

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT  
RELATIONS BOARD

JANUARY 26, 2011

2011 JAN 27 P 12: 19

SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY/METRO

and

AMALGAMATED TRANSIT UNION LOCAL 627

Case No. 10-MED-10-1628

For the Southwest Ohio Regional Transit Authority/Metro

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Fact Finder

John P. Downs

## INTRODUCTION

This case involves the fact finding process between the Southwest Ohio Regional Transit Authority/Metro and the Amalgamated Transit Union Local 627. The unit is made up of 676 members consisting of 468 coach operators, 194 maintenance personnel, 10 board clerks, and 4 fare box pullers.

The parties met on January 12, 2011, at which time all parties agreed to try mediation. During mediation the Union was willing to participate, however, the Transit Authority expressed no desire to take part by their position of no movement. Therefore, fact finding was undertaken. I would point out a court reporter, Angie Portune from Ace-Merit, came in and set up. I was told the Transit Authority had requested her services. The Union stated that during arbitration cases the Transit Authority uses a reporter. I stated this is not the norm and her record would not be part of my report and I did not approve this since the Transit Authority did not see fit to contact me on this matter.

The following tentative agreements are to be included in any agreement between the parties. Copies are included with this report.

Section 3(c)	Sentence added
Section 3(d)	Tri-Partite Arbitration
Section 3(c)	Change days from 5 to 10
Section 3(q)	Free Transportation
Section 3(g)	Probationary Employees
Section 5	Wage Rates - introductory language
Section 5(k)	Wages Rates - delete old progression tables
Section 6(h)	Vacation Day At A Time
Section 7	Add new Section (h)
Section 8	Funeral Pay - add 2nd paragraph
Section 10(h)	Expand definition of felonious assault
Section 14	Fare System Technicians
Section 22(b)	System Seniority
Section 16(a)(4)	Picking Runs
Section 16(c)	Special Services
Section 17(a)	Regular Operators Working Extras
Section 17	Add Section (c)
Section 20(b)	Penalties for Missing - change number of days
Section 22	System Seniority - Remove transportation janitor
Section 22(c)	Seniority in Other Departments - add new language
Section 22(d)	Seniority During Leave of Absence

Cincinnati is a large city in the State which the Transit Authority services. It is a political subdivision created in 1968 by the Commissioners of Hamilton County under Chapter 306.30 of the Ohio Revised Code. The Transit Authority has a 13 member board. It receives revenue from fares paid by passengers, a share of Cincinnati earnings tax, funds from the State of Ohio, funds from the Federal government, revenues from sources transit, shelter and billboard advertising, investment income and fiber-optic rights.

Presently the Transit Authority and the Local 627 have a labor agreement in place.

As to comparables the Union uses Cleveland who operates 550 vehicles and Columbus who has 235 vehicles while SORTA operates 324 vehicles. SORTA stressed Dayton is comparable with 207 vehicles.

SORTA expressed cuts in their budget self imposed and by the City of Cincinnati of \$1 million then \$2.5 million. The Transit Authority objected to the City by letter, the Union stated it intends to file an injunction to preserve what they perceive as their funds.

The fact finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board as amended. In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Section 5. Wages

Union's Position

4% effective February 1, 2011  
4% effective February 1, 2012  
4% effective February 1, 2013

The Union's comparables were Columbus operator makes \$24.31/hour, Cleveland operator makes \$24.02/hour, and Cincinnati operator makes \$23.49/hour. It also pointed out the Authority Management Executive Group received \$270,240 in 2010. The Union stated the Authority budget allows for a 4% wage increase. They also pointed out it has been 40 years since an adjustment of funding from the city took place.

Transit Authority's Position

0 in 2011  
0 in 2012  
2% in 2013

The Authority pointed out it has had a decrease in revenue earnings, Ohio grants, and federal funding will be changing. Twenty-two replacement buses are projected in 2011.

**RECOMMENDATION**

I recommend a pay increase of 2% for 2011, 2% for 2012, and 2% for 2013.

Section 5(o). Overtime Rate

Union's Position

Employees who work certain shifts will be guaranteed that if they work in excess of 8 hours in the day they shall be paid overtime at time and one-half.

Transit Authority Position

Eliminate overtime after 8 hours and only pay it after 40 hours in the work week. There is a potential savings of \$315,000 a year.

