



STATE EMPLOYMENT RELATIONS BOARD  
State of Ohio

In the matter of Fact Finding between:	)	SERB No. 12-MED-02-0120
	)	
AMALGAMATED TRANSIT UNION,	)	
LOCAL 1385	)	Hearing: January 28, 2013
	)	at Dayton, OH
and	)	
	)	Date of Report:
GREATER DAYTON REGIONAL	)	February 18, 2013
TRANSIT AUTHORITY	)	

**FACT FINDING REPORT**

Before Mitchell B. Goldberg, SERB Appointed Fact Finder

Appearances: For the Union: Joseph S. Pass, Esq., Jubelirer, Pass & Intrieri P.C.  
For the Employer: Ronald Linville, Esq., Baker & Hostetler

**I. Introduction and Background.**

The Ohio State Employment Relations Board (“SRB”) appointed the undersigned as the Fact Finder of this public employment labor dispute on September 11, 2012. The parties agreed that the issuance date for this Report would be February 15, 2013. They submitted timely pre-hearing statements setting forth their respective positions on the unresolved issues in accordance with SERB Rules and Guidelines. The hearing was conducted on January 28, 2013 at the Employer's offices. They provided evidence, including documentary exhibits in support of their positions.

The following recommendations are made in accordance with the existing statutory factors that are incorporated in SERB Rules and Guidelines. The recommendations are on all unresolved issues and incorporate all unchanged provisions of the expired CBA, all tentative agreements reached between the parties during their negotiations, through mediation, and those made at the hearing. The parties have instructed me to prepare my recommendations in the following format: Bold lines through text



reflect deleted language from the prior CBA; bold type and underlining reflect additions to the expired CBA language.

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Mitchell B. Goldgerg  
SERB Appointed Fact Finder



AGREEMENT

OF

RTA

It's time to ride

GREATER DAYTON REGIONAL TRANSIT AUTHORITY  
with

AMALGAMATED TRANSIT UNION  
AFL-CIO LOCAL 1385

~~September 7, 2010~~

April 2, 2012

THROUGH

April 1, ~~2012~~ 2015



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**LABOR AGREEMENT**

~~September 7, 2010~~ ~~April 1, 2012~~ **April 2, 2012 through April 1, 2015**

**ARTICLE I — PARTIES AND RECOGNITION/MANAGEMENT RIGHTS**

Section 1

THIS AGREEMENT entered into on the ~~7th 2<sup>nd</sup>~~ day of ~~September, 2010~~ **April 2012**, by and between the GREATER DAYTON REGIONAL TRANSIT AUTHORITY, its successors or assigns, party of the first part, hereinafter called the "Authority," and the AMALGAMATED TRANSIT UNION AFL-CIO, LOCAL 1385, its successors or assigns, party of the second part, hereinafter called the "Union," witnesseth:

That the parties hereto, in consideration of the mutual covenants and agreements herein contained, contract and agree with each other that this Agreement, which shall become effective as of ~~Sunday~~, the ~~12th 2<sup>nd</sup>~~ day of ~~September 2010~~, **April 2012** shall thereafter constitute the complete entire Agreement between the parties hereto.

Section 2

The Authority, through its properly authorized and accredited managers, will meet and ~~treat~~ **confer** with the Union, acting through its property accredited officers and committees, on all questions that may arise. ~~All~~ **Such** matters will be considered with fairness and reasonableness. Should any difference or differences arise between the parties which cannot be mutually adjusted under this Agreement, the same shall be submitted upon the written request of either party to arbitration in accordance with the provisions of Article XXXI herein.

Section 3

The Authority agrees to recognize the Union as the sole bargaining agent for all hourly rate employees, except those on probation, in all matters covered by this Contract.

Section 4— Management Rights

Unless a specific provision in this Agreement provides otherwise, nothing in this Agreement impairs the right and responsibility of the Authority to:

- A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the Authority, standards of services, its overall budget, utilization of technology, and organizational structure;
- B) Direct, supervise, evaluate or hire employees;
- C) Maintain and improve the efficiency and effectiveness of Authority operations;
- D) Determine the overall methods, process, means or personnel by which Authority operations are to be conducted;
- E) Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the Authority;
- H) Effectively manage the work force;
- I) Take actions to carry out the mission of the Authority. The Authority is not required to bargain on subjects reserved to the management and direction of the Authority, except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing



provision of this Agreement. A member of the bargaining unit or the Amalgamated Transit Union may raise a legitimate complaint or file a grievance based on this collective bargaining agreement.

#### Section 5— Union/Management Committee

In order to provide a mechanism for discussion of mutual problems, there is hereby established a Union/Management Committee. This Committee shall be composed of four (4) persons appointed by the Union and four (4) persons representing Management. This Committee shall meet at least quarterly on a date and at a time to be selected jointly by the Union and management to provide a forum for the discussion and possible resolution of problems. The establishment of this Committee shall not be construed as to obligate either party to participate in additional bargaining nor does recognition of issues by this Committee expand the issues to be resolved through the grievance procedure. It is the intent of this section only to provide an informal format to discuss problems of mutual concern with the understanding that, if possible, these problems would be resolved by mutual cooperation.

### **ARTICLE II— UNION SHOP FOR ALL EMPLOYEES**

#### Section 1

The Authority agrees that all of its present hourly rate employees shall become and remain members in good standing of the Union while in the employ of the Authority, except those on probation.

#### Section 2— Probationary Employees

- A. All new employees shall be on probation for a full period of 1,040 hours worked, excluding overtime, following the date of employment. The probation period for all employees starts with the day they become employed. All new employees subject to the terms of this Agreement shall become members in good standing of the Union at the expiration of thirty (30) calendar days after starting to work.
- B. The Union recognizes that the Authority shall have full and exclusive power to control, direct and terminate the employment of all new employees during the probationary period, without being subject to a charge of Agreement violation or the commission of a grievance by reason of such termination or the exercise of such control.

#### Section 3 — Job Bidding

It is recognized by the Authority that vacancies in hourly rated jobs throughout various departments will occur from time to time, should management authorize a replacement. These vacancies are defined as being created by the termination of hourly employees, and their separation from the seniority lists. It is agreed that all such vacancies or any new job openings within a department will be offered to, and filled by; employees within the department who are actively at work, able to immediately begin work in the new position, and who can qualify for the position.

For the purposes of this Agreement, an employee is considered actively at work and able to immediately begin in the new position if the employee is present at work and able to perform all of the regular duties of the new position within thirty (30) days of the Authority's offer to the employee. If an employee is unable to be present at work and able to perform all the regular duties of the new position within thirty (30) days of the Authority's offer to the employee, the job will be offered to the next most senior eligible and qualified candidate.

When the employer is made aware that an employee will be on extended leave due to illness or injury, the employer may declare a temporary vacancy for the position held by that employee and hire a temporary employee to fill the temporary vacancy. The temporary employee shall serve no longer than the time the regular employee is off work, plus the time necessary to fill the permanent vacancy. The permanent vacancy shall be filled pursuant to this Agreement and the temporary employee shall have no guarantee of continued employment.



## Section 4

If no employee within the department can qualify for the position, or no employees are otherwise interested to fill any open position, it is then agreed that the vacancy or vacancies will be posted for ten (10) days. Present employees actively at work and able to immediately begin work in the new positions, as defined in Section 3 above, will be given the opportunity for advancement by transferring from department to department, provided such employees can qualify without undue penalty to the organization in meeting the requirements of the job. Such a transferred employee will be subject to a probationary period of 1,040 hours worked, excluding overtime. The transferred employee's rate will be reduced one grade in the new classification. The employee will be entitled to the same seniority within the new group classification as that accorded to a new employee joining the group for purposes of picking job assignments, vacation time picking and other matters in accordance with generally recognized seniority principles. It is agreed, however, that such a transferred employee shall retain overall Authority seniority in relation to employee benefits, including the amount of earned vacation time, hospitalization and medical insurance, accumulated pension rights, and group life insurance coverage. It is further agreed that the transferring employee shall diligently apply himself/herself to establish his/her competency in the new group to the satisfaction of supervisors and that the Authority will provide him/her with the help and assistance commonly devoted to a new employee entering the group.

## Section 5

An employee failing to establish competency prior to completing 1,040 hours worked (excluding overtime) will be returned to the previous department and classification subject to the provisions outlined below.

An employee wishing to return voluntarily to the department and classification from which he/she originally transferred by bid may do so within sixty (60) calendar days. **An employee will not be permitted to reapply or voluntarily return to the same position more than twice.**

Those employees returning to the department and classification from which they transferred will retain Authority bargaining unit seniority. They will return at the bottom of the pick until the next departmental pick. The Authority reserves the right to postpone action on the requested transfer of any employee if such transfer will cause an undue hardship or an unacceptable burden to the Authority. Cases so postponed will be jointly considered by the Union and Authority in an effort to seek a solution to the benefit of all concerned. Transferred employees will be permitted to return to the department from which they transferred, at their Authority bargaining unit seniority if their job is abolished, or if they are affected by a layoff in the department to which they have transferred.

## Section 6

Full time and/or part time employees with less than 520 hours worked (excluding overtime) **are not eligible for the job bidding process will only be considered for advancement if it is determined to be in the best interest of the Authority.**

## Section 7

~~Should an open position not be filled through the preceding job bidding process, management reserves the right, at its option, to solicit interest from any qualified employee, or to select a new employee from the applicant pool.~~

**Any employee hired prior to the ratification of the Agreement (insert date) who is selected for a position requiring a Commercial Driver License (CDL) and successfully completes training will be provided a \$100 bonus provided they meet the following criteria: Must have remained actively employed and worked 2,080 hours (excluding overtime) in the CDL qualifying position and not incurred any preventable accidents within this 12-month period. The 12-month qualifying period will begin on the date the employee receives his/her Commercial Driver License.**



**Any new employee hired after ratification of this Agreement who has applied and been selected for a position requiring a Commercial Driver License (CDL) and desires the Authority to train him/her for a CDL will be assessed a training fee of \$500. This fee shall be paid to the Authority via payroll deduction in twenty (20) equal payments of \$25 per pay.**

**The Authority will pay \$600 to any new employee hired after the ratification of this Agreement who successfully completes training and obtains their Commercial Driver License provided they meet the following criteria: Must have remained actively employed and worked 2,080 hours (excluding overtime) in the CDL qualifying position and not incurred any preventable accidents within this 12-month period. The 12-month qualifying period will begin on the date the employee receives his/her Commercial Driver License.**

### ARTICLE III — PAYROLL INFORMATION

#### Section 1 – Dues Collection

The Authority agrees to a four (4) month deduction period for initiation fees (unless otherwise mutually agreed upon). The Union may request waiver of the initiation fee for current ATU members in good standing. The Authority will deduct the regular monthly dues from earned wages of those employees who have individually authorized such deductions in writing on authorization cards satisfactory to the Authority, and will remit same to the financial secretary of the Union within a reasonable time after said deductions.

The Union agrees the Authority shall be saved harmless with respect to all deductions made and paid to its Local in accordance with the provisions of this Article.

#### Section 2— Credit Union

The Authority agrees to a system of payroll deductions for a Credit Union whereby, upon written authorization, specified amounts will be deducted from employee's pay and forwarded to the Credit Union. Such deductions could be discontinued if found to be unduly troublesome to the Authority.

#### Section 3 — Committee for Political Education (COPE)

The Authority agrees to make arrangements for payroll deductions regarding the Committee for Political Education (C.O.P.E.). Such deductions shall be made based upon signed authorization cards, and shall be deducted each month along with the Union dues. Such deductions will be shown on the paycheck stub as one (1) entry. The Authority will forward a separate check to the Union for C.O.P.E. deductions.

#### Section 4— Pay Weeks, Pay Days and Rate Changes

- A. The Authority pay week begins with the first work assignment beginning on Sunday and ends at the completion of the last work assignment beginning on Saturday. The authority will issue paychecks on a weekly basis twelve (12) days following the end of a pay week period. All paychecks will be dated and effective Thursday of each pay week. Direct deposit funds for those so enrolled will be available at the beginning of the Thursday business day.
- B. Rate changes will be made the Sunday following the date of anniversary.

#### Section 5 — Direct Deposit

- A. The weekly paycheck of each hourly employee will be electronically deposited to an account in a financial institution designated by the employee. The paystub detailing all pay amounts and deductions will be provided in paper format or electronic format, depending on software availability. Employees wishing to change account locations must



allow three (3) weeks for advance notification so that the requested change may be fully and accurately processed.

- B. The Authority will provide a manual check to any employee who can demonstrate their inability to obtain a checking or savings account with a financial institution.

#### ARTICLE IV — SUBCONTRACTING

The Authority shall not lease or otherwise transfer its buses, or use buses leased or otherwise obtained from other companies or persons, the effect of which would be to deprive the members of the bargaining unit to work heretofore normally and regularly performed by them, except that if either party believes there is a significantly more economical option, such as purchase of reconditioned parts versus in-house rebuilding, that party shall approach the other in a union management meeting and present the option along with cost estimates for savings. There shall be a full and complete sharing of data and estimates. If there is disagreement regarding estimates, the parties may mutually agree upon a neutral expert to review the data and estimates and offer an opinion on the correctness of it.

If there appears to be a significant savings by utilizing the proposed option or a variation of it, agreed to by the parties, then both parties will consent to the option. Such consent will not be unreasonably denied.

The utilization of such an option will not result in the layoff of any bargaining unit employee(s).

The joint Union Management Committee may discuss the expenditure of any funds saved through the utilization of the option.

This provision shall not prohibit the sale or other disposition by the Authority to surplus equipment not needed for the operation of its services.

Except for special maintenance, mechanical or similarly, jobs of the type heretofore contracted out, the Authority shall not contract out or otherwise engage persons not in the bargaining unit to perform work heretofore normally and regularly performed by employees within the bargaining unit.

The Authority will have the right to subcontract in the following areas, provided it does not lay off any regular employee capable of doing such work with basic job familiarization:

- Pole Setting
- System Demolition
- HVAC Maintenance
- Route Maintenance
- Construction of Trolley Overhead Modernization with no reduction of linemen
- Servicing, maintaining, cleaning and repairing the ~~American Building~~ Wright Stop Plaza and the hubs
- Major facility system(s) renovations. In the event the Authority considers contracting out a function or services under the major facility system(s) renovations provision, the employer shall provide not less than thirty (30) days advance written notice to the Union. Upon request, the Authority shall meet with the Union to discuss reasons for the contracting proposal and provide the Union an opportunity to present alternatives.

The Authority will notify the Union in writing prior to subcontracting any work.



