompanied by verification in writing by a licensed physician, or proof that medication was prescribed to treat the illness

or (3) using bereavement leave as per the guidelines of this contract. Any non-operational Holiday falling on a Sunday and being observed by either the State or Federal Government on another day will necessitate the Authority's schedule coinciding as deemed necessary by Management to facilitate operations.

#### **ARTICLE VIII:      REDUCTION IN WORK FORCE**

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

#### **ARTICLE IX:           GRIEVANCE AND ARBITRATION PROCEDURES**

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

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

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

**Step 3:**        The grievance may be appealed to arbitration by either party. Such appeal shall be made by written notice to the other party, within fifteen (15) days after the date of the decision in Step 2. Upon receipt of a notice of appeal to arbitration, the parties shall promptly try to select an arbitrator by mutual agreement. If they cannot do so in a period of seven (7) days after notice of appeal, either party may request Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. The parties shall strike names from the list provided until only one name remains. This person shall be the arbitrator. The parties shall decide who shall strike the first name by the toss of a coin. Hearings shall be arranged as promptly as possible after selection of the arbitrator. Both

parties shall be given an opportunity to present evidence and argue the matter. The decision of the arbitrator shall be final and binding of the Union, the Authority, and all employees involved, save that if enabling action is required, the arbitrator shall make appropriate recommendations to the Board. The fee and expense of the arbitrator shall be equally shared between the Authority and the Union, including the charges for the hearing room, if any.

**B.** The Union may select not to exceed three (3) employees to constitute a Grievance Committee. The Union shall certify to the President and the Department Superintendent the names of the grievance committee persons. The Grievance Committee shall meet to adjust pending grievances and to discuss procedures for avoiding future grievances. The Grievance Committee may, with approval of the Superintendent, discuss with the Authority officials matter which would improve relationships between the parties. Such meeting will be held promptly upon request of either party and will follow an agreed agenda. The activities of the Grievance Committee shall be so arranged and conducted as not to interfere with operations.

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

#### **ARTICLE X: NO STRIKES AND LOCKOUTS**

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

#### **ARTICLE XI: EARNED SICK HOURS, SICK LEAVES, & INSURANCE**

**A.** Employees employed prior to August 1, 1980 shall be entitled for each completed eighty (80) hours of service to sick leave of four and six tenths (4 6/10) hours of pay. Employees hired on or after August 1, 1980 shall be entitled to four and six tenths (4 6/10) hours of pay for each completed one hundred and sixty (160) hours of service.

Following five (5) years of continuous employment with the Authority, employees hired on or after August 1, 1980 shall be entitled for each completed eighty (80) hours of service to sick leave of four and sixth-tenths (4 6/10) hours of pay. Sick leave accumulation shall be based on all actual hours worked including overtime and paid leave time.

Employees may use sick leave, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, and for illness or

injury in the employee's immediate family. (Mother, Father, Grandmother, Grandfather, children, brothers & sisters of both employee and his/her spouse, and grandchildren).

Unused sick leave will accumulate without limit.

Employees who wish to take sick leave must notify the Authority at least thirty (30) minutes prior to sign in time. In the absence of such notice, the Authority shall deny a request for sick leave. Following an absence for illness of three (3) consecutive work days or more, certification from a licensed physician will be necessary to collect accumulated sick pay. Any employee being absent from work for a period of seven (7) consecutive work days, or more who has a licensed physician's release to return to work, will have the eighty (80) hours accumulated in the sick bank rule waived. Any employee having less than eighty (80) hours accumulated in the sick bank that is injured or involved in an accident will receive payment from day one, until accumulated sick hours are exhausted. This clause will also pertain to the employee's immediate family.

**B. Sick Leave Conversion/Severance** - Upon retirement or death while employed, an employee who has attained 10 or more years of service with the Authority shall be entitled to a payment of twenty-five percent (25%) of unused sick leave, up to a limit of 2,000 unused sick hours. In the event of death, payment shall be made to the surviving spouse or estate.

**C. Healthcare Benefits:** The Authority will pay the employee's premium for the CORE hospitalization plan, major medical, surgical, dental, and optical insurance. Medical insurance deductibles, \$500 per single plan and \$1,000 per family plan, will be the responsibility of the employee.

- Any optional benefit plan offered by the Authority will require employee contribution equal to the difference in premium rate between the CORE plan and the optional plan selected by the employee.
- The Authority shall provide for all employees a booklet which outlines the insurance coverage.

\*Should the need arise to discuss an employee insurance co-pay during the life of the contract, a reopener shall apply to discuss and negotiate the need.

A Health Care Advisory Committee may be established in the future consisting of one (1) employee representative from each bargaining unit and two (2) members of management. Their role would be strictly advisory and shall not compel the Authority, in any way, of evaluating or selecting insurance coverage.

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

- Each employee will be provided with \$15,000.00 life insurance coverage in the first month after his/her employment.
- The Authority will establish a self-insured coverage for each retiree in the amount of \$1,200.00.