**RECOMMENDATION**

If an employee works over 8 hours in a shift he/she is to receive overtime for that shift. This also covers show-up time.

Section 7. Holidays

Union's Position

Any holidays worked on their day off shall be paid double time and one half.

Transit Authority's Position

Eliminate language on double time pay on hours worked on a holiday. Instead pay straight time for regular scheduled hours plus 8 hours for holiday pay.

**RECOMMENDATION**

Retain current contract language. Also eliminate language on new hires in the maintenance division being held down for a period of time before being treated equally with others who perform the same work.

Section 10. Group Sickness and Accident Protection

Union's Position

Retain current contract language.

Transit Authority's Position

Eliminate sickness and accident insurance coverage. Under contract arbitral interpretation of SORTA's S&A programs permits sick days. S&A leave run separately, rather than concurrently as originally intended. The costs are high.

**RECOMMENDATION**

Retain the current language as it has worked well. It appears the Transit Authority wants to get around an arbitration they lost.

Section 11. Health Care Benefits

Union's Position

No change in the health insurance program or contribution levels that they currently have. Current seed money being deposited in the employees HSA account be paid at the outset of the calendar year rather than in increments. The Union states an ULP was filed with SERB, that the Authority changed the insurance without notice.

The Union requested an increase in the opt out amount to single \$350 and family \$550.

Transit Authority's Position

There are three different options for salaried employees. The employee share of the total premium will increase by 2% each year of the agreement. (United Health Care High Deductible) which is the current plan and a new plan and new PPO plan. For the opt out plan the employee will receive \$150 a month for single and \$350 a month for family.

**RECOMMENDATION**

The Authority's premiums have increased by 27% and the employees should not be expected to absorb the entire amount. Lou Ann Hock stated the Authority saved 27.08% of their cost when the Authority changed insurance coverage.

I recommend the employee will pay a percentage of their base hourly wage rate (based upon 2080 hours). Pay 2% of base hourly rate in 2011 and 2012 with an increase to 2.5% of their base hourly rate in 2013. As to the opt out amounts they are to be \$350 per month for single and \$550 per month for family.

Section 11. Health Insurance - Health Savings Account Hardships

Union's Position

Retain the current language.

Transit Authority's Position

Eliminate the hardship contribution to the health savings account. They did not budget for this cost and spent \$70,000 in 2010.

**RECOMMENDATION**

Current language is to be maintained in the contract.

Section 11. Wellness Incentives

Union's Position

Supports the wellness program.

Transit Authority's Position

By July 1, 2011 Authority to start wellness program. Employees can earn \$250 in 2011 by participating. The amount to increase to \$500 in 2012. The program is to be managed by a third party. The Authority will retain the flexibility to modify the program.

**RECOMMENDATION**

The wellness incentive program shall be part of this agreement. Employees can earn \$250 in 2011 by participating. This shall increase to \$500 in 2012 and 2013. Any changes in the program will need to be bargained with the local.

Section 15(g). Sunday and Holiday Runs

Union's Position

Retain the current language.

Transit Authority's Position

Eliminate holiday picks and run Sunday service on scheduled holidays. This would give an estimated cost savings of \$10,000.

**RECOMMENDATION**

Retain the current language.

Section 22. Maintenance Issues

ASE Automotive Services Excellent Program

Union's Position

Seven out of eight courses are needed. They are:

- H2 Diesel engines
- H3 Drive train
- H4 Brakes
- H5 Suspensions and steering
- H6 Electrical/Electronic Systems
- H7 Health and Ventilation and Air Conditioning (HVAC)
- H8 Preventive Maintenance and Inspection (PMI)

Transit Authority's Position

They had no opposition to this recommendation.

**RECOMMENDATION**

The Transit Authority is to make these courses available to all maintenance employees in the disciplines where these employee must work every day.

Note: An arbitrator's decision regarding layoffs in the maintenance classifications is currently pending. The outcome of that decision should become part of this agreement.

Section 22(b) Mechanical Departments

Union's Position

The Union had agreed to a floater program on a trial basis. However, needs to be by week and needs extra employees to perform the duties of floaters.

Transit Authority's Position

Establish a floater program for non-technical employees in maintenance. Employees under this program would be assigned to jobs based on the needs of the Authority within their qualifications.

**RECOMMENDATION**

Add Transit Authority language to Section 22(b) of agreement to reflect this program.