It is understood that Warranty Work will continue to be done according to the current practice. The practice is that if something is under warranty and fails, it can be sent outside the Authority for replacement or done inside. The Authority will continue its practice with the pulling of Fast Ethernet Category 5 cabling and higher with outside contractors.

#### ARTICLE IV (A) — PROJECT MOBILITY (PMOB) OPERATORS

##### Section 1

- A. Unless otherwise specifically expressed, PMOB operators shall be covered by sections of this Labor Agreement dealing with Union membership, Union representation, Grievance procedures, arbitration, and Union dues check-off.
- B. Employees receiving Project Mobility pay rate will only operate vehicles that do not require a commercial driver's license by statute, i.e., 15 people or less, no air brakes, or 26,000 G.V.W. (PMOB Operators will not be required to have a CDL). Any PMOB Operator with a CDL who chooses to stay in PMOB will be permitted to operate any type of vehicle used in PMOB or new market service.
- C. The Authority will hire directly into PMOB.

##### Section 2— Wages (see Appendix A)

##### Section 3 — Benefits

###### ~~A. — Holidays~~

~~Eight (8) hours straight time per holiday if not worked; must work the last scheduled day before and the first scheduled day after to qualify. The eight (8) holidays are: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Martin Luther King Day, Thanksgiving and Christmas. The days of observance for each holiday are as designated by the Authority.~~

###### ~~B. — Vacations~~

~~PMOB Operations will earn vacation in accordance with Article XV — Vacation with Pay and Buy Back.~~

~~The Authority will allow 6.0% of the total number of hourly employees on the PMOB payroll off during the months of June, July and August. The Authority will allow 4.5% during all other months.~~

###### ~~C. — Medical Benefits~~

~~PMOB Operators will be provided health care benefits as outlined in Article IX.~~

###### ~~D. — Life insurance will be provided as follows:~~

~~One (1) year of service — \$5,000.00~~

~~Two (2) years of service \$10,000.00~~

###### ~~E. — Felonious assault insurance and provisions of Contract relating to jury duty, military leave and funeral leave shall apply to PMOB employees.~~

###### ~~F. — Sick Leave~~

~~PMOB Operators will accrue sick leave benefits the same as Traditional Operators. Sick leave benefits will be payable as outlined in Article XI, Section 1E.~~



~~G. Group Sickness and Accident Protection~~

~~The Authority will extend the Group Sickness and Accident benefit to PMOB and COMBO Operators on the same basis as set forth in Article XI, Section 2, except that the payment under paragraph G shall not exceed \$175.00 per week. Benefits will not become payable under this Article.~~

- ~~1) Until employee has exhausted his/her sick leave days accrued under Section F above, or~~
- ~~2) While the employee is receiving and/or claiming payments of Workers' Compensation or for occupational disease under Ohio Workers' Compensation Law. Should the employee's Workers' Compensation claim be denied, the benefits shall become payable retroactive to the date of disability.~~

~~H. Birthday Pay~~

~~PMOB Operators will earn Birthday Pay in accordance with Article VII, Section 5.~~

~~I. Personal Absence Pay~~

~~A. Project Mobility Operators will be afforded holiday, vacation, medical benefits, life insurance, felonious assault insurance, sick leave, group sick and accident protection, birthday pay, personal absence pay, and uniform allowances benefits the same as Traditional Operators.~~

~~J.B. Work Assignments~~

~~Project Mobility Operators are guaranteed forty (40) hours per week. This guarantee is subject to funding availability.~~

~~K.C. Overtime~~

~~Project Mobility and Combination Operators will be paid time and one-half for any hours worked over forty (40) hours a week, including show time and platform hours.~~

~~L. Uniforms~~

~~PMOB Operators will receive a uniform allowance in accordance with XXV, Sections 1, 2 and 3.~~

Section 4

The Authority will guarantee a minimum of two (2) hours straight time pay per show-up for each PMOB Operator.

Section 5

The Authority's Maintenance Department will maintain the PMOB vehicles.

Section 6

Promotion of PMOB Operators or part time operators to full time regular bus operator positions will be based on system seniority (date of hire as an hourly employee).

~~Section 7~~

~~Effective with the August 2000 pick, there will no longer be seven (7) grandfathered positions. Beginning with the effective date of the August 2000 pick, two (2) of the seven (7) grandfathered ADA~~



~~Operators on April 1, 2000, will be permitted to retain those positions until they vacate the position for any reason. Protection of these two (2) individuals will end on the termination of this Agreement.~~

Section ~~8~~ **7**

In order to improve service and achieve the zero denial rate, the Authority may contract up to a maximum of \$50,000.00 when short term PMOB customer demand exceeds RTA service capabilities.

Section ~~9~~ **8**

PMOB drivers taking a Traditional Operator position move into progression for Traditional Operator with comparable months of service wages and benefits.

**ARTICLE IV (B) — COMBINATION OPERATORS**

Section 1

Unless otherwise specifically expressed, Combination Operators are covered by sections of this Labor Agreement dealing with Union membership, Union representation, Grievance procedures, arbitration, and Union dues check-off.

Section 2 – Combination Operator Definition

A Combination full time Operator is one that can drive any revenue vehicle. This work can include any combination of fixed route or PMOB work. ~~that cannot be formed into a Traditional weekly run. The Authority will create a many Combination full time runs as practical. These runs will be selected by Combination full time operators by seniority order, concurrent with the Traditional Operator pick. They may work any run not assigned or filled by either the Traditional Board Operator or the PMOB/Combination board Operators if they have not completed their forty (40) hour work week. If there is no Combination run available to select at the time of the pick, those affected Combination Operators will be assigned 50% to the Traditional Board and 50% to the Project Mobility Board.~~

Section 3

The maximum number of Combination Operators will not exceed 23% of the Traditional Operator workforce.

Section 4

Combination Operators will receive the same benefits as PMOB Operators as specified in Article IV (A), Section 3, of this Agreement.

Section 5— Work Assignments

Three (3) picks a year will be conducted for Combination Operators. The picks will be conducted concurrent with the pick for the Traditional Operators.

Once the traditional weekly runs have been established, the Authority will create Combo Operator runs by combining remaining fixed route open work, LS Trippers and PMOB work to the extent practical. These runs will be selected by Combo Operators concurrent with the Traditional and PMOB picks.

Each Combination Operator will be guaranteed a minimum of thirty five (35) hours of pay per week for their five (5) scheduled work days, from June 1 (the end of school) to September 1 (beginning of school), provided they have been available for all work assignments on those days. They will be guaranteed forty (40) hours of pay during the school year (approximately September 1 to June 1). If work is not available to meet their guarantee, then they may be assigned to either the



Traditional or PMOB Combination Boards for assignments to bring them up to their guarantee or as near as possible. They would be placed at the bottom of the board for that day of assignment only.

#### Section 6— Overtime Assignments

~~At the time of each pick, a voluntary overtime list will be posted. Both Traditional and Combination Operators may sign up to work overtime from this list on a rotating basis. The rotation and assignment of work will follow the procedure listed in the present contract.~~

~~Each Combination Operator at the time of each pick must declare which department they choose to work from for overtime assignments. Once the selection is made, they will be placed on the voluntary overtime list in order of their seniority. They will remain on the overtime list until the next pick. No more than 50% of all Combination Operators may pick overtime in the PMOB department and no more than 50% of the Combination Operators may pick overtime in the Traditional Operator department.~~

Combination Operators desiring to work voluntary overtime assignments will do so by declaring during their pick that 50% will work overtime in Traditional and 50% will work PMOB for all overtime, summers, and holidays and days that schools are closed.

#### Section 7 — Missed Assignment

If a Combination Operator reports off work for any reason, that portion of work, either Traditional or PMOB, will be covered by the appropriate board.

#### Section 8

Project Mobility Operators and part time operators employed as of August 1, 2000, will have first choice of open Traditional Operator or Combination Operator positions based on seniority. After this selection is made, no part time or Combination Operator can move into PMOB. PMOB or Part Time can still move to Traditional or Combination status as positions come open.

If all of the Combination Operator positions are not filled on a voluntary basis, the Authority can hire off the street to fill the remaining positions.

#### Section 9

Combination Operators taking a Traditional Operator position move into the progression for Traditional Operator with the comparable months of service for wages and benefits.

### ARTICLE IV (C) — FILLING TRADITIONAL OPERATOR OPEN POSITIONS

#### Section 1

All Operators who are not Traditional Operators will be placed on a seniority list. This list will be used when Traditional Operator positions become available. Operators on this seniority list shall include part time operators, PMOB Operators and Combination Operators. Traditional Operator positions shall be filled by seniority from this list. If no operator on this list elects to take a Traditional Operator position, the Authority can hire off the street to fill the position.

### ARTICLE V — TARDY AND ABSENCE

#### Section 1

1. If an operator calls ten (10) minutes before, or shows within ten (10) minutes before their scheduled report time, or calls one (1) hour before scheduled relief (street), the run is lost and the operator is tardy. Each tardy will count as one-half (1/2) of a chargeable absence.



The operator must declare that he/she is available for the Extra Board or other work at that time; otherwise, a full absence will be charged.

2. If an operator fails to call or show as stated above before their run is due out or fails to relieve on-time (street), the operator loses their run or assignment and is absent.
3. If either a tardy or absence occurs as outlined above, and the operator works any other assignment that day, the original tardy or absence is still charged.

## **ARTICLE VI — WORKING TIME LOST ON AUTHORITY BUSINESS, JURY DUTY, OR ANNUAL MILITARY TRAINING**

### Section 1 — Authority Business

- A. Any employee required to report to any office on a normal work day or day off for accidents or claims investigation at the instruction of Management will be paid one quarter (1/4) hour pay for time less than one (1) hour and for all time over one (1) hour will be paid at straight time for all time lost.
- B. The Authority will pay at straight time those hours required for any Authority-related court appearance or required attendance for issues where the Authority is deemed to be at risk. Those appearances where the employee has violated any traffic laws while operating an RTA vehicle will not be included in this procedure (unless reversed by the court).

### Section 2 - Jury Duty

Employees who are required to lose time from their regular work by reason of serving as a juror in any Court by summons shall be paid for the regular time lost at the same rate as if they had worked, less the amount received as a juror. Verification of the jury service must be turned in to the supervisor. Employees desiring to work extra work in the event they are not used a full day as a juror may do so (if work is available) by reporting to Dispatch or to their supervisor. Extra work so performed will be at straight time rate. Hours paid as jury duty hours will be counted as hours worked when computing weekly overtime.

### Section 3 — Military Training

- A. An employee who has completed one (1) year of service will be paid the difference between the employee's military service pay and regular straight time eight (8) hours daily wage for a maximum period of eighty (80) straight time hours per year while on a required and certified armed service training period. Those employees who do not qualify under these terms will have the option of taking all or part of their vacation during the training period or taking the entire period without pay.
- B. During military campaigns approved by Congress, the eighty (80) hour period is extended up to six (6) months for employees who qualify under paragraph A. Medical coverage will not be extended beyond thirty (30) calendar days and all vacation and PA days must be utilized prior to the extension of the eighty (80) hour period. Any other insurance coverage will be provided based upon the rules and regulations of the insurance carriers.

Hours paid as military training hours will not count as time worked when computing weekly overtime.

## **ARTICLE VII — HOLIDAYS**

### Section 1 — Operators

- A. Eight (8) hours straight time rate shall be paid to operators scheduled to work who are prevented from working on the days upon which New Year's Day, Martin Luther King



Day, Memorial Day, Independence Day, labor Day, Thanksgiving and Christmas are legally observed, provided such operators would have worked on such days except solely because of no work being available due to the holidays and subject to the existing overall holiday controls.

- B. Double time and one-half shall be paid for platform hours worked in any run or work assignment on the day upon which New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas are legally observed, plus straight time pay for any scheduled build up time normally paid for that run, subject to the existing overall holiday controls. The starting time of the run or work assignment (4:00 A.M.) shall determine the application of all overtime pay for holiday work.
- C. Operators required to report in person for the AM Board and/or the PM Board, and do report and receive no work assignment, shall be paid for report time in accordance with Articles XXIX, Paragraph 2(e), in addition to eight (8) hours holiday pay. Operators required to report by telephone to Board Supervisor who does not report at their assigned time shall lose their holiday pay. Operators scheduled to work on a holiday who do not work due to shut out or sick mark-up shall not be entitled to holiday pay.

#### Section 2 — Maintenance Employees

- A. Any reduction in the total number of hours worked during any pay week period because of any employees in the Maintenance Department not working on any of the seven (7) major holidays shall have no effect upon the calculation of weekly overtime with respect to the inclusion of any regularly scheduled (shop work) weekly hours in excess of forty (40) hours. This provision would not apply to any hours in excess of the regularly scheduled (shop work) week in effect at the time of the holiday.
- B. When a Maintenance employee is regularly scheduled to work on any day legally observed as one of the seven (7) major holidays, New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, he/she shall receive double time and one-half pay or holiday pay allowance upon the same basis as 1(a) and (b) above. The starting time of work assignment (10:30 P.M. of the day before the holiday) shall determine the application of all overtime pay for holiday work.
- C. Eight (8) hours at straight time shall be paid to Maintenance Department employees who were prevented from working upon the days which the seven (7) major holidays are legally observed, who would have worked on those days except solely because of a substitution on a Sunday or holiday schedule, provided such employees have worked or reported and were readily available for their full work assignment on their regularly scheduled day before and after the day the holiday is legally observed. The starting time of the work assignment (10:30 P.M. the day before the holiday) shall determine the application of the holiday pay allowance of eight (8) hours by reason of no assignment being available.

#### Section 3 — Overall Holiday Controls

- A. Employee must work the scheduled day before and after the holiday in order to receive holiday pay for a holiday not worked. An excused absence or tardiness will satisfy this requirement.
- B. An employee who has shown up for work within two (2) hours of starting time on the holiday will receive holiday pay only for the hours worked.

#### Section 4— Guaranteed Holidays

The following days are recognized as paid holidays: New Year's Day, Martin Luther King Day, Memorial day, Independence Day, Labor Day, Thanksgiving and Christmas Day, or the days observed as such holidays.



Other holidays are personal absence days. Employees hired before April 6, 1986, will be granted three (3) personal absence days each year. Employees hired after April 5, 1986, will earn personal absence days as follows:

One (1) day to be taken in the calendar year in which the employee completed one (1) year of service.

Two (2) days to be taken in the calendar year in which the employee completes two (2) years of service.

Three (3) days to be taken each year thereafter.

An employee shall receive holiday pay for a holiday falling during the employee's vacation period subject to overall holiday controls above.

Eight (8) hours at straight time rate shall be paid to employees whose scheduled day off falls on a holiday listed in this section, subject to overall holiday controls above.

