

K# 28446

Collective Bargaining Agreement

Between The

Q566-02
10-607-02-0566

Greater Cleveland Regional Transit Authority

And

Amalgamated Transit Union, Local 268

STATE EMPLOYMENT
RELATIONS BOARD
2012 MAY 23 P 4: 52

Effective August 1, 2011 through July 31, 2014

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PART I
GENERAL PROVISIONS

PART I -- GENERAL PROVISIONS

These Conditions of Employment constitute the agreement by and between the Greater Cleveland Regional Transit Authority (hereinafter "Authority") and the Amalgamated Transit Union Local 268 (hereinafter the "Union") covering employees of the Authority represented by this Union.

Article 1. Preamble

Section 1. This agreement is entered into by and between the Greater Cleveland Regional Transit Authority and the Amalgamated Transit Union, Local 268. Both parties to this Agreement commit to cordial relations and cooperation in solving the problems of the Authority as well as the members of the Union. Both parties agree to be fair and just in all their dealings.

Section 2. The purpose of this agreement is to mutually establish the terms and conditions of employment and the rights and responsibilities of the parties to the agreement. Furthermore, it is the intent of this agreement to engender a spirit of cooperation, to pursue employee involvement and continuous improvements in service and product, and to establish harmonious relationships between the parties in order to serve our mutual goal of cost-effective, safe and reliable transportation to the public.

Section 3. Cooperation and involvement efforts require the sharing of relevant information concerning the condition and direction of the Authority. Upon written request, Union Officers shall be furnished relevant financial information, proposed business plans and other materials, which are important for understanding the Authority's current position and future plans. The parties recognize and accept their responsibility to work to improve the economic performance of the Authority in ways that serve the interests of customers, employees, and the general public.

Section 4. The parties to this agreement recognize that it is in their common interest to promote the positive image of the Greater Cleveland Regional Transit Authority. To that end, both sides agree that all employees, while in the course and scope of their duties and/or while in uniform, or otherwise representing themselves as an Authority spokesperson, will conduct themselves in a professional and respectful manner in an effort to advance the goals and objectives of the Authority, and provide "Quality Service: to Every Customer, Every Day."

Article 2. Purpose of Provisions

The purposes of these Conditions are: to assure efficient, effective and dependable transit service to the public; to provide the employees with working conditions as good as may be reasonably possible; to protect the interests of the Authority and the public; to provide a procedure for adjusting grievances or disputes arising from or pertaining to employment at the Authority; to prescribe the wage rates and working conditions for employees to whom these Conditions are applicable; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the Authority, the Union and the employees.

Article 3. Recognition

Section 1. The Authority recognizes the Amalgamated Transit Union Local 268 as the exclusive collective bargaining representative for all bargaining unit employees in Grades 1-6.

Section 2. For the purposes of discussing and conferring with respect to any matter which concerns the Authority-employee relationship but subject to such other conditions, rules and provisions of

law as may be properly applicable thereto, the Board of Trustees, or its representatives duly authorized in the premises, will meet with such persons associated with Local 268 of the Amalgamated Transit Union, as may be duly designated by such Local 268 to act upon behalf of those employees of the Authority who have completed the probationary period, as described by the Merit System Rules, and whose occupations are in Grades 1-6.

Section 3. In the event new State legislation is enacted during the term of this agreement, which permits the imposition of mandatory union membership, the Authority and Local 268 will negotiate and implement a union security provision, which is consistent with such legislation.

Article 4. Gender Clause

As used herein, whenever "he" or "his" or their related pronouns appear, they have been used for literary purposes and are meant in their generic sense to include both female and male.

Article 5. Employees' Representatives Pension, Pay and Benefits

Section 1. The Authority shall carry on the office payroll, at salaries as specified by the Union, the President of Local 268, the Financial Secretary-Treasurer, and the Assistant Business Agent Operations, and the Assistant Business Agent Non-Operations.