Section 22(b) Mechanical Departments

Union's Position

Transit Authority to allow SORTA to implement a training program for its technical employees.

Transit Authority's Position

Amend Section 22(b) to read the maintenance department is to develop a training program.

**RECOMMENDATION**

The parties agreed to a tentative agreement on training the day of this hearing. This shall be part of the contract.

Section 28. Health Care and Life Insurance - 1960 Agreement

Union's Position

Retain current language in the agreement as it has been over the years.

Transit Authority's Position

Modify the unlimited duration for health and life insurance to two years.

Section 28. Past Practices

Union's Position

The Union wants to retain the current contract language which contains the 1960 agreement, side agreements and past practices.

Transit Authority's Position

Amend the current language to supersede all prior agreements, side agreements, past practices and understandings.

**RECOMMENDATION**

The Union stressed the history of their contracts is part of these agreements over the years. The Transit Authority wants to cut them off. I find that the current contract language has worked well, therefore, continue the current language in the new agreement.

Section 29. Sub Contracting

Union's Position

There is no cost savings as indicated by the Transit Authority.

Transit Authority's Position

Amend the agreement to allow the Authority to contract out work, so long as he subcontracting does not cause a layoff of bargaining unit employees.

**RECOMMENDATION**

Amend Section 29 of the agreement to read the authority is permitted to contract out work, so long as the subcontracting does not cause a layoff of bargaining unit employees.

Section 32. Duration of Contract

Union's Position

The contract should be for the three years of 2011, 2012, and 2013.

Transit Authority's Position

The contract should be for the three years of 2011, 2012, and 2013.

**RECOMMENDATION**

This contract shall be valid for the years of 2011, 2012, and 2012.

**TOTALITY OF AGREEMENT**

It is recommended that all agreed to articles listed prior to fact finding be included in the agreement.

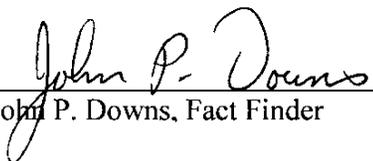
This will affirm the foregoing report consisting of 10 pages, including the findings and recommendations set forth in the award by the fact finder.

Any matter presented before the fact finder and specifically addressed in this determination and award were given consideration but are not recommended for inclusion in the agreement.

If there is found conflict in the report between this fact finder's discussions and recommendations, the language in the recommendations shall prevail.

To the best of my knowledge, said report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

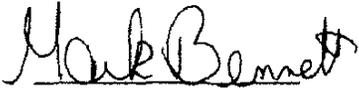
I, therefore, offer my signature at my address in the County of Pickaway in the State of Ohio this date of January 26, 2011.

  
\_\_\_\_\_  
John P. Downs, Fact Finder

TENTATIVE AGREEMENT

Section 3(c): Add sentence to grievance process concerning discharges that reads as follows:

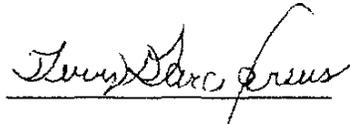
**In cases involving the discharge of an employee, the parties will  
by pass the first two steps of the above mentioned procedure  
and proceed directly to Step Three.**



Mark Bennett

President/B.A.

ATU 627



Terry Garcia Crews

General Manager

SORTA/Metro

December 7, 2010

STATE EMPLOYMENT  
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2011 JAN 27 P 12:19

TENTATIVE AGREEMENT

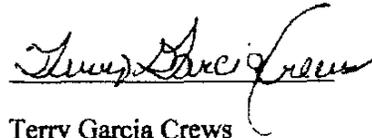
Section 3(d): Change the service that provides the panel of arbitrators from American Arbitration Association to the Federal Mediation and Conciliation Service. New language to read as follows:

**(d) Tri-Partite Arbitration**

If the parties are unable to reach agreement in Step Three, and the grievance or dispute involves the application, interpretation, or violation of any provision of this Agreement, the Union (not any individual employee) or the Authority may within thirty (30) days of said failure to reach agreement, demand arbitration and request the **Federal Mediation and Conciliation Service** to provide the parties with a list of seven (7) prospective arbitrators.