#### Section 5— Birthday Pay

An employee on the active payroll of the Authority on his/her birthday will receive eight (8) hours at straight time rate. This section is further defined that the employee must be on the active payroll of the Authority during the three-month period, or any part thereof, prior to his birthday to receive birthday pay. Birthday pay allowance will be paid in the pay period in which the birthday occurs, provided the employee submits a proper time slip in time for inclusion in the applicable payroll.

Birthday pay will be in addition to applicable pay for work performed (if any) on his/her birthday. This birthday allowance shall not be subject to the double time and one-half rate for work performed on a legal holiday.

An employee whose birthday falls on a workday will have the option of being off from work on his/her birthday, or the day before or day after his/her regularly scheduled day off during the week of his/her birthday, with a maximum of no more than one (1) off in the Transportation Department, one (1) mechanical and one (1) non-mechanical classification off in the Maintenance Department, on any one day, departmental, division or sectional seniority to prevail, if he/she notified his/her supervisor not less than nine (9) calendar days before. It is agreed that management may, at its discretion, waive notification requirement or maximum permitted off if doing so will not result in payment of overtime or board protection.

Option off on birthday shall prevail over selection of day before or day after regularly scheduled day off. No employee off the active payroll for any reason for a period in excess of three (3) months prior to his/her birthday will be entitled to birthday pay. No employee on pension will be entitled to birthday pay.

#### Section 6— Pay for Easter Sunday Holiday

Eight (8) hours holiday pay at straight time rate will be paid for Easter Sunday, subject to overall holiday controls and provided employee works his/her full regularly scheduled work assignment (if any) on Easter Sunday. Easter Sunday holiday pay will be in addition to applicable pay for work performed (if any) on Easter Sunday. Work performed shall be at straight time rates. Easter Sunday holiday pay is a guaranteed holiday as provided for in paragraph 4 of this Article.

#### Section 7 — Personal Absence Pay

Pay Eight (8) hours pay at straight time rate for personal absence days each Contract year shall be paid. The day selected must be a scheduled work day. No more than five (5) employees shall be permitted off in the Transportation Department; three (3) mechanical; and two (2) non-mechanical classification off the Maintenance Department, seniority to prevail, providing that



the supervisor is notified not less than three (3) calendar days before. It is agreed that Management may, at its discretion, waive notification requirement or maximum permitted off if doing so will not result in payment of overtime or board protection.

Personal absence days shall be paid in the pay period in which holiday is taken, provided the employee submits a proper time slip in time for inclusion in the applicable payroll. Any unused floats at Contract year end will be paid on last week of Contract year.

## ARTICLE VIII — LEAVES OF ABSENCE AND SICKNESS AND DISABILITY LEAVES

### Section 1

It is not customary for the Authority to grant leaves of absence with seniority protection, but from time to time as circumstances warrant and permit, employees may be granted limited periods of time off, provided no other gainful occupation is followed during such time. Any request for a leave of absence is to be submitted in writing to the Department Head.

### Section 2

- A. The seniority of any employee with less than five (5) years of service, who is off from work by reason of sickness or disability, shall be protected for a period of twelve (12) months from the last day worked, provided he/she discloses or authorizes the disclosure during that period of all information bearing upon his/her physical or mental condition and submits to physical or mental examinations at the request and expense of the Authority. If the disability is the result of occupational injury or disease, his/her seniority may be protected for an additional twenty-four (24) months for a maximum of three (3) years.

The employee shall be considered an ~~inactive~~ employee during this additional period and no Authority benefits of any nature shall apply or accrue. If the employee becomes physically able to return to his/her regular duties within this additional period, he/she shall be reinstated within his/her classification at his/her original seniority.

- B. The seniority of any employee with five (5) or more years of service, who is off from work by reason of sickness or disability, shall be protected for a period of ~~forty-eight (48)~~ **thirty-six (36)** months from the last day worked, provided he/she discloses or authorizes the disclosure during that period of all information bearing upon his/her physical or mental condition and submits to physical or mental examination at the request and expense of the Authority.

During the last twenty-four (24) months of this additional period, the employee shall be considered an ~~inactive~~ employee and no Authority benefits of any nature shall apply or accrue. If the employee becomes physically able to return to his/her regular duties within this additional period, he/she shall be reinstated in his/her classification at his/her original seniority.

### Section 3

- A. Insurance benefits for employees with less than five (5) years of service on extended sickness or disability will be continued for one (1) year; continuance of benefits will be for a period of two (2) years for employees with five (5) or more years of service.

**In order to maintain insurance benefits as set forth above, employees must continue to pay their share of the monthly premium. The Authority will have the right to collect such premium by payroll deduction if possible. If payroll deduction is not possible, the employee will be responsible for making such premium payment to the Authority by the 1<sup>st</sup> of each month. Insurance benefits will be discontinued if an employee fails to make such premium contribution for two (2) months.**



- B. The seniority of any employee with five (5) or more years of service, who has been certified by the **Ohio** Public Employee Retirement System (**OPERS**) as totally disabled, shall be protected for the period in which **OPERS** may certify that the disabled employee be returned to work, provided he/she discloses (or authorizes the disclosure) during that period, of all information bearing upon his/her physical or mental condition, and submits to physical or mental examinations at the request and expense of **OPERS** or the Authority. The Authority, however, shall not be obligated to continue any other benefits, including insurance, after the date of notification by **OPERS** that an employee has been certified for disability retirement. Should an employee on disability retirement be certified for return to work by **OPERS**, medical and dental insurance benefits will commence effective the first day actually worked.

**The Authority will comply with all statutory requirements as a member of the Ohio Public Employees Retirement System (OPERS).**

Section 4

Disputes between the Authority's chosen physician concerning the physical or mental condition of the employee, which bears upon the employee's leave of absence or extension thereto, shall be submitted for resolution to a neutral third physician agreeable to the parties whose expenses shall be borne equally by the parties.

Section 5

If an employee engages in any other gainful occupation during a period of absence from his/her regular employment, he/she is subject to forfeiting his/her seniority protection and/or rights to employment.

Section 6

The Authority agrees that the officers of the Union may be given time off, without pay, on Union business, subject to the following procedure: The Union will give written notice three (3) days in advance to the ~~Chief Transportation Officer~~ **Director of Operations** (or designee), **or the Chief Maintenance Officer** (or designee), ~~or the Chief Engineer (or designee)~~ for all foreseeable Union business more than one-half (1/2) day in duration. The Union will give written notice of all emergency requests as soon as possible. Such requests shall not be unreasonably denied by the Authority. The grievance process is excluded from this procedure.

It is also agreed that any officer of the Union who is an employee of the Authority and elected or appointed to an office in the Union which requires his/her absence from the Authority's service shall, upon his/her retirement from the duties of said office, be entitled to reinstatement in the Authority's employ with full seniority rights.

The Authority agrees to issue checks paying the salary of one (1) full time Union officer and to deduct such pay from Union dues. The Authority will bear the cost of Life, Health, Sickness and Accident, Vacation, Holiday, and Sick Leave Accrual the same as for active employees. Pension benefits (**OPERS**) shall not apply and will be the responsibility of the Union. An employee on leave to fill such a position shall continue to accrue seniority while serving in the position. **The Union agrees to provide the Authority annual written notice of the amount to be paid pursuant to this paragraph.**

The Union agrees to give management a minimum of thirty (30) days' notice prior to implementing the above paragraph.

~~Section 7~~

~~Employee members of the Union accepting official or supervisory positions prior to April 5, 1980, in the Authority service, or being used in the service of the Union, will retain and accumulate all seniority rights~~



~~Effective April 5, 1980, employee members of the Union accepting official or supervisory positions with the Authority, or being used in the service of the Union, after serving their probationary period, can return to prior seniority positions only if their job is abolished, or at the request of the Authority to return to original position. Effective April 6, 1986, employee members of the Union accepting a salaried position after serving required probationary period will return to their original positions with the amount of seniority accumulated at the time of appointment, for picking purposes. Any such employee will return to their original position at the bottom of their group until the next pick. All other seniority and benefits will continue to accrue while working outside of the bargaining unit and will be credited upon return to the bargaining unit.~~

#### Section 8

~~Any employee member of the Union accepting a supervisory position with the Authority after the effective date of the April 7, 1991, agreement, and prior to April 3, 1994, will continue to accrue seniority, but not other benefits while working outside the bargaining unit.~~

#### ~~Section 9~~ Section 7

~~After April 3, 1994, Employee members of the Union who accept a salaried position with the Authority may return to their original position with the amount of seniority accumulated at the time of transfer. The employee's option to return is available only during his/her initial six (6) months as a salaried employee, or if the employee's job is abolished or a layoff occurs. No other benefits will accrue while working outside the bargaining unit.~~

### ARTICLE IX — HEALTH CARE INSURANCE BENEFITS PLAN

#### Section 1

Effective January 1, ~~2011~~, 2012 each full time employee will pay 12% of the monthly premium for a single, one plus one, or family contract, whichever applies, for medical, dental and prescription drug coverage.

Effective March 1, 2013, each full-time employee will pay 13% of the monthly premium for a single, one plus one, or family contract, whichever applies, for medical, dental, and prescription drug coverage.

Effective January 1, 2014, each full-time employee will pay 15% of the monthly premium for a single, one plus one, or family contract, whichever applies, for medical, dental, and prescription drug coverage.

The Authority and the Union will work jointly to develop and implement a wellness incentive plan. Employees will be granted the opportunity to earn up to \$600 in wellness credits or cash incentives beginning with plan year 2013 and thereafter for the duration of this agreement.

Members of the bargaining unit will be offered the opportunity to participate in the Flexible Spending Plan (Section 125) as it relates to pre-tax expenditures for medical, dental and childcare deductions.

~~On January 1, 2011, the Authority will provide a one-time contribution of \$600.00 value in a "Health Reimbursement Account" for use in calendar year 2011 to offset increased employee share of costs related to health plan coverage.~~

#### Section 2

~~The Authority has the right to provide reasonably comparable benefit through another agency(ies) or company(ies) mutually agreeable to the Union. The Union shall cooperate and work with the Authority to contain cost under this Article by evaluating alternative approaches to coverage, as well as employee wellness programs. The current primary plan agreed to by the parties as "comparable" for future reference is United Health Care Option 2, as further defined in~~



**Appendix C to this Agreement. The Authority agrees to provide the members of the bargaining unit with the same medical, dental, and prescription drug benefit levels as provided to all other eligible Authority employees. The Authority agrees to provide the Union with not less than thirty (30) days' notice and an opportunity to provide input prior to any changes in such benefit.**

## ARTICLE X — CITY TRANSIT PENSIONS, PUBLIC EMPLOYEES, RETIREMENT SYSTEM

### Section 1

The Authority agrees to keep in effect the pension system of the former City Transit Company, as amended, with the existing controls as described in the City Transit Bulletin No. 133 for employees retiring during the life of this Contract. Said pension plan, with certain controls, provides essentially for:

- A. The payment of One Hundred Ten Dollars (\$110.00) per month to employees after twenty (20) years of continuous service (continuous seniority) after having reached the age of sixty-five (65).
- B. The payment of One Hundred Ten Dollars (\$110.00) per month to employees upon proof of total and permanent disability after fifteen (15) years of continuous service (continuous seniority).

### Section 2

Optional benefits election for certain employees:

Employees will be permitted early retirement, subject to the same regulations and existing controls as described in City Transit Bulletin No. 133. The Authority will pay Nine-Nine Dollars (\$99.00) per month to employees after twenty (20) years of continuous service (continuous seniority) after having reached the age of sixty-two (62).

### Section 3

With the effective date of this Contract, the above pension plan is further amended as follows:

- A. All benefits under this plan are frozen and not subject to future negotiations and will remain in effect until the expiration of the plan.
- B. No employee hired after April 2, 1977, will be entitled to any benefit from the plan.
- C. Employees on payroll as of April 2, 1977:
  1. All employees fifty (50) years of age or over, or employees with fifteen (15) years of service, regardless of age as of April 2, 1978, shall have an option to continue under the plan or accept a cash settlement in lieu of participation in the plan.
  2. All employees under age fifty (50) years with less than fifteen (15) years of service as of April 2, 1978, will no longer be entitled to benefits pursuant to the aforementioned plan and will receive a cash settlement in lieu of participation in the plan.
  3. The cash settlement payable under this Article shall be as follows for each year of service as of April 2, 1978:
    - a. One Hundred Thirty Dollars (\$130.00) per year for each full year of service to all employees hired by the City Transit Company.



- b. Seventy-Five Dollars (\$75.00) per year for each full year of service to all employees hired after November 5, 1972, under the Authority, with the exception of employees hired after April 2, 1977.

Employees under (1) above desiring to exercise the option to receive a cash settlement in lieu of participation under the plan must notify the Authority in writing by January 1, 1978. Employees not submitting a request by that date will be continued in the plan.

Employees under (1) above requesting a cash settlement and employees under (2) above will be paid their applicable amount of settlement prior to April 30, 1978.

#### Section 4— Ohio Public Employees Retirement System

All employees will contribute the amount required from their gross salary and the Authority will contribute the required employer contribution to the Ohio Public Employee Retirement System (OPERS), as required by law.