Section 2. The Authority shall deduct such amounts from funds collected from Local 268, as union dues, sufficient to reimburse the Authority for the above mentioned salaries; the Authority's contributions to Social Security, if applicable, and to Medicare and to the Public Employees' Retirement System; and the Authority's and employees' costs for hospital-medical-surgical, prescription drug, dental, vision, health and accident, life and any other insurance or other employee benefits.

Article 6. Restoration of Employees' Representatives

Any employee elected or appointed to an office in Local 268 of the Amalgamated Transit Union or in the International Amalgamated Transit Union upon leaving from said office, shall be placed in his/her former employment or in an equivalent position with the Authority.

Article 7. Union Check Off

Section 1. From the pay of each employee who, in writing, authorizes and directs the Board of Trustees so to do, the Authority, on the first pay day of each month, will deduct such a sum for Union dues and assessments as the employee authorizes, directs and assigns. Such assignment shall be effective for the duration of this Agreement and may only be revoked by the employee by giving no more than sixty (60) days and no less than thirty (30) days notice in writing prior to the expiration of this Agreement. The Authority will accept any such assignment, and will forward the amount thus deducted to Local 268 of Amalgamated Transit Union or to the designee of said Local 268 provided, however, that the amount assigned and deducted shall be only for dues and assessments payable to said Local 268 by said employee-members. After making the deduction assigned, authorized and directed as provided for in the preceding paragraph, the Authority will forward the sums thus deducted to the assignee indicated within four (4) days after the pay day upon which the deduction is authorized and directed to be made.

Section 2. Any employee who elects not to join the Union shall pay an agency fee as a condition of employment.

Section 3. The agency fee shall be equal to the dues and general assessments paid by Union members.

Section 4. The Authority shall deduct and forward the agency fees in accordance with Section 1 of this Article.

Section 5. In a mutually agreed upon manner, the Authority shall notify the Union's Financial Secretary, when it removes or returns an employee from or to its payroll, or when an employee's union dues are suspended or restored.

Article 8. Continuity of Service to the Public

During the effective term of these Conditions and pending settlement of any dispute over demands or requests for changes in these Conditions, the Authority shall not cause or permit any lockout of its employees, and neither the employees nor their representatives shall call, sanction, assist or engage in any strike, slow-down or stoppage of work, operations or service of the Authority, or in any manner sanction, assist or engage in any restriction or limitation of the work, operations or service of the Authority.

Article 9. Grievance Procedure

Section 1. Any employee to whom this Collective Bargaining Agreement is applicable to, who feels aggrieved because he has been discharged or suspended by the Authority, or because of what he believes is a misapplication or misconstruction of the terms or intent of the Conditions of Employment herein provided for may proceed in the following manner (unless any step is waived by mutual consent), provided that orders of authorized representatives of the Authority shall be complied with while carrying out the grievance procedure. The Union agrees to respond in writing to management requests to waive grievances to the next step. Timelines will not continue to toll on management while management waits for a response from the ATU. The ATU shall respond in writing to requests for waivers within 10 days.

Section 2. The Authority and the Union agree that time is of the essence in resolving grievances and disputes. The Authority and the Union further agree that the failure of either party to conform to the time limitations set forth in Part I, Article 9 shall be construed as an admission that the failing party does not have a valid and legitimate position, and the grievance shall be forfeited in favor of the other party, unless the time limitation is extended by mutual written agreement. Time limits set forth in this Article shall exclude Saturday, Sunday and holidays.

Section 3. Grievance Procedure:

Step 1. Any bargaining unit employee may file a written grievance personally or through a representative of the Amalgamated Transit Union, Local 268. If a bargaining unit employee files a grievance personally, they may present the grievance and have it adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment. It is further understood that RTA agrees not to enter into any other agreement or contract, written or oral, with its bargaining unit employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The grievance shall be presented in writing on a mutually agreed upon Form to the employee's Director within ten (10) days of the event that is the source of the grievance. Such written grievance shall set forth specifically the alleged facts, act or failure to act giving rise to the grievance as well as the specific Article and Section of the Conditions of Employment alleged to have been violated by the Authority. Every effort shall be made to settle grievances at Step 1. The Authority shall provide a copy of the disciplinary form to the Union in

the event of any filed grievances or at the request of the Union. After receiving a written request for a grievance, the Director shall have ten (10) days to notify the Union of the time and place of a hearing to be held. The Director shall notify the employee or his representative of the decision within fifteen (15) days of the hearing.