Mark Bennett  
President/B.A.  
ATU 627



Terry Garcia Crews  
General Manager  
SORTA/Metro

December 7, 2010

## Tentative Agreement

Union agrees to Authority Non-Economic proposal #1 to amend Section 3(c ) language to increase Step 1 response time to a ten (10) day period. And the Authority agrees to Union proposal #11 to allow all qualified dependents transportation passes in Section 5(q).

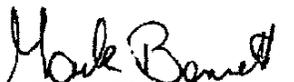
### Section 3

"Step One - If the grievance is a complaint of an employee or the Union, the grievance complained of shall be submitted in writing to the other party within ten (10) days after the incident giving rise to the same becomes known with reasonable diligence, stating the nature of the grievance and the remedies sought from the Authority. The Union will submit the written grievance to the immediate supervisor or his/her designee.

The Supervisor, or his/her designee, will respond in writing to the Union and the grievant within ~~five (5)~~ ten (10) days after receipt of the grievance either denying or sustaining the grievance and stating the reasons therefore."

### (q) Free Transportation

All members of the Union in the service of the Authority ~~and~~ the spouse and ~~two~~ all IRS qualified child dependents of the active members are entitled to free transportation on all vehicles operated by the Authority. This spouse and ~~two~~ the qualified child dependents may be charged a nominal service charge of less than \$10.00 per pass each year for administrative costs of free transportation pass. The Authority will initiate the spousal and ~~two~~ the qualified child dependent transportation program as soon as practicable. Besides spouses and qualified child dependents of active members, pensioners will be permitted to ride on any coach with their passes without payment of any fare.

  
Mark Bennett  
President/Business Agent  
ATU #627

  
Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

**Tentative Agreement**

**Section 3(g)-Probationary Employees**

The probationary period in this section shall be increased from sixty (60) days to **ninety five (95) days.**



Mark Bennett  
President/B.A.  
ATU 627



Terry Garcia Crews  
CEO  
SORTA/Metro

January 7, 2011

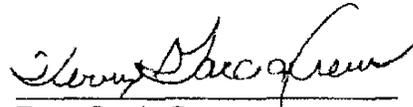
Tentative Agreement

Section 5: WAGE RATES

Amend Section 5 introductory language to delete the 2<sup>nd</sup> paragraph and remainder of page 7 in current agreement about one-time pay increases in 2005-2007.



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
General Manager  
SORTA/Metro

12/6/2010

## TENTATIVE AGREEMENT

### Section 5 (k): Wages Rates

Delete old progression tables no longer applicable. Eliminate following contract language:

All employees newly hired into the bargaining unit after January 26, 1994, as operators, farebox pullers, traffic checkers, or utility workers will be paid under the following progression based on the top rate for their classification during their first fifty-four (54) months of employment.

First sixteen (16) months	- 60% of top rate
Second sixteen (16) months	- 70% of top rate
Third sixteen (16) months	- 80% of top rate
Next six (6) months	- 90% of top rate
Thereafter	- 100%

Effective 2/6/00 all current employees who were hired on or after May 13, 1997 as well as all employees newly hired on or after February 6, 2000 as operators will be paid under the following progression based on the top rate for their classification during the first eighty-four (84) months of progression.

First twelve (12) months	-50% (Minimum \$10.00* per hour)
Second twelve (12) months	-52% (Minimum \$10.30 per hour)
Third twelve (12) months	-56% (Minimum \$10.60 per hour)
Fourth twelve (12) months	-60% (Minimum \$10.90 per hour)
Fifth twelve (12) months	-64% (Minimum \$11.20) per hour)
Sixth twelve (12) months	-70%
Seventh twelve (12) months	-76%
Thereafter	-100%

\*Effective 2/3/02 increases to \$10.20 per hour.

Effective the first pay period after February 1, 2003 the progression rate for all current employees, as stated above, shall be adjusted as follows:

All employees who were currently at 50%, 52%, and 56% shall be advanced to the 60% step, thus eliminating the first three steps. All other employees who were currently at 60%, 64%, 70%, or 76% shall advance one step in the progression. Based on the adjustments made, current employees shall continue through the remainder of the progression steps as follows:

Next 12 months : 60%

Next 12 months : 64%

Next 12 months : 70%

Next 12 months : 76%

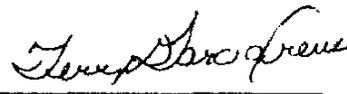
Next 12 months: 100%



Mark Bennett

President/B.A.