**Notwithstanding any applicable laws or service requirements by OPERS or the State of Ohio, any employee approved for retirement through the OPERS, must have at minimum five (5) years of continuous service with GDRTA to qualify for any retirement benefit afforded by the labor agreement.**

**In order to ensure a timely final payout, employees must provide a written notice to Human Resources 30 days prior to their retirement date.**

### ARTICLE XI — AUTHORITY SICKNESS AND GROUP SICKNESS AND ACCIDENT PROTECTION

#### Section 1 — Authority Sick Leave

- A. ~~An employee in service as of April 6, 1997, will retain all unused sick leave days earned under prior Contract provisions (sick leave they earned less sick days used) up to a maximum of one hundred (100) days.~~ **Effective upon the ratification of this agreement, the Authority will pay 100% at the employee's prevailing base hourly rate for any sick leave accrued in excess of 800 hours. Payment must be made within sixty (60) days.**
- B. ~~Subsequent to April 6, 1986, Thereafter,~~ an employee with one (1) or more years of continuous service shall accrue sick leave credit of eight (8) hours for each calendar month that he/she is on the active payroll, ~~of the Authority for the purpose of sick leave,~~ not to exceed a total accumulation of ~~one hundred sixty (160) days under Parts (a) and (b) of this Article~~ **800 hours**. Employee must work at least ~~fifteen (15) scheduled work days of 120 scheduled hours~~ **in** the month **(excluding overtime)** to accumulate leave. Paid vacation days will be considered work days for the purpose of this Paragraph.
- C. An employee on the active payroll ~~of the Authority~~ at the time of the occurrence of the event which entitles him/her to sick leave pay will be paid at his/her prevailing base hourly rate ~~times~~ eight (8) hours per day up to the maximum number of unused sick days earned. An employee must be unable to work **due to illness or injury and under the care of a physician licensed to practice medicine** in order to qualify for sick leave pay.
- D. ~~The Authority, under its arrangement in Section 2 of this Article, will also provide that an employee receiving sick leave pay will not be eligible for group sickness and accident benefits during the same period.~~ No sick leave **benefit** shall be paid for a period covered by payments of Worker's Compensation benefits or for occupational disease under Ohio Worker's Compensation Law. ~~except when the Worker's Compensation does not pick up the first week because of the shortness of the period, sick leave days will be used to make up the first week or part thereof including the waiting period. For injury or illness compensable under Ohio Worker's Compensation Law, the requirements of (c) below will be waived.~~



- E. Sick leave ~~benefits~~ will be payable beginning the third (3rd) ~~full working~~ day of ~~disability illness~~ and continue for each ~~work~~ day ~~of illness~~ until the ~~expiration of the employee's employee~~ ~~exhausts his/her~~ accumulated sick leave ~~or payable the first (1<sup>st</sup>) day of illness provided the employee has accrued a sick leave balance of 360 hours or more.~~ ~~except if the employee is hospitalized (receives care as a registered bed patient in a Hospital or Other Provider where a room and board charge is made. This does not apply to an employee who is placed under observation for fewer than 24 hours) during the waiting period or if an employee has at least forty five (45) days of accumulated sick leave. The sick leave benefit for hospital confinement will be payable beginning on the first (1<sup>st</sup>) full working day of disability.~~
- F. Upon request of the Authority, after the ~~third (3<sup>rd</sup>)~~ fifth (5<sup>th</sup>) day of sick leave pay, an employee ~~applying for sick leave~~ shall furnish Human Resources a certificate from the attending physician stating the nature of and the date first attended by the physician and the estimated or actual duration of the illness or injury. For employees in the disciplinary process of absenteeism, the Authority may request a doctor's certificate at any time.
- ~~Beginning in the first full calendar quarter after the execution of this agreement, all unit members qualifying for a performance bonus shall receive a flat bonus of 10 cents per hour for all straight time hours paid and 15 cents per hour for all overtime hours paid for said quarter. Payment shall be made by lump sum in the following quarter. Performance bonus shall be defined as working 520 hours (excluding overtime) during a quarter. Any sick day, paid or unpaid, is a disqualifier.~~
- G. Upon request by the Authority, the employee claiming sick leave ~~benefits~~ shall submit to examination by a physician designated by and whose charge is paid by the Authority. If a dispute arises between the Authority's chosen physician and the employee's physician, concerning the physical condition of the employee, a neutral or third physician, agreeable to the parties, whose expenses shall be borne equally by the parties, shall make a determination regarding the employee's qualifications for benefits.
- H. Sick leave ~~benefits credits~~ are for employee's protection while in the employ of the Authority. Any unused accumulated ~~tion of~~ sick leave will be paid out at 50% value up to a maximum of 800 hours to employees that voluntarily separate their employment with the Authority, canceled upon termination of employment with the Authority, except that up to one hundred (100) days of any unused accumulated sick leave pay of employee whose termination is due to death or retirement will be paid to said employee (or his/her estate) at time of death or retirement at one hundred percent (100%) value for sick leave accrued prior to 4/3/83, and fifty percent (50%) value for sick leave accrued after 4/3/83, on the last earned first out basis.
- ~~I. Accumulations of sick leave in excess of one hundred fifty (150) days may be traded at one half (1/2) value for vacation in blocks of ten (10) days; that is, accumulations of ten (10) days over hundred fifty (150) days of accumulated sick leave may be converted to five (5) days of vacation. This vacation must be taken and is not eligible for vacation buy back.~~
- J. I.** The Authority maintains the right to implement an absence control program, provided such program is not arbitrary, discriminatory or unreasonable.
- K. J.** Recognizing the impact of significant absenteeism on efficient, public trust and the morale of employees who regularly come to work, the parties pledge to work together to reduce absenteeism, while caring for the legitimate needs of bargaining unit members.

To assist in this effort, the parties will form a joint committee which will address ways of reducing absenteeism. The parties will study and recommend strategies which may include recognition of employees with outstanding attendance and strategies that have worked in other jurisdictions to improve attendance.



Section 2 — ~~Group Sickness and Accident Protection~~ Long Term Disability Insurance

~~The Authority will pay the cost and expense of group sickness and accident insurance subject to the following conditions:~~

~~A. Employee must be an active full time employee. Benefits will not apply to pensioners after the effective date of the disability pension. An employee is considered to be an active employee unless he/she is off from work for a continuous period in excess of twelve (12) months.~~

~~B. Employee will be eligible for benefit the seventh (7th) month of employment.~~

~~C. Employee must be unable to work and under the care of a physician licensed to practice medicine.~~

~~D. Employee must notify Human Resources within one (1) week of the date the disability occurred.~~

~~E. Benefits will not become payable under this Article:~~

~~1. Until employee has exhausted his/her sick leave days accrued under Article XI, Section 1 A, (Authority Sick Leave), or~~

~~2. While the employee is receiving and/or claiming payments of Worker's Compensation or for occupational disease under Ohio Worker's Compensation Law. Should the employee's Worker's Compensation claim be denied, the benefits shall become payable retroactive to the date of disability.~~

~~F. Maximum Period:~~

~~Benefits will continue during disability for a maximum of twenty six (26) weeks for any one (1) continuous period of disability, whether from one or more causes or for successive periods of disability due to the same or related cause or causes. An employee must return to work for at least one (1) full day before benefit eligibility will be reinstated for same or unrelated cause.~~

~~G. Payment per week is pro-rated for each of the employee's five (5) regular scheduled work days, for disability beginning no earlier than the third (3<sup>rd</sup>) day of disability 66 2/3% of base salary up to: \$225 first year of the agreement; \$225 second year; \$225 third year.~~

~~Exceptions to the payment of benefits as described above are as described in the Certificate of Group Insurance provided by the carrier.~~

~~H. An employee shall be considered to be "disabled" under this definition: "disabled" means that the insured individual is not able to perform his/her regular work due to accidental bodily injury, or bodily or mental infirmity or pregnancy.~~

~~An employee claiming disability benefits as described above, must notify the Authority of an absence from the community which could delay the providing of medical information as requested by the carrier.~~

The Authority will provide full-time active employees the option to purchase Long Term Disability Insurance that provides 66 2/3 of his/her monthly salary up to a maximum of \$5,000 a month. Full time active employees electing this option will pay 40% of the total premium and this contribution will be made with after tax dollars. To be eligible for the benefit, the employee must complete six (6) months (180 calendar days) of continuous service with the Authority.

ARTICLE XII — GROUP LIFE INSURANCE

Section 1 — Active Employee

The Authority will pay the cost and expense of group life insurance under the current policy upon the life of employees covered by this Agreement while continuing in the employ of the Authority as follows:

A. One (1) year of service \$5,000.00 during the term of this Agreement.



- B. Two (2) years of service or more \$28,000.00 during the term of this Agreement.

Employees may purchase additional optional life insurance for a premium as determined by the carrier as follows: the base amount is Five Thousand Dollars (\$5,000.00), which may be increased in increments of Five Thousand Dollars (\$5,000.00) up to a maximum of Twenty-Five Thousand Dollars (\$25,000.00). Any increases to the rate for the additional insurance will be borne by the employee. Employees choosing not to purchase the additional life when it becomes available, or who later drop the coverage, will be required to provide evidence of insurability in order to be eligible for coverage at a later time.

#### Section 2 — Retiree Death Benefit Insurance:

The Authority agrees to continue the Two Thousand Dollars (\$2,000.00) retiree death benefit insurance during the life of this Contract for employees who retired prior to January 1, 1980; Three Thousand Five Hundred Dollars (\$3,500.00) for retiree death benefit insurance during the life of this Contract for employees who retire on or after January 1, 1980; Four Thousand Dollars (\$4,000.00) for employees who retire after April 3, 1988; Four Thousand Five Hundred Dollars (\$4,500.00) for employees who retire on or after April 1, 1991; Five Thousand Dollars (\$5,000.00) for employees who retire on or after April 1, 1993; Six Thousand Dollars (\$6,000.00) for employees who retire after April 3, 1994; and Six Thousand Five Hundred Dollars (\$6,500.00) for employees who retire on or after April 2, 2006. Employees hired after April 2, 2006, are not eligible for the Retiree Death Benefit Insurance Plan. To be eligible for retirement, an employee must have reached age fifty-five (55) and have a minimum of fifteen (15) years continuous service (continuous seniority). For permanent total disability, the retiring employee must have a minimum of five (5) years continuous service (continuous seniority).

#### Section 3

Eligible employees retiring after April 1, 1991, will have the option of converting the optional additional life insurance amount at the prevailing insurance rates.

### ARTICLE XIII — FELONIOUS ASSAULT INSURANCE

The Authority agrees to pay for Felonious Assault Insurance benefits in the amount of One Hundred Thousand Dollars (\$100,000.00) during the term of this Agreement. The Authority agrees to continue its present policy for handling losses of employees due to felonious assaults while on duty for the term of this Agreement.

### ARTICLE XIV — FUNERAL LEAVE

#### Section 1

- A. During the term of the Agreement, the Authority will allow three (3) days funeral leave with eight (8) hours straight time pay at the time of death of immediate members of a full time employee's family.

In order to qualify for the allowance, the employee must present evidence of relationship, if requested. The immediate members for this provision shall be: husband, wife, father, mother, son, daughter, mother-in-law, father-in-law, brother, sister, stepchild, stepparent, grandchild or grandparent.

One (1) day funeral leave with pay will be allowed for spouse's blood grandparents and for the employee's brother-in-law or sister-in-law.

- B. Hours paid as funeral leave hours will be counted as time worked when computing weekly overtime.

### ARTICLE XV — VACATION WITH PAY AND BUY BACK



## Section 1 — Vacation with Pay

- A. All employees with sufficient seniority and continuous service who have not become disqualified shall be given a vacation consisting of one (1) work week, or more than one (1) work week, depending on their seniority.
- B. The qualifications for vacation are as follows:
1. At least 1,040 hours worked, excluding overtime.
  2. Employees must work a minimum of one hundred eighty (180) scheduled work days in the preceding year in order to qualify for a paid vacation. Paid ~~sick leave (per Article XI, Section 1)~~ vacation, holidays and personal absence float days will be counted as work days for the purpose of this paragraph.  
  
For purposes of accruing vacation only, employees who are sick for thirty (30) or more consecutive work days due to a serious health condition will be credited with such days as though they had been worked, provided they have worked during the calendar year. A serious health condition shall be defined as an illness, injury, impairment, or physical or mental condition where the employee is incapacitated and under the care of a physician for thirty (30) or more consecutive days.  
  
Union official's time off in attendance to exclusive business of Local 1385 shall be counted in computing vacation qualifications. Days off work as a result of injury or disability suffered during the course of regular employment (Workers' Compensation cases) will be counted toward the minimum in computing their eligibility for vacation allowances to be granted the following year. This provision applies to the first seven (7) days, as well as any subsequent days.
  3. The vacation year is from January 1 to December 31 and applies to those employees actively employed as of January 1 of the year following the one for which the vacation is earned.
  4. No vacation allowance will be made to any employee who leaves the employ of the Authority during the year for which the vacation is allowed, unless he/she had one (1) year seniority the previous January 1, in which event he/she would receive one-fourth (1/4) of the allowable annual vacation days for each completed calendar quarter worked, provided he/she did not exceed the pro-rated number of allowable days off, including a pro-rated number of the one (1) or two (2) periods of sickness, all to be calculated by the number of completed calendar quarters worked, and provided further that conduct involving the misappropriation of Authority money or property is not the reason for separation.
- C. The different vacation periods to be granted are as follows:
1. One (1) straight time work week vacation with pay to employees with more than six (6) months and less than three (3) years vacation seniority at the beginning of the year.
  2. Two (2) straight time work weeks vacation with pay to employees with three (3) or more years and less than six (6) years seniority prior to the beginning of the calendar year.
  3. Three (3) straight time work weeks vacation with pay to employees with six (6) or more years and less than thirteen (13) years seniority prior to the beginning of the calendar year.



4. Four (4) straight time work weeks vacation with pay to employees with thirteen (13) or more years and less than twenty-two (22) years seniority prior to the beginning of the calendar year.
5. Five (5) straight time work weeks vacation with pay to employees with twenty-two (22) or more years and less than thirty (30) years seniority prior to the beginning of the calendar year.
6. Six (6) straight time work weeks vacation with pay to employees with thirty (30) or more years seniority prior to the beginning of the calendar year.

#### Section 2— General Conditions

- A. A working day for Operators and Maintenance employees under this Article shall be eight (8) hours. Overtime hours are not to be calculated in vacation time.
- B. The rate paid for vacation shall be the straight time rate being earned by the individual at the time the vacation is taken.
- C. Operators holding regular runs shall be paid on the basis of eight (8) hours per day.
- D. General Operators shall be paid on the basis of eight (8) straight time hours per day.
- E. A vacation week includes the same number of work days as a work week and begins on Sunday and ends on the following Saturday. Employees whose off days fall other than on Saturday or Sunday may schedule a vacation to begin after days off and end in the same manner.

Employees shall not be permitted to work their vacation periods, except as provided in vacation buy back in paragraph F of Section 3 below.

- F. The Authority shall designate vacation periods which shall be chosen by seniority.
  1. ~~Transportation. Under the present plan of operation, there shall be a minimum of 81.0% of the total number of hourly employees on the Transportation payroll permitted off during the months of June, July, August and September, and 6.5% during all other months.~~  
  
Operations Under the present plan of operation, there shall be a minimum of 8% of the total number of hourly fixed route Operators and 8% of PMOB Operators on the payroll permitted off during the months of June, July, August and September and 6.5% during all other months.
  2. Maintenance. The Authority will allow ~~up to 6%, but~~ no less than one (1) person of each shop to be off on a full week of vacation at one time. In shops in excess of 52 total weeks per year, a second employee will be allowed to pick the week off, providing both employees are from different shifts. Each year prior to picking vacations, the Authority and Union will meet to review vacation accumulations and make adjustments as necessary. The initial vacation schedule will allow one (1) employee per shop to be on a full week of vacation, with exception to the Diesel Shop and Utility Cleaners where there are currently in excess of the 52 weeks total vacation. The Diesel Shop and Utility Cleaners will be allowed two (2) employees off per week, providing the employees are on different shifts, with the exception of the cleaners, two (2) would be allowed on the 2nd shift.
  3. Employees with four (4) or more weeks of vacation may take off (pick) two (2) weeks in periods of less than one (1) full week. ~~Employees with three (3) weeks of vacation may schedule one (1) week in periods of less than a full week. For scheduling purposes, full weeks will take precedence over part weeks. Employees with one (1) to three (3)~~



weeks of vacation may schedule one (1) week in periods of less than a full week; however, no more than three (3) employees per day from the Fixed Route Operator pool, and no more than two (2) employees per day in PMOB/Combination, and four (4) Maintenance employees (two (2) Mechanical and two (2) Non-Mechanical) will be scheduled off for periods of less than one full week. For scheduling purposes, full weeks will take precedence over part weeks.