**E.** A leave of absence may be granted to an employee for illness, following the expiration of accumulated sick hours with Doctor's certification required to verify the illness, and also to return to work following such a leave. The Authority has the right at any time to require an examination at any time during this leave of absence.

- An active employee is an employee who is on the payroll and receiving pay for work performed or using accumulated sick hours to receive pay.
- The Authority agrees to extend the employer paid health insurance coverage to all bargaining unit members actively employed, for a period not to exceed twelve (12) consecutive months following the exhausting of accrued sick time and vacation hours. This area pertains to employees off for illness or injury that is not occupationally related.
- Any employee who is injured on the job will retain benefits for six (6) months from the date of injury, providing the claim is allowed by the Industrial Commission.

**F.** Family and Medical Leave Act – An employee shall be entitled to the applicable provisions of the Family and Medical Leave Act consistent with Authority Policy. Time spent on paid or unpaid leave for the same qualifying event shall be charged against FMLA. Additionally, FMLA shall be charged when an employee incurs lost time under Workers' Compensation.

Notices of an employee's rights under FMLA are posted on the bulletin boards in each work location and additional information, as necessary, is available through the Human Resources Department.

## **ARTICLE XII: BEREAVEMENT LEAVE**

If a member of the employee's immediate family dies, and the employee is required to be absent from work to make funeral arrangements, attend the funeral, or assist family members, such employee may take time off with regular pay, provided that such time off does not exceed three (3) consecutive eight (8) hour days and one of which includes the funeral. Such leave shall be paid at the regular rate of pay, and the hours of absence shall be charged to the employee's guaranteed time. Under no circumstances will an employee receive bereavement leave for a day on which he/she is not scheduled to work. The employee shall notify his/her supervisor of the death of the family member and the dates the employee will be on leave as soon as possible. The Authority has a right to require the employee to furnish evidence of a death in the immediate family as a condition of such

leave. Such evidence may include an obituary notice, a death certificate, birth certificate, etc.

Immediate family consists of mother, father, grandparents, grandchildren, children, sister, or brother of employee or spouse.

### **ARTICLE XIII: PERFECT ATTENDANCE DAYS**

An employee who reports for and completes all scheduled work in any three (3) month period from January 1 to March 31, April 1 to June 30, or July 1 to September 30, or October 1 to December 31 shall be entitled to one day off with pay, providing that such employee takes a day off at a time which is agreeable to the employee and the Authority. The employee shall receive his/her regular rate of pay for the day off. The employee must take the day off for perfect attendance within twelve (12) months from the time it is earned. Absences for bereavement leave, personal days, vacation days, union business, or use of previously earned perfect attendance day will be deemed excused absences and, therefore, will not disqualify an employee for perfect attendance day consideration.

### **ARTICLE XIV: PERSONAL LEAVE WITHOUT PAY**

In order to conduct personal business, an employee may take up to three (3) days of leave without pay per year, providing that such leave has been approved 24 hours in advance by the Authority. Except in unusual circumstances, the Authority will not grant such leave for consecutive days. For the purpose of implementing this policy, the year referred to herein shall run from January 1 through December 31. Such leave will not be counted against accrued sick leave (see Article XI, A). However, such personal leave counts against guaranteed time.

### **ARTICLE XV: OTHER ACTIVITIES**

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

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

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

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

**ARTICLE XVII: PRESERVATION OF RIGHTS, ETC.**

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

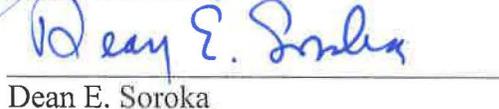
**ARTICLE XVIII: PERIOD COVERED BY AGREEMENT**

This Agreement cancels and takes the place of any and all Agreements or Contracts governing employees covered by this Agreement, and shall be in full force and effect from October 1, 2015 until September 30, 2018 at midnight. Either party desiring to make changes in this Agreement shall give notice to the other party sixty (60) days prior to the expiration of the Agreement. After receipt of such notice, both parties to this Agreement shall, through their representatives, confer and negotiate such matters through a conclusion.

WITNESS our signature this 4<sup>th</sup> day of November 2015.

**THE WESTERN RESERVE  
AUTHORITY**

  
James J. Ferraro

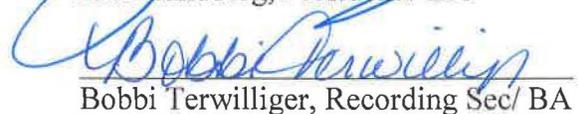
  
Dean E. Soroka

  
Matthew Kotanchek

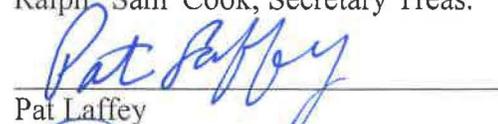
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**TEAMSTERS LOCAL NO. 377**

  
Rich Sandberg, President / BA

  
Bobbi Terwilliger, Recording Sec/ BA

  
Ralph "Sam" Cook, Secretary Treas.

  
Pat Laffey

  
Dennis Maynard