ATU 627



Terry Garcia Crews

General Manager

SORTA/Metro

December 7, 2010

## Tentative Agreement

### Section 6(h) : VACATION DAY AT A TIME

The following outline supercedes and replaces:

- the current vacation day at a time agreement dated and in effect since April 13, 1991
- and as amended and revised and expanded beginning in 1994
- section 6 (h) of the Memorandum of Agreement (Pay In Lieu of Vacation).

The goal of these changes is to: provide a more flexible program that increases availability and flexibility for employees to utilize vacation day at a time consistent with the business needs of Metro. The changes maximize the window to use vacation days at a time during the vacation year period, increase the flexibility that employees have for using vacation days at a time and provides for resolution of unused vacation days at a time at the conclusion of the vacation year period.

### Revised Vacation Day at a Time Agreement

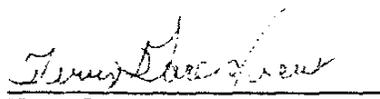
This revised agreement supercedes and replaces the Vacation Day at a Time Agreement dated April 13, 1991 and any subsequent past practice / written or verbal agreement between the parties that extended use of the vacation day at a time beyond the original 1991 agreement (i.e., number of weeks that can be designated and used as vacation day at a time). So long as this revised Vacation Day at a Time Agreement remains in effect, it also supercedes and replaces the Pay in Lieu of Vacation section of the Memorandum of Agreement (MOA), section 6 (h).

1. Employees covered by the MOA with the following total vacation eligibility may participate in this revised Vacation Day at a Time Program based on the following:
  - a. two (2) or three (3) weeks total may select to use one (1) week as day at a time
  - b. four (4) or five (5) weeks total may select to use one (1) or two (2) weeks as day at a time
2. An employee must select and declare this option at the time that he/she is selecting his/her vacation during the annual vacation pick. Only the balance of vacation, total allotment minus the designated week(s) of vacation day at a time, will then be selected on the annual vacation pick.
  - a. For example, operator A has 4 weeks of vacation eligibility. At her time to pick vacation, she declares to use 1 week as vacation day at a time. She then selects 3 weeks of vacation on the annual pick and the 1 week of vacation day at a time is placed in the employee's "vacation day at a time account".

3. A book will be maintained in each maintenance work area /department and at each facility for transit operations for employees to sign up to request use of vacation day at a time. This book will be in the possession of the foreman or the dispatch clerks.
  - a. Employees may sign up in the book for vacation day at a time requests for a period of up to 90 days in advance
4. On Thursdays of each week, the work areas and facilities will post a list that notifies employees approved for a vacation day at a time for the following week, Sunday thru Saturday.
5. Vacation day at a time requests will be granted based on availability and seniority.
6. Employees may request to use vacation day at a time after Thursday of the prior week and additional vacation day at a time requests will be granted based on availability and provided that no other employee has been denied his/her request for that same day. Vacation days at a time can also be used for employee emergencies.
7. Any unused vacation days at a time in an employee's account at the conclusion of the vacation year will be paid as pay in lieu vacation.
  - a. Payment for unused vacation day at a time will be made during the first pay period after the conclusion of the vacation year in which the unused vacation days at a time were not used.
  - b. Unused vacation days will be paid at the employee's base wage rate in effect on the first day of the vacation year for which the days were unused.  
For example:
    - i. Operator A designates a week of vacation day at a time for the current vacation year that starts Sunday June 2, 2011.
    - ii. The next vacation year begins on Sunday June 1, 2012.
    - iii. Operator A has 2 unused vacation days in her bank on May 31, 2012, the last day of the current vacation year.
    - iv. Operator A is paid the total of two vacation days, 16 hours x her wage rate in effect on June 3, 2011 during the next pay period in June 2012.
8. This revised Vacation Day at a Time Agreement will be implemented for the vacation year beginning June 1, 2011. The parties agree that this agreement will automatically renew for each subsequent vacation year unless either of the parties notifies the other in writing of their decision to terminate this revised Vacation Day at a Time Agreement.
  - a. Notification from either party to the other party must be made in writing at least 90 days prior to the start of the next vacation year. This agreement may only be terminated prior to the start of the next vacation year; it may not be terminated with respect to a vacation year that has already commenced.