~~The Authority will allow in each Department (Transportation and Maintenance) two (2) employees per day (mechanical and non-mechanical) for vacation periods of less than one (1) week.~~

The Authority will buy back all unused vacation, payable by the end of January.

- G. Extended time shall be granted to a vacation period, without pay, provided other employees are available to permit this to be done, without undue hardship or inconvenience, but the periods picked for vacation shall be limited to the number of vacation weekly periods individually allowable.
- H. Employees having qualified for vacations in the calendar year are eligible for pick vacation periods the following calendar year, but to receive such benefits they must be still employed at the time the vacation is to be taken. If an employee leaves the employ of the Authority for any reason prior to the expiration of the vacation period picked, any right to a vacation allowance in time or pay is forfeited, unless he/she has seniority of one (1) year or more as of January 1 of the calendar year in which the vacation would have been taken, in which event he/she or his/her estate shall be entitled to the equivalent, except if the misappropriation of Authority money or property is the cause for separation. There is no obligation upon the Authority to make any vacation allowance.

### Section 3 – Buy Back

Employees may take pay in lieu of time off for any full weeks of vacation in excess of two (2) weeks. Vacation acquired through turn in of sick leave shall not be construed as vacation for the purposes of this paragraph. Employees must declare the intent to utilize vacation buy back at the time of the vacation pick. The pay for such vacation may be taken at any time during the year in which it had been available to take as time off. All pay for vacation used in this manner must be taken at one time and the employee will be responsible for submitting the appropriate request for pay.

## ARTICLE XVI – CONTACT INFORMATION

### Section 1

Employees must, at all times, keep on file with ~~the Authority~~ Human Resources a current telephone number (or in-care-of message number) and an address. Any employee off work who cannot be located by written communication via U.S. Certified Mail, will be subject to termination.

The addresses and telephone numbers are for the confidential conduct of Authority business, ~~and shall not be released without expressed written consent of the employee.~~ The Authority will make every effort to maintain the confidentiality of employee information except when requested under Section 149 of the Ohio Public Records Request.

## ARTICLE XVII – ACCIDENT/INCIDENT REPORT ALLOWANCE

### Section 1 – Accident Reports



- ~~A. All employees required to make out written accident and complaint reports shall be paid \$6.00 per report, under the following conditions:~~
- ~~B. In order to be eligible for pay, accident reports must be accurate and complete in the employee's own handwriting and submitted no later than 10:00 A.M. the day following the incident occurred, unless otherwise instructed and approved by the supervisor.~~
- ~~C. If there are passengers on board, an attempt must be made to distribute and gather witness cards to complete the report and qualify for the allowance. An unsuccessful attempt to distribute and gather witness cards must be noted on the Accident Report.~~

#### ~~Section 2 — Complaint Reports~~

~~Complaint reports will be written only at the Supervisor's request and will be requested only when charges are like to result.~~

#### Section 1 — Safety

The Authority is committed to workplace safety and relies on its employees to participate in helping to achieve our safety goals. The Union will cooperate with Management in encouraging employees to observe applicable safety rules and regulations and to report safety and health violations of which they are aware to their immediate supervisor.

#### Section 2 — Accident Reports

- A. All employees required to make out written accident and complaint reports must submit the report no later than the end of his/her work shift following the date that the incident occurred, unless otherwise instructed and approved by the supervisor.
- B. If there are passengers on board, an attempt must be made to distribute and gather witness cards to complete the report. An unsuccessful attempt to distribute and gather witness cards must be noted on the Accident Report.

#### Section 3 — Complaint Reports

Complaint reports will be written only at the Supervisor's request and will be requested only when charges are likely to result.

#### Section 4 — Compensation

All employees must fill out a delay slip in order to be paid for additional time for reports described in this Article.

### ARTICLE XVIII — SENIORITY OF OPERATORS

#### Section 1 — Traditional Operators

It is agreed that the principle of seniority shall prevail with respect to full time employees. The seniority of operators is recognized in accordance with the seniority principles as generally applied by the Union and as heretofore practiced by the Authority. System seniority will apply with the original company employment date accepted as the starting date.

~~There will be no less than three hundred twenty five (325) full time Traditional Operators, as long as the level of service is the same as or greater than that which is in effect on April 1, 2000.~~ The Authority will not lay off Traditional Operators in order to create work for Combination or Part-Time Operators.

### ARTICLE XIX — HOURS OF WORK — WORKING CONDITIONS - TRANSPORTATION



Section 1

No regular run shall pay less than eight (8) hours a day and all operators shall receive time and one-half after eight (8) hours daily (platform time), forty (40) hours per week (platform time), regardless of assignments. Overtime shall not be pyramided.

Section 2

Time and one-half shall be paid for the platform hours in any show-ups in a regular run after the first three (3) show-ups.

Section 3

A. An operator working on his/her day off shall receive time and one-half for all platform time so engaged, so long as the operator has worked his/her five (5) scheduled work days that week. The operator will receive straight time pay for any scheduled build-up time normally paid for that run.

~~B. Employees with at least 45 hrs of accumulated sick leave will be able to use one absence a pick and still be paid time and one half for work on their day off when they have been absent during that work week.~~

Section 4

A swing run shall be any regularly scheduled and regularly picked run which is composed of no more than two (2) pieces of work with a time interval between such pieces. ~~The term "swing run" shall not include trippers or special assignments.~~

The number of swing runs shall be governed by the demands of service and the reasonable meal relief requirements. A penalty of one half straight time shall be paid on the spread time in swing runs if such spread time is in excess of eleven (11) hours daily. This penalty time is not to be included in the hours upon which daily overtime is paid but is to be a separate item.

Section 5

All regular runs shall have two (2) days off in every seven (7) days, not necessarily two (2) consecutive days.

Section 6

Operators holding regular runs, reporting for duty and being qualified for duty, shall be furnished with a day's work, provided they have not been notified to the contrary. This does not apply to situations where the Authority is unable to put service on the street due to natural disasters, catastrophic events, or acts of God.

Section 7

No tripper operated by a full time operator shall pay less than two (2) hours at straight time rate or one (1) hour and twenty (20) minutes at time and one-half rate, whichever rate applies under the specific circumstances.

The Authority will pay regular operators in accordance with Article XXIX, paragraph 2(e), for any required report for board protection from time of report to starting time of work assignment. Any required report for board protection in which operator does not receive an assignment will be paid a minimum of two (2) hours.

Section 8

Trippers and special assignments shall be paid for at the rate of time and one-half (platform time) if worked by an operator before or after he/she works a regular run. No spread penalty time shall apply when the tripper or special assignment is paid for at the rate of time and one-half.



## Section 9

A regular operator (operator holding a regular run) requested to show up either AM or PM and not assigned to any work for the period shall be paid two (2) hours at his/her regular hourly rate, unless disqualified by shut out or suspension for such allowance.

## Section 10

A regular operator (operator holding a regular run) who gets into the barn later than 10:00 P.M. shall not be ordered, but may agree to appear for an AM tripper and all regular operators shall be given eight (8) hours rest between two (2) regular runs, except when doubling through, or agreeing to report voluntarily.

## Section 11 — Transportation Overtime Policy

- ~~A. All operators will have the opportunity to declare their desire to work voluntary overtime at the time of each pick. All operators at this time can select the that he/she is interested in working overtime. For example: off days, individual days, or all days.~~
- ~~B. All overtime will be offered from the accumulated overtime hour's list with the list starting at zero at the beginning of each pick.~~
- ~~C. Once the voluntary overtime list has been exhausted, the remaining overtime will be assigned in inverse seniority from the remaining list of operators from the general seniority list.~~
- A. All operators (Fixed Route, Combo, and ADA) will have the opportunity to declare their availability to work overtime assignments on a weekly basis by contacting Dispatch before 5 PM the Friday before. Operators will identify the days and specify the starting time of AM, Middy, or PM work they will be available for extra work.
- B. The Authority will generate an overtime list for the operators that signed up for work by the week. Each day, the appropriate Dispatch personnel refers to the available operator list to see whom has volunteered for overtime work for the following day. Those individuals are then slotted into open pieces of work giving the operator with the least amount of accumulated hours at the beginning of each day the largest piece(s) of work. It is agreed to by the parties that pieces of work may be split to maximize use of available operators and minimize the need to mandatory others.
- C. Overtime assignments will be posted by noon the prior day. Operators are responsible for contacting Dispatch or viewing the posted overtime assignments.
- D. If all open work is not able to be covered through the voluntary process, the Dispatch personnel will (as a last resort) invoke mandatory assignments until all pieces have been filled. This shall be done in inverse order from the bottom of the seniority list on a rotating basis. Dispatch must issue verbal notification for a mandatory assignment to the affected employee(s).
- E. Any operator failing to report for any overtime assignment two (2) times within the general pick period will lose voluntary overtime privileges for thirty (30) calendar days.

## ARTICLE XX — GENERAL BOARD OPERATORS

## Section 1

When a General Board Operator completes an assignment later than 10:00 P.M., he/she shall not be compelled to report before eight (8) hours in between.

- A. If he/she fails to be assigned to any work, he/she will be paid for two (2) hours at his/her straight rate.



- B. If he/she is assigned to a tripper or special assignment of three (3) hours or less, he/she will be paid at the rate of time and one-half.
- C. If he/she is assigned to a tripper or to a special assignment of more than three (3) hours, or a regular run, he/she will be paid at his/her straight rate.

#### Section 2

The Authority will guarantee a General Board Operator eighth (8) hours straight time pay per year scheduled work day, provided such regular General Board Operator is available, ready and willing to work a minimum of eight (8) hours on his/her scheduled day to work.

#### Section 3

The Authority will pay a General Board Operator in accordance with Article XXIX, paragraph 2(e), for any required report for board protection from time of report to starting time of work assignment, will be paid a minimum of three (3) hours. Any required report for board protection in which General Board Operator does not receive an assignment will be paid a minimum of three (3) hours.

Any other required report by a General Board Operator will be guaranteed one (1) hour pay.

#### Section 4

A General Board Operator shall be given at least two (2) days off out of every week if it is possible to do so (the days off may not necessarily be consecutive). Otherwise, time and one-half shall be paid for work done on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) days of the week, provided he/she has been available for work the other five (5) days of that full pay week. In computing this time, time spent in training shall not be considered as work time.

#### Section 5

If he/she is assigned to a combination of straight time trippers or straight time special assignments, with no regular run assignment involved, a penalty of one-half straight time shall be paid on the spread time in which a work combination, if such spread time is in excess of eleven (11) hours daily.

#### Section 6

For holiday purposes, show assignments will be paid at holiday premium. All other nonproductive time will be at straight time hourly rate.

### **ARTICLE XXI — PICKING RUNS OR SIGN-UPS**

#### Section 1

There will be a minimum of three (3) picks of runs annually: one (1) in May, effective in June; one (1) in August, effective in September; and one (1) in December, effective in January, with a margin of two (2) weeks either before or after these effective dates.

#### Section 2

In the event of any major change in the schedule of Operations between regular picking times (not recognized at the time of the pick in effect), there shall be a complete new sign up by operators.

#### Section 3



When a definite vacancy occurs, it shall be filled for the remainder of that pick from the General Board. It is the desire of the Authority and the Union that all regular runs will be picked or assigned. The General Board Operators, in order of their seniority at the time vacancy occurs, will be given the option of filling the open run or passing this privilege down to the next following General Board Operator. In the event that such an open run is passed by all General Board Operators, the run will be assigned in inverse order from the bottom of the General Board as it exists at the time of the vacancy. It is the intention that open runs created by a vacancy be filled within three (3) days. However, it is recognized that circumstances involved in making contact with the General Board Operators in seniority order may make it necessary to extend this time period. A General Board Operator filling such a vacancy shall be considered the same as an operator having picked a run, except with respect to his/her seniority.

#### Section 4

Notice of a pick will be given no less than two (2) weeks before posting. Picking list shall be posted seven (7) days prior to start of picking process. Picking will be done by seniority.

The seventy-five (75) most senior operators will pick, beginning with the most senior operator, one after another without any undue delay to the process. If any of this group of seventy-five (75) operators fails to pick in a timely manner and efforts by management ~~and Union~~ to resolve the delay have failed, a like or similar run will be chosen for the operator by management ~~and Union~~. The picking process shall take no more than fifteen (15) minutes, provided the pick is available to the operator.

All other operators will be notified as to the day of their opportunity to pick a run. If the operator fails to show for the pick after proper notification or disrupts the pick process and efforts by management ~~and Union~~ to reach the employee have failed, a like or similar run will be picked for the operator by management ~~and Union~~. At this point the pick process will continue.

All operators must pick one of the remaining scheduled runs or a position on the General Board. It will be the responsibility of any active employee on vacation or who plans to be absent from the pick to leave instructions so that the pick will not be disrupted.

#### Section 5

In the event a route adjustment of ~~five (5)~~ ten (10) minutes or less is implemented, a new pick will not be required.

#### Section 6

Once the traditional weekly runs have been established, the Authority will create Combo Operator runs and Part-time Operator runs by combining the remaining open fixed route work, ~~remaining fixed route open work~~, LS Trippers and PMOB work to the extent practical. These runs will be selected by Combo Operators concurrent with the Traditional and PMOB picks.

#### Section 7

Operators picking runs with open pieces and operators picking open pieces must inform RTA at the time of the run pick if they will miss any of that work because of vacation scheduling.

### ARTICLE XXII — TIME ALLOWANCE FOR NO MILEAGE

#### Section 1

The Authority will give operators relieving any run downtown (CBD) fifteen (15) minutes and cross-town run thirty-five (35) minutes extra time each day at straight time rate traveled to or from the change points, and a similar allowance for each meal relief operator, provided there is no change in the location of the change or meal relief points in the present general plan of operation. Not more than one (1) travel time shall be allowed under this Article. Adjustments in ~~time~~



allowance for no mileage” shall be made to conform to the above pattern, heretofore in effect, if required because of changes in routes or existing lines or the addition of routes or lines.