Step 2. Appeal from the decision of the District Director or Department Head or his/her designee shall be made in writing to the Deputy General Manager or his designee no later than ten (10) days after notice of the decision by the District Director or Department Head or his assistant. The Deputy General Manager or his designee shall hold a hearing and/ or issue a written decision within twenty (20) days after the appeal is received.

Step 3. Appeal from the decision of the Deputy General Manager or their designee may be made to the CEO/ General Manager as delegated to the Director of Labor and Employee Relations or his designee within ten (10) days of the date upon which notification has been given of the decision of the Third Step Hearing Officer. The Director of Labor and Employee Relations or his designee will conduct a monthly grievance meeting in order to hear all grievances filed within the previous month at his Step. This meeting will be conducted the first Tuesday of each month and the 4th Step Hearing Officer will render a decision in writing within 25 days.

Article 10. Arbitration

Section 1. Any dispute, claim, grievance, or difference between any employee or employees of the Authority who have chosen to be represented with respect thereto by Local 268 of the Amalgamated Transit Union on the one hand and the management of the Authority on the other hand which may arise out of, or relate to, any condition of employment contained herein, at the request of either party to any such dispute, claim, grievance or difference shall be submitted to arbitration for consideration and determination. The request for arbitration must be made within forty-five (45) days following receipt of the Step 4 response.

A. The request that the matter be referred to arbitration shall not be made until such employee or employees or the representative of such employee or employees and the management shall have conferred with respect thereto and have attempted to settle and resolve the matter over a period of at least ten (10) days, prior to such request, and in the case of a grievance, not until the several steps provided for in the grievance procedure have been complied with.

B. Such dispute, claim, grievance or difference shall be concerned with one or more of the following matters:

(1) The interpretation, construction, applicability or intent of any condition of employment set forth herein.

(2) Demands on behalf of the employees or the management for changes in the conditions of employment.

(3) A determination as to whether a particular matter is, or is not, a grievance, subject to the procedure provided for in Article 9, thereof.

(4) A determination as to whether or not a particular alleged difference, dispute, claim, or grievance is properly referable to an arbitration committee.

Section 2. Disputes arising between the Authority and any employee or between the Authority and the Union, which cannot be settled by the Authority and the employee or the Union within the prescribed time contained in the Agreement, may be referred by the Authority or Union to arbitration for consideration and determination.

Section 3. Upon notice, in writing, served by the Union on the Director, Labor & Employee Relations, to refer the dispute to arbitration, the parties shall select an arbitrator. The GCRTA and the ATU agree to establish a panel of seven (7) arbitrators. The parties agree to meet within thirty (30) days of the signing of the contract to mutually agree on a process to select the seven (7) arbitrators. The arbitrators would be rotated after each arbitration hearing unless otherwise mutually agreed upon. The GCRTA and the ATU agree that this process would continue through July 31, 2014. The parties agree to discuss the continuation of this process during the next negotiation process. Should the parties mutually agree to end the panel process prior to July 31, 2014, the parties will return to the following process. Should the parties be unable to agree upon the appointment of an arbitrator within five (5) days, they shall endeavor to agree upon a method by which the arbitrator shall be appointed, and failing such agreement either party may request a list of arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to furnish a list of arbitrators who are currently available to serve from which the arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination, and, thereafter, each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the arbitrator. The decision of the arbitrator shall be final, binding, and conclusive. The salaries and expenses of the arbitrator shall be paid equally by the parties to the proceeding, and all other salaries and expenses shall be paid by the party incurring them. In the event a scheduled arbitration hearing date is continued or cancelled for any reason other than settlement of the case or mutual agreement between the Union's President/Business Agent and the Authority's designated representative, the party responsible for the cancellation or continuance will pay any cancellation fee assessed by the arbitrator. All requests for a continuance or cancellation shall be served in writing to the opposing party.