- b. Upon termination of this revised Vacation Day at a Time Agreement, the parties agree to revert back to and implement the provisions in place at the time this revised Agreement was adopted:
- i. the vacation day at a time agreement dated and in effect since April 13, 1991
  - ii. as amended and revised and expanded beginning in 1994
- section 6 (h) Pay In Lieu of Vacation of the Memorandum of Agreement .

  
\_\_\_\_\_  
Mark Bennett  
President/Business Agent  
ATU #627

  
\_\_\_\_\_  
Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/7/2010

## Tentative Agreement

### Section 7

Add new section (h):

For Maintenance employees there will be a Holiday Pick on each holiday that there is a non weekday schedule operated.



Mark Bennett  
Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

Tentative Agreement

Section 8: FUNERAL PAY

Add 2<sup>nd</sup> paragraph to section:

If a holiday that the employee is scheduled to work occurs while the employee is on funeral leave, the employee shall receive holiday pay in addition to funeral pay.



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

### Tentative Agreement

#### Section 10(h)

Expand definition of felonious assault by adding language after:

"sustains bodily injuries as a result of Felonious Assault by any person, other than an employee"

ADD from side agreement

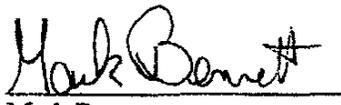
", or an act of vandalism against a coach which results in a direct physical impact upon the employee and causes physical injury to him or her"

CONTINUE from contract

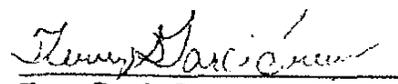
", the Authority will pay such employee the regular hourly rate for eight (8) hours for each of the regular work days lost due solely to such injury."

ADD from side agreement

"However, the Authority reserves the right to review the circumstances of any such case and determine whether payment is appropriate."



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

## Tentative Agreement

### FARE SYSTEM TECHNICIANS

Incorporate the following provisions concerning into the labor agreement:

#### Section 14: Work Day and Work Week

##### (e) Day Shift Employees Hours

Add a new paragraph: Shifts for Fare Systems Technicians will be determined by the Authority.

##### (f) Work Day For Maintenance Employees

This paragraph does not apply to Fare Systems Technicians.

Fare Systems Technicians will be paid spread time after eleven (11) hours in the event of split shift schedules.

#### Section 22: System Seniority

##### (b) Mechanical Departments

Add New: (9) All Fares Systems Technicians positions are classified as B-rate General Repair/Fare Technicians positions. These positions will include current Fare Technicians duties but also other B-rate mechanical duties. All Fare Systems Technician positions and B-rate General Repair/Technician positions shall be appointed positions. Qualified employees will apply for and be appointed to these positions on an annual basis just prior to the maintenance general pick. **However, the incumbent Fare System Technicians will be grandfathered and allowed to remain in their current positions. These incumbents will enter the maintenance department as new employees for the purposes of maintenance seniority. The incumbents and other appointed employees appointed to these positions will continue to accrue overall seniority for the purpose of vacation eligibility and selection, and maintenance department seniority for job selection or in the event of layoff. The Authority reserves the right to re-evaluate these jobs and pay rate in the future.**



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
General Manager  
SORTA/Metro

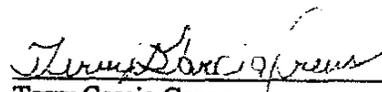
12/7/2010

Tentative Agreement

Section 16(a)(4): PICKING RUNS

Pay for Extras is not guaranteed to operators when the Extra is canceled or changed.  
Extras are subject to change or cancellation at any time throughout the course of a pick.  
With the commencement of all run picks, SORTA will identify in writing which "extras"  
SORTA knows about that may be eliminated during said pick.

  
Mark Bennett  
President/Business Agent  
ATU #627

  
Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

#19 + #20

## Tentative Agreement

Section 16(c)

Change title to : SPECIAL SERVICES

Delete current language and substitute:

In the event that Metro provides service for a Special Event (i.e. Tall Stacks, Riverfest, Reds, Bengals), Metro and the Union will meet to discuss how the work is picked and assigned.

The Trolley Services Procedure Agreement signed May 4, 2007 is in effect, as located in the appendix of this agreement.

  
Mark Bennett  
President/Business Agent  
ATU #627

  
Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

Tentative Agreement

Section 17(a): REGULAR OPERATORS WORKING EXTRAS

Amend section by deleting Holy Name Parade.