## Section 2

The Authority will give time allowances at straight time rate to operators required to “report” and/or “turn in” at the car barn or relief point either prior to or after working “platform time,” as long as present methods of operations prevail. Such time allowances shall not exceed five (5) minutes each and shall be calculated as follows:

Straight runs, total of ten (10) minutes daily; swing runs, total of twenty (20) minutes daily; trippers, total of ten (10) minutes each.

The Authority will give five (5) minutes additional time allowance at straight time to operators required to report at the garage to prepare bus before platform time.

## ARTICLE XXIII — POSTING DAILY OPERATING DATA/TRANSPORTATION DEPARTMENT

All necessary information with respect to the operators reporting off, excused, sick or on leaves of absence, and the regular operators list and assignments shall be posted or marked up daily.

## ARTICLE XXIV — INSTRUCTION OF NEW OPERATORS AND MECHANICS

### Section 1

~~Operators and mechanics assigned to instruct new employees during their probationary period shall receive seventy five (\$.75) cents per hour in addition to their regular hourly rate at straight time rate for each hour that such student is instructed.~~

Top Operator Instructors assigned to instruct employees shall receive \$1.50 per hour, in addition to their regular hourly rate, at straight time rate, for each hour that such Top Operator Instructors are instructing.

Mechanics assigned to do on-the-job training on new employees will receive \$.75 per hour, in addition to their regular hourly rate, at straight time rate, for each hour that such employee is instructing.

A cadre of dedicated maintenance trainers will be established to assist with training in the Maintenance Department. The trainers may be required to change shifts for the purpose of training maintenance employees. The trainers will be paid an extra \$1.50 an hour.

## ARTICLE XXV — UNIFORMS

### Transportation

#### Section 1

A cash voucher will be issued to each full-time operator (operator who has worked at minimum, 1,040 hours excluding overtime) on the effective date of the Agreement each year as follows: \$400 \$350 the first year, \$400 \$350 in the second year and \$400 \$375 in the third year for maintenance/upkeep. Operators can also use the voucher to purchase gloves, rain gear, sunglasses, small flashlights and belt holders.

#### ~~Section 2~~

Following the effective date of the Agreement, a cash voucher allowance will be issued for each newly hired operator for \$305, for the purchase of new uniforms.

#### Section 2



**Effective July 1, 2012, all employees required to be in uniform must report to work wearing uniforms with the current color scheme as approved by the Authority.**

### Section 3

All uniforms must be purchased through an authorized supplier.

### Maintenance

The Authority will provide each **active** full time Maintenance employee, through a uniform service company, a clean change of uniform for a five (5) day work week for the life of the Agreement. Such uniforms will include a cold weather jacket and rain gear. Adequate rain gear will be provided on each truck. All employees subject to run road calls will be issued an approved safety vest to be worn any time the mechanic leaves the facility on a service call or pull-off.

Employees of the Maintenance Department will be required to wear the uniform supplied by the Authority while on Authority paid time and working on Authority equipment, facilities or property. The complete uniform shall be worn, with the exception that an Authority-approved T-shirt may be worn in lieu of the uniform shirt.

## **ARTICLE XXVI — SENIORITY OF MAINTENANCE DEPARTMENT EMPLOYEES**

### Section 1

Employees of the Maintenance Department will be entitled to seniority in their particular group classification and shall have the right to advance in their group classification, provided they qualify and there is an opening for such an advancement. Competency and seniority will be considered in promotions. In all other matters, it is agreed that, all other factors being equal, the principle of seniority shall prevail.

### Section 2

- A. Employees of the Maintenance Department in a five (5) step classification shall be entitled to a number four (#4) classification in their particular group classification after one (1) year seniority; a number three (#3) classification after two (2) years of seniority; a number two (#2) classification after three (3) years seniority; and a number one (#1) classification after four (4) years seniority, provided they qualify for work comparable to the other number four (#4), number three (#3), number two (#2) or number one (#1) employees, respectively, in their particular group classification.
- B. Non-mechanical employees of the Maintenance Department in a five (5) step classification shall be entitled to a number four (#4) classification in their particular group after one (1) year seniority and shall be similarly eligible for advancement through the full four (4) year cycle.

### Section 3

There shall be at least one (1) mark-up or pick within the various groups of Maintenance employees during August of each calendar year (unless the date is changed by mutual agreement) for the observance of seniority of the employees within these various groups, insofar as seniority can be recognized without undue penalty in fitting the qualifications of the individual to the requirements of the job.

### Section 4 — Cleaner/Fueler

A cleaner/fueler classification will be created within the utility cleaner classification. The job function of this classification will be fueling, servicing and cleaning coaches as the situation dictates. The rate of pay will be equal to that of a number three (#3) Service and Repair



Mechanic. The employees currently in the daily service lane position will be grandfathered in and maintain their current job status and pay scale.

## **ARTICLE XXVII — HOURS OF WORK MAINTENANCE**

### **MAINTENANCE**

#### **Section 1**

The regularly scheduled work day and week in the Maintenance Department, including shop, car barn, wash rack and janitors, shall conform as nearly as possible to eight (8) hours per day or forty (40) hours per week.

#### **Section 2**

Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. Overtime provisions shall not be pyramided.

#### **Section 3**

The Authority will give Maintenance Department employees a scheduled five (5) minutes for wash-up immediately preceding their lunch period.

#### **Section 4**

When a Maintenance employee is called back for a special assignment on his/her regular day off, or after having completed a day's work, he/she shall be paid at time and one-half rate with a minimum guaranteed allowance of two (2) hours; these overtime hours shall not be included in the calculation of weekly overtime. Such call backs are to be rotated in seniority order when possible. However, it is understood that this provision is a guide and a policy declaration only and subject to disregard when an emergency situation exists or if the next Maintenance employee in seniority would fail to meet the specific requirements of the assignment with respect to ability qualifications or could not be contacted in time to secure the filling of the assignment.

#### **Section 5**

The work week in the Maintenance Department shall generally be a maximum of forty (40) hours. Additional adjustments in the work week may be made because of the need for emergency troubleshooters or to fill needs for additional maintenance work required by the demands of the service, provided they conform to the provisions of paragraphs (1) and (2) of this Article. Overtime shall be scheduled by seniority from seniority overtime listing. Any overtime not scheduled through this process shall be assigned in inverse seniority order to employees qualified and trained to perform work assignment.

### **LINE CREW**

#### **Section 1**

The regular hours for Line Crew employees shall be eight (8) hours per day or forty (40) hours per week. Line Crew employees may be scheduled similar to other Maintenance Department employees, i.e., up to three (3) shifts per day, if so noted at the time of each maintenance pick. Because they are on call during their lunch period, Line Crew employees will receive an extra fifteen (15) minutes pay at their regular rate for each day worked. If Line Crew employees are required to work during their lunch period, they will be paid for the full thirty (30) minute period at one and one-half times their regular rate. Selection of lunch break time for each crew shall be designated by the supervisor, with the exception of emergencies. The supervisor will make arrangements for restroom facilities.

#### **Section 2**



Any time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half. Overtime provisions shall not be pyramided.

Section 3

The Authority will give Line Crew employees a scheduled five (5) minutes for wash-up immediately preceding their lunch period.

Section 4

All emergency calls after eight (8) hours per day and after returning home will be paid for on the basis of time and one-half with three (3) hours pay guaranteed at the straight time rate, if less than that is earned.

Section 5

Line Crew employees are required to be available for ~~all~~ after regular working hours for emergency purposes.

Line Crew on stand-by call for emergency purposes will be paid for two (2) hours per night in accordance with Article XXIX, paragraph 2(e), for being available for work. Line Crew employees on stand-by, unavailable for work when called, shall lose their stand-by pay for that night. This payment shall be in addition to pay under Section 4 above.

The Union and Authority will cooperate in developing a rotating list of qualified Line Crew employees to assure a fair and equal distribution of stand-by pay and to assure uninterrupted service to the public.

**ARTICLE XXVIII — TOOL ALLOWANCE**

Section 1

The Authority will issue by October 31 during the term of this Contract to each employee holding Mechanical classifications in Maintenance and on the active payroll at October 1 ~~of each year a tool allowance check in the amount of \$325.00~~ (having worked 1,040 hours in the previous 12 months), a tool allowance check in the amount of \$350 year 1, \$375 year 2, and \$400 year 3 of this Contract.

Section 2

A revised list of tools required in these classifications shall be developed and approved by a committee of Labor and Management. In order to receive a tool allowance voucher, the Supervisor must verify that the employee has the required tools.

Section 3

The Authority will provide by October 31 of each year during the term of this Contract to each employee holding a non-mechanical classification or whose primary job is fueling vehicles on the active payroll on October 1 of each year one (1) pair of boots for use in performance of his/her duties. As applies to this Article, an employee shall be considered on the active payroll if actively working and receiving pay from the Authority, or if off work for sickness or disability, must return to work within ninety (90) days after October 1 or work nine (9) of the twelve (12) preceding months.

**ARTICLE XXIX — RATES OF PAY**

Section 1 — Wages



- A. Effective the date of this Agreement, the wage progression for all employees shall be pursuant to Appendix A. **Payment of the April 7, 2012 increase will be made retroactive to all employees on the payroll as of February 1, 2013, or to anyone who retired from April 7, 2012 through February 1, 2013, for straight time hours worked.**

## Section 2

- A. No allowance in pay is to be made for any time during which the operator is off his run while being relieved for dinner or supper.
- B. Overtime provisions shall apply only to platform time (scheduled running time), except as provided for in paragraph 2(e) of this Article, and shall not be pyramided.
- C. The operator's work week shall be scheduled as nearly as possible to forty (40) hours (platform times).
- D. Time and one-half shall be paid for any platform time worked in excess of forty (40) hours per week.
- E. Rates of pay and overtime provisions for certain non-platform time.
1. The following rate of pay will apply for stand-by time, travel time, report and/or turn-in time, coach preparation time, scheduled "in-house training" and board protection time due under this Agreement.

Employee's straight time rate, in effect, as indicated in this Article, divided by 1.50. This rate applies only to the above-listed non-platform times.

2. The Authority will pay, on a daily basis, time and one-half the applicable rate indicated above for stand-by time, travel time, report and/or turn-in time, coach preparation time, scheduled "in-house" training and board protection time.

This overtime provision shall not be pyramided.

3. A Department of Labor special pay adjustment is made for certain non-platform time, only when total work hours exceed forty (40) per week. The adjustment is calculated based upon the following definitions and formula:

### Definitions to Determine Weighted Average:

Rate 2 = Rate / 1.5

Work Hours = Report + PMOB Regular + Charter + Turn-In + Platform + Training + Travel + Board + Overtime

Dollars Paid = [(Report + Turn-In + Travel + Board) \* Rate 2] + [(Platform + PMOB Regular + Charter + Build + Training + Overtime) \* Rate]

Weighted Average Wage = Dollars Paid / Work Hours

### Formula to Determine Difference Between Department of Labor Required and RTA Initial Calculation:

Department of Labor = (Work Hours \* Weighted Average Wage) + [(Work Hours — 40) \* Weighted Average Wage \* .5]



RTA = [(Platform + PMOB Regular + Charter + Build + Training) \* Rate + (Overtime \* Rate \* 1.5)] + [(Report + Turn-In + Spread + Travel + Board + In-House Training) \* (Rate / 1.5) \* 1.5]

Difference = Department of Labor — RTA

If the Difference > Zero, Difference is paid to the employee.

NOTE: Board Time is calculated differently for Combination Big Bus Operators per Memorandum of Understanding.

- F. For Maintenance employees, overtime shall be paid after eight (8) hours per day and on a weekly basis the same as for operators, as provided in paragraphs (c) and (d).
- G. Line Crew employee's stand-by time will be paid as provided above in paragraph (e).

A shift premium shall be paid to all Maintenance employees whose shifts start between 3:00 P.M. and 10:29 P.M. at five (\$.05) cents per hour, and ten (\$.10) cents per hour for shifts starting between 10:30 P.M. and 3:00 A.M.

### ARTICLE XXX — GOVERNING INTERPRETATIONS

#### Section 1

The interpretations of the wording or terms of this Agreement shall be by the application of definitions where they are set forth in this Agreement, by established precedents and past practices or in light of the intent and purposes to be accomplished.

#### Section 2

The interpretation of the terms of this Agreement shall be such as to apply in precisely the same manner and with the same results to all employees who are in any particular classification **similarly situated when considering seniority and the employee's entire work record** affected by the particular issue involved.

### ARTICLE XXXI — VIOLATION OF AUTHORITY RULES/GRIEVANCE AND ARBITRATION

#### Section 1

Rules regarding safety of operations:

Employees who are reported to have violated rules that, in the opinion of the Authority, could jeopardize lives, the safety of operations or result in disruptive behavior shall be investigated with respect to such violation as soon as practicable.

Employees not having been suspended to date for said violation shall be notified as soon as practicable or not later than the employee's sixth (6<sup>th</sup>) regularly scheduled work day after the Authority learns of such alleged violation, except where legal documents, advices or reports have been served on the Authority, in which latter cases necessary time shall be taken for investigation prior to any suspension. The Union will be notified of the extra time needed in writing.

#### Section 2

Other rules:

Employees who are reported to have violated rules (other than those in Section 1) shall be investigated with respect to such alleged violation as soon as practicable and notified as soon as practicable or no later than the employee's sixth (6<sup>th</sup>) regularly scheduled work day after the Authority learns of such alleged violation, except where legal documents, advices or reports have



been served on the Authority, in which latter cases time shall be taken for investigation (the Union so notified) or where accounting for money is involved.

Employees reported to have violated rules (other than those in Section 1) will not be suspended without pay pending investigation but will be given a hearing as soon as practicable.

### Section 3

All employees reported to have violated any rules under Sections 1 and 2 above shall be given a hearing with Union representation, if requested by the employee, at which hearing the Authority shall confront the employee with the charges against him/her. No employee will be suspended (except for disruptive behavior or violations of rules jeopardizing lives or safety of operations) or discharged without an opportunity for a hearing.

Any employee who has been suspended or discharged for any offense and who, after investigation by the Authority of Union, is found to have been suspended or discharged without just cause shall be reinstated in his/her former position and paid by the Authority for all time and benefits lost at the same rate he/she would have received had he/she been regularly employed.

When an employee is suspended under Sections 1 or 2 above, he/she will not be permitted to work during the suspension period. It is further understood that the Union and Committee thereof will cooperate with the Authority in maintaining a high standard of discipline and efficiency. Notice of suspension shall be given within twenty (20) days after knowledge of the violation. The suspension will be served within thirty (30) days worked of such notice. These time limitations do not apply in cases where money or court actions are involved, or where an extended investigation becomes necessary, in which case the Authority will so notify the Union in writing.

### Section 4

All claims or disputes of employees or the Union regarding the application, interpretations or violations of any provisions of this Agreement or the imposition of any discipline, including discharge, shall be settled under grievances.

### Section 5

#### Informal Discussion

Any employee may, at any time, informally discuss any matter with their department director or supervisor. The employee will have the right to request Union representation and have a Union representative present during any such discussions. If the issue is not satisfactorily resolved, the issue may then be submitted as a grievance in writing stating the nature of the grievance, the specific article and section involved, the alleged violation(s), and the remedies sought.

If the informal discussion does not resolve the matter, any employee who claims a grievance shall present such grievance to the Labor Relations Department by a Union official within ten (10) working days of the occurrence or ten (10) working days after employee should have known, but in no event more than thirty (30) working days after occurrence upon which the grievance is based.

#### Step 1 — Formal Discussion, Union — Management Meeting

Present at this step will be a Union representative and, at the request of either party, the employee involved. Management will be represented by the manager involved and/or a designee.

The parties to this Agreement recognize that the grievance should be settled promptly and as close to the source as possible. Further, both parties will endeavor to present all the facts available relating to the difference at this step in the grievance procedure.



The formal discussion must be scheduled by Management to occur within five (5) working days of receipt of grievance.

If grievance is not resolved at formal discussion, Management shall notify the Union in writing within five (5) working days after this formal discussion.

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure (Joint Hearing) within five (5) working days after receipt of written answer.

#### Step 2— Joint Hearing

Present at this step will be the Union President or his designee and, if requested by any party, the involved employee. Management will be represented by the department director or his/her designee. This meeting must be scheduled by management to occur within five (5) working days after receipt of request. The department director must submit a written answer to the Union within five (5) working days after the joint hearing, either sustaining or denying the grievance and setting forth the reasons for the decision or proposing a resolution to the grievance.

If a mutually satisfactory decision is not reached at the joint hearing, the Union may, within five (5) working days after receipt of written answer, submit the grievance to the next step (Management Review with the Chief Labor Officer) by stating in writing the reason that Management's answer is not satisfactory.

#### Step 3 — Management Review

The meeting will be scheduled to occur within five (5) working days after receipt of request. The Chief Labor Officer or his/her designee will review the grievance with the Union President or his/her designee and, within ten (10) working days, will in writing, sustain, deny or propose a resolution to the grievance.

#### Section 6 — Notice of Arbitration

If the dispute is not resolved at Step 3, the party desiring arbitration shall notify the other party, in writing, within thirty (30) working days following final correspondence in Step 3 of the grievance procedure. Arbitration shall then proceed before a single impartial arbitrator who shall be chosen as provided below.

#### Section 7 — Selection of Arbitrator

The Union and Authority shall endeavor to select the impartial arbitrator by mutual agreement within ten (10) working days after request for arbitrator has been received.

If the parties are unable to reach mutual agreement in the selection of the impartial arbitrator, the parties shall then jointly request the American Arbitration Association to submit a panel of seven (7) qualified arbitrators from which the impartial arbitrator will be selected. In the first arbitration case which arises between the parties, the Union shall first strike one (1) name and the Authority shall then strike one (1) name and so on until the one (1) name remaining shall be selected as the impartial arbitrator. In subsequent arbitration cases which arise, the right of initially rejecting any one (1) of seven (7) names submitted shall alternate between the parties.

#### Section 8— Power of the Arbitrator

The powers of the impartial arbitrator are limited to that of interpreting and applying the provisions of this Agreement.

#### Section 9 — Arbitrator's Decision Conclusive

A decision, with opinion, shall be rendered by the arbitrator within a reasonable time following the hearing and shall be final and binding upon both parties.



## Section 10

Each party shall bear the expenses of preparing and presenting its own case before the impartial arbitrator. The fees and expenses of the impartial arbitrator shall be borne equally by the parties to this Agreement. Stenographic expenses shall be borne by the party requesting stenographic services. Such stenographic services shall not delay the decision of the arbitrator.

## Section 11

It is understood and agreed that all time limitations specified in this Article may be extended by mutual agreement in writing.

Days defined in this Article are defined as regular work days, excluding Saturdays, Sundays and Holidays.

The failure of the Union or employee to process a grievance within specified time limits in any step of grievance procedure shall prohibit the Union from further pursuit of the grievance and any such grievance shall be considered settled. Failure of the Authority to process a grievance within specified times, except in discharge cases or where the remedy sought exceeds \$100.00, shall result in the settlement of the grievance in favor of the Union or employee. Cases involving employee discharges or where the remedy sought exceeds \$100.00 will be rescheduled for a hearing and/or response at a date mutually agreeable by the parties.

**ARTICLE XXXII — NO STOPPAGE OF WORK CLAUSE**

It is the desire of the parties to this Agreement to avoid strikes, lockouts or cessations of work of any kind and, therefore, it is agreed that there shall be no lockouts by the Authority and the Union agrees that there shall be no strikes, stoppages of work or other interference with the rendition of continuous transportation service to the public for the duration of this Agreement.

**ARTICLE XXXIII — PART TIME OPERATORS**

## Section 1

**Unless otherwise specifically expressed,** Part-time operators shall **only** be covered by sections of this Labor Agreement dealing with Union membership, Union representation, Grievance procedure, arbitration, and Union dues check-off.

## Section 2

Part-time operators shall be paid ~~at first step of progression rate for Part time operators: 60% first year; 65% second year; 70% third year; 75% fourth year, 80% the fifth year, 85% the sixth year and 100% the seventh year and thereafter (calendar years).~~ **based upon the progression rate for Traditional or PMOB Operators defined in Appendix A.**

## Section 3

~~Effective no later than the January 2001 pick, the maximum number of Part time Operators shall not exceed the number of Part time Operators employed as of August 1, 2000, who elect not take a Combination, PMOB or Traditional Operator position.~~ Part-time Operators shall not work in excess of ~~twenty five (25)~~ **twenty eight (28)** hours per week.

~~Part-time Operators, except for those who did not elect to take a Combination Operator, PMOB or Traditional Operator position, will only be used if the Authority increases L.S. type of service over the level in effect in April, 2000.~~ The maximum number of Part-time Operators that the Authority can use for this L.S. type service cannot exceed ~~10%~~ **30** Traditional Operators **and 15 Project Mobility Operators.**

## Section 4



Part-time operators shall ~~be used for working weekday AM and PM extra only, which are not part of a run pick available runs as described in Article XXI, Section 6. If there are no runs available at the time of the pick or their initial employment, Part-time Operators will be assigned to the Traditional or PMOB boards.~~

#### Section 5

~~Part-time operators shall be guaranteed twelve (12) hours per week, except during holiday weeks~~

#### Section 6 5

Part-time operators will accrue seniority within their part-time classification. The Authority shall establish and maintain a Part-time operator seniority list. ~~Part-time operators will receive work assignments based on seniority using current Agreement overtime rotation methods.~~

#### Section 7 6

Each new Part-time operator will receive the initial uniform allowance ~~and a maintenance allowance~~ equal to 50% of that granted full-time operators after the first full year of employ. ~~During the first year of employment, the Authority agrees to buy as defined for full time operators uniforms and The Authority~~ reserves the right to deduct, from final paycheck, the full price for the uniform if not returned in good condition upon termination of employment.

- A. Part-time operators shall be granted free transportation on all routes of the Authority.
- B. Felonious assault insurance will be provided for part time operators.

#### Section 8

~~Part time operators shall be paid holiday pay for all legal holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or the days observed as such holidays. Holiday pay will be paid at the rate of five (5) hours per holiday for each holiday. Part time operators can be used any time on any of the holidays when a full time operator has to be forced to pick. All work performed will be at holiday premium pay. Any holiday benefit pay is defined as non-worked hours.~~

#### Section 9 7

Part-time operators shall receive vacation pay and time off if employee has worked 75% of his/her regularly assigned work days during preceding calendar year. Time off will be in accordance with provisions of full time operators. Any vacation benefit pay is defined as non-worked hours.

- One (1) year service — 25 hours of vacation
- Three (3) years of service — 50 hours of vacation
- Six (6) years of service — 75 hours of vacation

Any retired RTA operator who is rehired in the particular workgroup will use their seniority as a basis for accruing vacation.

#### Section 10 8

Part-time operators promoted directly to full time bus or PMOB operator status will receive wages and benefits accrued by seniority based on service as a part-time operator. For every two (2) months of service as a part-time operator, one (1) month of full time service credit will be earned. Part-time operators promoted to a Maintenance position will receive benefits accrued by



seniority as outlined above. For benefits not accrued by seniority, employee must meet eligibility requirements.

~~Section 11 9~~

The Authority will pay seventy (70%) percent of the cost of a single medical plan for each part time operator, or that amount plus twenty dollars (\$20.00) applied to the single plus one or family coverage plan. Medical insurance will not be provided to any individual that has retired and/or is eligible for insurance under OPERS.

~~Section 12~~

~~Before a reduction in the full time operator (Traditional Operator, PMOB Operator or Combination Operator) workforce, all part time positions will be off the payroll.~~

~~A. In the event of a proposed layoff of full time operators up to the maximum number of part time operators at that time, full time operators will be given the option of being laid off or working part time. Any such operators choosing part time status will continue to accrue full time seniority and continue to receive full time fringe benefits.~~

~~Section 13~~

~~No full time Authority employee shall work as a part time employee, except as noted in Section 12A of this Article.~~

ARTICLE XXXIV — LAYOFF AND RECALL

A. Part-time employees will be laid off in advance of any layoff of full-time personnel.

A B. ~~In~~ Thereafter, in the event of a layoff, employees will be laid off based on ATU Local 1385 seniority. An employee identified for layoff will be permitted to pick any position where his/her seniority would take him/her, provided he/she is qualified. The employee will go to the bottom of the list for picking purposes but would retain all other benefits. Those employees would be slotted for wages based upon years of service. An employee bumping into another position must be capable and competent to perform the work in the new position. Employees will be recalled in inverse order (Last out, first back).

ARTICLE XXXV — AUTHORITY PASSES

~~Section 1~~

~~Any employee becoming eligible for any type of retirement, regardless of number of years of service, and his/her spouse will be provided with a lifetime transportation pass upon request.~~

~~Section 2~~

~~A. The Authority will provide one (1) set of twelve (12) 31 day passes for current spouse or one (1) dependent child of active employees at One Hundred (\$100.00) Dollars per twelve (12) month calendar year.~~

~~B. If employee is terminated and spouse or dependent child pass is not returned, the pass value will be deducted from final paycheck.~~

Section 1

Upon request, the Authority will provide any employee who becomes eligible for retirement with a minimum of five (5) years of continuous service with the Authority a lifetime transportation pass for him/her and their spouse.



**Section 2**

- A.** Upon request, the Authority will provide a fixed route picture pass to the employee's spouse and dependent(s) at no cost. This benefit is available for verifiable dependents up to the age of 18 if not in school, or age 23 if still in school.
- B.** The recipient(s) of any spouse and/or dependent pass who reports the card lost and/or stolen will be ineligible for a replacement pass for six (6) calendar months. After the ineligibility period, upon request, the employee can purchase a replacement pass at a cost of \$100 each.
- C.** Upon issuance of any spouse and/or dependent pass, the employee acknowledges receipt of the benefit (currently valued at \$600 per pass), assumes responsibility and agrees to the terms and conditions for its use. Any fraudulent use of an Authority pass will result in termination.
- D.** Upon separation of employment, employees failing to return spouse and/or dependent pass(es) will be assessed a penalty of \$600 per pass, which will be deducted from his/her final paycheck.
- E.** The Authority reserves the right to revoke Authority passes at any time.

**ARTICLE XXXVI — TERM OF AGREEMENT**

This Agreement shall remain in force through April 1, ~~2012~~ **2015**, and shall terminate at the end of that working day; provided, however, that if both parties hereto have not completed negotiations for a new Contract by April 1, ~~2012~~ **2015**, they may, by mutual consent, extend all of the terms and provisions of this Agreement for any period of time mutually agreed upon in order to provide an opportunity for completing such negotiations.



IN WITNESS THEREOF, said parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_ 2013.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY  
Dayton, OH

\_\_\_\_\_  
Executive Director, GDRTA

\_\_\_\_\_  
Director, Operations

\_\_\_\_\_  
Director, Human Resources

AMALGAMATED TRANSIT UNION, AFL-CIO  
LOCAL 1385

\_\_\_\_\_  
President/Business Agent

\_\_\_\_\_  
Financial Secretary-Treasurer

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Committee Member

**APPENDIX A****Greater Dayton Regional Transit Authority  
ATU Local 1385 Contract Wage Progressions****Page 1 of 2**

<b>% Increases</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Effective Date</b>	<b>4/7/2012</b>	<b>4/6/2013</b>	<b>4/5/2014</b>
<b>Traditional Operator Base Hourly Wage Rates</b>	<b>\$23.54</b>	<b>\$24.01</b>	<b>\$24.49</b>

## Traditional Fixed Route Bus Operators

## Full-Time &amp; Part-Time Fixed Route Bus Operator.

60.0% of BWR First 12 Months	14.12	14.41	14.69
65.0% of BWR Second 12 Month.	15.30	15.61	15.92
70.0% of BWR Third 12 Month.	16.48	16.81	17.14
75.0% of BWR Fourth 12 Month.	17.68	18.01	18.37
80.0% of BWR Fifth 12 Months	18.83	19.21	19.59
85.0% of BWR Sixth 12 Months	20.01	20.41	20.82
100.0% of BWR Seventh 12 Month. and Thereafter	23.54	24.01	24.49

<b>Annual % Increases</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Effective Date</b>	<b>4/7/2012</b>	<b>4/6/2013</b>	<b>4/5/2014</b>
<b>Maintenance Employee Base Wage Rates</b>	<b>23.54</b>	<b>24.01</b>	<b>24.49</b>

97.2% #5 Specialist	22.88	23.34	23.81
99.4% #4 Specialist	23.40	23.87	24.34
101.6% #3 Specialist	23.92	24.39	24.88
103.8% #2 Specialist	24.43	24.92	25.42
106.2% #1 Specialist	25.00	25.50	28.01
108.2% #1 Utility - Mechanical	25.00	25.50	26.01
95.0% #5 Service & Repair	22.36	22.81	23.27
97.2% #4 Service & Repair	22.88	23.34	23.81
99.4% #3 Service & Repair	23.40	23.87	24.34
101.6% #2 Service & Repair	23.92	24.39	24.88
103.8% #1 Service & Repair	24.43	24.92	25.42
97.2% #5 Lineman	22.88	23.34	23.81
99.4% #4 Lineman	23.40	23.87	24.34
101.6% #3 Lineman	23.92	24.39	24.88
103.8% #2 Lineman	24.43	24.92	25.42
106.2% #1 Lineman	25.00	25.50	26.01
107.0% Journeymen	25.19	25.69	26.21



<b>Annual % Increases</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Effective Date</b>	<b>4/7/2012</b>	<b>4/6/2013</b>	<b>4/5/2014</b>
<b>Maintenance Employee Base Wage Rates</b>	<b>\$23.54</b>	<b>24.01</b>	<b>24.49</b>
<b>Non-Mechanical (See Note #5)</b>	9.42	9.60	9.80

11.77	12.01	12.25
-------	-------	-------



12.95

13.21

13.47

14.12

14.41

14.69



16.48

10.81

11.14



18.83

19.21

19.59

**Other ATU Union  
Employees**

Janitors Employed on  
4/1/12 (See Note #3)

22.88

23.34

23.81



Janitors Newly Hired or  
Transferred after  
4/1/12 (See Note #4)

11.77

12.01

12.25

12.95

13.21

13.47

14.12

14.41

14.69

15.30

15.61

15.92



17.66

18.01

18.37

**Combination  
Operators**

13.18

13.45

13.71



14.12

14.41

14.69

15.30

15.61

15.92



**PMOB Service Operators**

11.86

12.10

12.34

12.10

12.34

12.59



12.45

12.70

12.96

12.81

13.06

13.32



13.04

13.30

13.57

**All Student Operators**

9.42

9.60

9.80

**Notes:**

1. All ATU promotions/wage increases are effective the first Sunday following the date of action.
2. Participants in the student summer employment program are paid as Temporary Summer help.
3. Employees (C. Edwards, M. Atkinson, C. Elkins, K. Goss, W. Lakes and G. Sikora) may remain in this classification until they retire, transfer, resign or otherwise terminate.
4. Employees in this classification are not required to maintain a Commercial Driver License.