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

Tentative Agreement

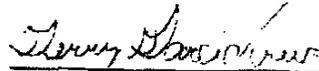
Section 17: REGULAR OPERATORS WORKING EXTRAS

Add Section 17(c) to read:

An operator with twenty-five (25) years or more of seniority who participates in training that lasts in duration for four (4) hours or more but less than eight hours shall not be compelled to run an extra that will result in extending that operator's day beyond eight (8) hours. The operator, however, may elect to work beyond the eight (8) hours.



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
CEO/General Manager  
SORTA/Metro

12/14/2010

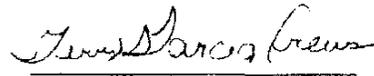
## Tentative Agreement

### Section 20(b) Penalties for Missing

The period of time in which to measure the clearing of misses in this section shall be reduced from one hundred and ten days (110) to **ninety five (95) days**.



Mark Bennett  
President/B.A.  
ATU 627



Terry Garcia Crews  
CEO  
SORTA/Metro

January 7, 2011

Tentative Agreement

Section 22: SYSTEM SENIORITY

Remove transportation janitor language in Section 22(b) (2<sup>nd</sup> paragraph) on page 41 of current contract.



Mark Bennett  
President/Business Agent  
ATU #627



Terry Garcia Crews  
General Manager  
SORTA/Metro

12/6/2010

## Tentative Agreement

### Section 22(c) Seniority In Other Departments

#### Add New Language:

Employees in the bargaining unit who transfer out of the bargaining unit to any non-bargaining unit position, will have a total of one (1) year from the date of transfer to return to the bargaining unit without losing their seniority accumulated up to the date they left the bargaining unit. After one year out of the bargaining unit, the employee shall not be eligible for rehire or entry back into the bargaining unit.



Mark Bennett  
President/B.A.  
ATU 627



Terry Garcia Crews  
CEO  
SORTA/Metro

January 7, 2011

TENTATIVE AGREEMENT

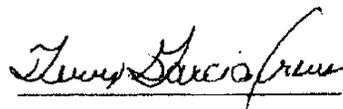
Section 22(d): Eliminate phrase "SORTA Employees Credit Union" as obsolete and add current entity. New language to read as follows:

**(d) Seniority During Leave of Absence**

Any members of the Union who are employees of the Authority and who may be elected to any office in the Union which requires their absence from the Authority's service, shall upon their retirement from the duties of said office be reinstated in the Authority's employ with full seniority and rank. Also, employees of the Authority who may be called upon to transact business of the Union or of the Authority or of **the Cincinnati Federal (CinFed) Credit Union or any successors** which requires their absence from duty, shall, upon application, be allowed to absent themselves from duty for a sufficient time to transact such business, provided the number applying for leave of absence shall not be so great as to be detrimental to the service.



Mark Bennett  
President/B.A.  
ATU 627



Terry Garcia Crews  
General Manager  
SORTA/Metro

December 7, 2010

**CERTIFICATE OF SERVICE**

This will affirm that the Fact finding Report in the Matter of Fact finding between

SOUTHWEST OHIO REGIONAL  
TRANSIT AUTHORITY/METRO

CASE NO: 10-MED-101628

V

AMALGAMATED TRANSIT UNION  
LOCAL 627

was served to the below named parties at the stated addresses

STATE EMPLOYMENT  
RELATIONS BOARD  
2011 JAN 27 P 12:19

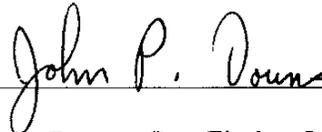
JOSEPH S. PASS, ESQUIRE  
JUBELIRER, PASS & INTRIERI, P.C.  
219 FORT PITT BOULEVARD  
PITTSBURGH, PA 15222

ROBERT J. REID, ESQUIRE  
DINSMORE & SHOHL, LLP  
1900 CHEMED CENTER  
255 EAST FIFTH STREET  
CINCINNATI, OH 45202

by U.S. Postal Service mailed, overnight express on January 26, 2011.

Copy of this Award was submitted by U.S. Postal Service, First Class Mail to  
Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on  
January 26, 2011

I affirm, to the best of my knowledge that the foregoing is true and accurate and in  
keeping with ORC 4117 and related SERB Rules and Regulations.



John P. Downs, Fact Finder: January 26, 2011

Hand  
Nancy Adams RE  
2. OH 43113

Director, Bureau of Mediation  
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