5. Employees (A. Johnson, T. Cook, J. McCoy, L. Moyer, W. Osborne, M. Porter and J. Schroeder) may remain in this classification until they retire, transfer, resign or otherwise terminate
6. **Payment of the April 7, 2012 increase will be made retroactive to all employees on the payroll as of February 1, 2013 for straight time hours worked.**



APPENDIX B

**Memorandum of Understanding**

FEDERAL PMOB FUNDING

The Union and the Authority agree that should federal funding be reduced below the 2000 levels and alternate federal funding becomes available to finance demand response service but be limited to contracted out service only, the parties will meet to discuss alternative ways to offset the loss of federal funding.

In the absence of mutual agreement, the Authority reserves the right to take whatever action is necessary.

Should that action be the decision to privatize the demand response service, the Request for Proposals will contain the provision that the successful bidder must agree to accept the RTA demand response operators affected, as well as their negotiated wages and benefits current with the date of transfer.

---

Mark Donaghy                      Date  
Executive Director, GDRTA

---

Glen Salyer                      Date  
President/BA, ATU Local 1385



APPENDIX B

**Memorandum of Understanding**

NEW MARKETS/COMMUNITY BASED SERVICE

New Market/Community Based Service will be performed by the Combination Operator (Article IV B) or PMOB — CDL qualified drivers (Article IV A, Section 1B).

It is intended that this serviced will meet emerging needs and expand public transit into untapped markets, such as colleges, universities, senior citizens, and Welfare-to-Work programs. It is further intended that such service will be provided at a competitive cost.

This classification will be established under the terms and conditions prescribed in Article IV (B) Combination Operator service of the April 2000 agreement.

New Market Service shall not replace any current fixed route revenue service and shall not include shuttle service (Air Show, HamVention) presently performed by such fixed route operators.

\_\_\_\_\_  
Mark Donaghy                      Date  
Executive Director, GDRTA

\_\_\_\_\_  
Glen Salyer                      Date  
President/BA, ATU Local 1385



## APPENDIX B

**Memorandum of Understanding**

## CERTIFICATION OF MAINTENANCE DEPARTMENT

The Authority and the Union desire a workforce that is proficient in its skill and has knowledge to operate safely.

For purposes of qualifying for positions in the Maintenance Department and Line Departments, the following procedure will be used:

Maintenance Department:

- A. Candidates who have demonstrated that they meet the minimum educational, experience and licensing requirements will be given the opportunity to advance by taking the national Occupational Competency Testing Institute (NOTCI) exam. The successful candidate must have a composite score of 64.79 or above to be considered for the position.
- B. Any candidate failing to pass the NOCTI exam must wait a minimum of six (6) months before reapplying for the position and retaking the NOCTI exam.
- C. For those already employed at RTA as Mechanics:
  - 1. ASE Certification will be used.
  - 2. RTA will pay for and make available the study manuals for the test.
  - 3. RTA will pay employees one time for the time required to take the ASE test and subsequent renewals.
  - 4. RTA will pay for the cost of the test itself.
  - 5. ASE study material and testing will be for medium/heavy duty trucks.
  - 6. For each two (2) certifications an employee passes, the employee will receive an additional fifteen (\$.15) cents per hour. Employee passing all seven (7) tests (gas engine test no longer required) will receive a total of seven-five (\$.75) cents per hour. All classifications, except the following, are eligible for the premium: line crew, buildings and grounds, janitors, utility cleaners and fuelers.
  - 7. To maintain the hour qualification premium, the employee must keep the ASE certification current.
  - 8. An employee passing one or more tests must present the certification documentation to the RTA Human Resources Department.

Line Shop:

Candidates who have demonstrated that they meet the minimum educational, experience and licensing requirements will be given the opportunity to advance by taking the ~~Electrical Line Workers Test (ELWT)~~ **Certification Test for Linemen** as administered by the Human Resources Department and graded by an independent third party. The successful candidate must score a minimum of 80% to be considered for the position.

Any candidate failing to pass the ~~ELWT~~ **Certification Test** must wait a minimum of six (6) months **and show proof of increasing knowledge level** before reapplying for the position and retaking the exam.

\_\_\_\_\_  
 Mark Donaghy                      Date  
 Executive Director, GDRTA

\_\_\_\_\_  
 Glen Salyer                      Date  
 President/BA, ATU Local 1385



**APPENDIX B**

**Memorandum of Understanding**

**GOVERNING INTERPRETATIONS**

**In furtherance of Article XXX, Section J, the Union agrees to provide the Authority with a copy of all existing Memoranda of Understanding.**

\_\_\_\_\_  
**Mark Donaghy** \_\_\_\_\_ **Date**  
**Executive Director, GDRTA**

\_\_\_\_\_  
**Claude J. Huff** \_\_\_\_\_ **Date**  
**President/BA, ATU Local 1385**



APPENDIX B

**Memorandum of Understanding**

**BI-ANNUAL PHYSICALS**

In an effort to ensure a safe and healthy workforce, the Authority and the Union agree to the implementation of DOT regulated Bi-annual physicals for all employees whose job requires that they possess a Commercial Driver License. ~~and/or employees who operate revenue service vehicles.~~

The Human Resources Department will be responsible for administering the policy. ~~Employees will be compensated for two (2) hours pay at straight time.~~ The cost of the physical will be borne by the Authority.

**The Authority will deduct a no-show fee via payroll deduction for any employee who fails to keep his/her scheduled appointment at the designated medical provider.**

\_\_\_\_\_  
Mark Donaghy                      Date  
Executive Director, GDRTA

\_\_\_\_\_  
Glen Salyer                      Date  
President/BA, ATU Local 1385



APPENDIX B

**Memorandum of Understanding**

FOLLOW-UP DRUG TESTING

Employees who have tested positive on the 1<sup>st</sup> occurrence and are mandated to participate in the follow-up testing program will pay the monthly cost of the follow-up test for the period specified by the SAP. Deductions will be paid by payroll deductions. The test results will remain the property of the RTA.

\_\_\_\_\_  
Mark Donaghy                      Date  
Executive Director, GDRTA

\_\_\_\_\_  
Glen Salyer                      Date  
President/BA, ATU Local 1385



APPENDIX B

**Memorandum of Understanding**

INSURABILITY

Any employee who accumulates more than six (6) points against his/her Driver's License will be suspended from duty without pay. If the points do not drop within twelve (12) months of the date that the employee reached more than six (6) points, the employee will be terminated.

The employee must notify the Authority within thirty (30) days of conviction for any traffic violations (except parking tickets while driving the employee's personal vehicles). Citations for traffic violations received while operating an Authority vehicle must be reported immediately.

The employee must notify his/her motor vehicle licensing agency within thirty (30) days if he/she is convicted in any other jurisdiction of any traffic violation (except parking). This is true no matter what type of vehicle the employee is driving.

The employee must notify the Authority if his/her license is suspended, revoked or cancelled, or if you are disqualified from driving.

\_\_\_\_\_  
Mark Donaghy                      Date  
Executive Director, GDRTA

\_\_\_\_\_  
Glen Salyer                      Date  
President/BA, ATU Local 1385



**APPENDIX B**

**Memorandum of Understanding**

**ARTICLE IV— SUBCONTRACTING**

~~In an effort to resolve the outstanding grievances related to this article and to address the industry changes affecting the current operating practices of the Authority, the parties agree as follows:~~

~~The Authority will, on a trial basis, return to the practice of rebuilding major components such as engines and transmissions in-house.~~

~~The union hereby recognizes the Authority's absolute right to procure parts and component systems as it deems in its best interest.~~

~~The parties will seek alternate work assignments, to the extent available, for any specialist negatively impacted by this change.~~

~~Should this compromise fail to resolve the matter, either party may, upon written notice to the other, seek to carry out the proposed remedy for the grievance # 20040812—Purchase of Reconditioned Engines.~~

\_\_\_\_\_  
**Mark Donaghy** \_\_\_\_\_ **Date**  
**Executive Director, GDRTA**

\_\_\_\_\_  
**Claude J. Huff** \_\_\_\_\_ **Date**  
**President/BA, ATU Local 1385**



APPENDIX B

**Memorandum of Understanding**

TRANSITIONAL RETURN TO WORK PROGRAM

The Authority shall have the right to implement a Transitional Return to Work Program of its design without further discussions or bargaining with the Union, provided that the terms of such program do not violate any of the provisions of the collective bargaining agreement.

\_\_\_\_\_  
Mark Donaghy                      Date  
Executive Director, GDRTA

\_\_\_\_\_  
Glen Salyer                      Date  
President/BA, ATU Local 1385



**MEMORANDUM OF UNDERSTANDING**

**The Authority shall have the right to transfer trolley shop employees into the diesel shop as the number of dual mode coaches are put in service and the number of the current ETI trolleys is reduced. The percentage of employees transferred will be at the discretion of the Authority and will be based on the ability to support both fleets. Once the number of in service ETI coaches drops below 10, the Authority shall have the right to transfer all trolley shop employees to the diesel shop. The transfer will start with delivery of the prototypes projected to start May, 2013 and will continue with each new delivery through 2016.**

**In order to ensure that a trained workforce is maintained, the Authority shall have the right to establish a training program addressing the new technology for the trolley and diesel shop employees.**

**FOR THE AUTHORITY:**

**FOR THE UNION:**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_



**In the event that GDRTA changes the plan structure during the life of the agreement, a new matrix will be available for the employees.**

GREATER DAYTON  
REGIONAL TRANSIT  
AUTHORITY

CARRIER	United Healthcare	
PLAN TYPE	Option 2	
	NETWORK	NON-NETWORK
DEDUCTIBLE	\$500 Ind / \$1500 Fam	\$2000 Ind / \$6000 Fam
TYPE	Embedded	Embedded
CO-INSURANCE	90/10%	80/20%
OUT-OF-POCKET <i>WITH DEDUCTIBLE</i>	\$1500 Ind / \$4500 Fam	\$5000 Ind / \$10,000 Fam
PHYSICIAN OFFICE VISITS	\$25 Co-Pay	Ded. & Co-Ins.
WELL CHILD ROUTINE PHYSICALS	\$25 Co-Pay	Ded. & Co-Ins.
ALLERGY INJECTIONS	Ded. & Co-Ins.	Ded. & Co-Ins.
Facility PROFESSIONAL SERVICES	Ded. & Co-Ins.	Ded. & Co-Ins.
INPATIENT HOSPITAL	Ded. & Co-Ins.	Ded. & Co-Ins.
OUTPATIENT FACILITY	Ded. & Co-Ins.	Ded. & Co-Ins.
OUTPATIENT OTHER SERVICES	Ded. & Co-Ins.	Ded & Co-Ins.
EMERGENCY ROOM	\$200 Co-Pay	Covered as Network
URGENT CARE	\$75 Co-Pay	Ded. & Co-Ins.
PRESCRIPTION DRUGS RETAIL	Tier 1: \$15 Tier 2: \$40 Tier 3: \$60	Tier 1: \$15 Tier 2: \$40 Tier 3: \$60 Then the difference between Non-network charges Not Covered
PRESCRIPTION DRUGS MAIL ORDER	Tier 1: \$30 Tier 2: \$80 Tier 3: \$120 90 day mail order	
LIFETIME MAX PER INDIVIDUAL	\$5,000,000	



- 1) This benefit description is intended to be a brief outline of benefits. Certain services may have limits on the number of visits, days or dollar amounts that will be covered.
- 2) Please refer to the Summary of Benefits/Certificate of Coverage for a complete listing of benefits. In the event of a conflict between this description and the group contract, the terms of the group contract will prevail
- 3) Final rates are conditions and are based on each carrier's underwriting guidelines (medical conditions, premium contribution requirements, census demographics, effective date, actual enrollment, participation and SIC code validation).
- 4) Rates include broker compensation



**MEMORANDUM OF UNDERSTANDING**

**Administration of the Absence Control Policy**

**With the exception of modifying the current Absence Control Policy to mirror the new positive discipline program, the Authority will continue to strictly enforce and continue administrating the current policy during the duration of this labor agreement. The Union's right to grieve the policy will be limited solely to the correct chargeability of the absence.**

**The RTA reserves the right to implement a new Absence Control Policy as prescribed in Article XI upon the expiration of this labor agreement.**

**FOR THE AUTHORITY:**

**FOR THE UNION:**

\_\_\_\_\_  
  
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\_\_\_\_\_



CERTIFICATE OF SERVICE

This Report was served upon the following persons by electronic mail on the 18<sup>th</sup> day of February, 2013:

SERB Email: [med@serb.state.oh.us](mailto:med@serb.state.oh.us)

Joseph S. Pass: [jsp@jpilaw.com](mailto:jsp@jpilaw.com)

Ronald Linville: [rlinville@bakerlaw.com](mailto:rlinville@bakerlaw.com)

/s/ \_\_\_\_\_

Mitchell B. Goldberg