Section 4. The Arbitrator's decision shall be binding on the parties except that the Arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement. Unless mutually agreed otherwise, the parties shall submit their post-hearing briefs to the arbitrator within thirty (30) calendar days of the close of the hearing and the arbitrator shall render a decision within thirty (30) calendar days from the date of submission of the post-hearing briefs, or the closing statements of the parties, whichever is applicable.

Article 11. Management Rights

Section 1. Unless the Authority agrees otherwise, nothing in this Agreement impairs the right and responsibility of the Authority to:

- (1) Determine matters of inherent management supervision and control of the Authority;
- (2) Direct the working forces;
- (3) Direct the types of vehicles;
- (4) Direct the routes and schedules of service;

- (5) Maintain discipline and efficiency based on just cause;
- (6) Determine the hire, transfer, promotion, and demotion of employees based on just cause;
- (7) Determine the minimum qualifications of any and all positions;

Section 2. The employer is not required to bargain on subjects reserved to management except as they are subject to such limitations thereon as are lawfully set forth elsewhere in these conditions.

Article 12. Discipline

Section 1. Violations of rules and regulations necessary to effect adequate and efficient operation in the public interest will constitute just cause for discipline or discharge. Employees or their representatives shall not attempt to interfere with or limit the Authority in the discipline or discharge of employees for just cause. However, any employee disciplined or discharged may present a grievance pursuant to the Grievance Procedure herein set forth, to question whether he/she has been disciplined or discharged for just cause.

Section 2. Any discipline imposed for dishonesty, the use and/or possession of drugs and/or narcotics for which the possession could be charged with a criminal offense, habitual intoxication, however induced, or for working while under the influence of liquor or any other substance which impairs the ability to perform assigned duties, if proved to the satisfaction of representatives of the Authority and the employee, shall not be subject to appeal beyond Step 2 of the Grievance Procedure as herein set forth.

Section 3. Except in cases in which an employee is charged with a major offense or serious infraction of an Authority rule (such as a charge involving, but not limited to, a potential damage or danger to employees, equipment, passengers or other persons, gross insubordination, alcohol, drugs, narcotics, dishonesty, etc.) when an employees disciplinary action, "days off" penalties will not be effective until the grievance has been heard at the third step of the Grievance Procedure, unless the matter is resolved at the first or second step of the Grievance Procedure.

Section 4. No citizen complaint against any operator will be recorded and placed in his/her personnel file until the operator is given notice of and an opportunity to examine the same and provided the opportunity to respond thereto, orally or in writing. Should, the operator be required to respond in writing during a time when he/she is not otherwise compensated, he/she shall be paid 15 minutes. Citizen complaints of up to one year from the date of the last offense will be considered when reviewing an employee's record for disciplinary purposes.

Section 5. When reviewing any employee's record for purposes of imposing discipline, disciplinary reports over three (3) years old should not be considered.

Article 13. Layoff Procedure

Section 1. Definition. Layoff means an involuntary separation of an employee whose record of service has been satisfactory.

Section 2. Causes for Layoff. An employee may be laid off for the following reasons:

- A. Return of an employee or a former employee entitled to the position under the Merit System Rules;
- B. Reduction of working forces;
- C. Discontinuance of a position;
- D. Demotion of another employee from a higher grade; and
- E. The transfer of an employee from a classification of higher rate.

Section 3. Procedure for Layoff. No permanent employee shall be laid off while any temporary employee, other than a cooperative student, is retained in the same classification in the same organizational unit. Nor shall any layoff be affected or influenced by politics, religion, sex or race. When possible, employees shall be transferred or demoted rather than laid off.

Layoffs shall be made in a particular classification in the inverse order of system seniority of the employees holding positions in that classification except that operators and trainmen shall, for the purpose of the application of this rule, be considered as being in the same classification. The ATU recognizes the Authority's right to layoff employees as a management right. The Authority agrees to meet and discuss with the ATU how impacted employees would be laid off, transferred or demoted.

Section 4. Notice of Layoff. Employees shall be given notice of a layoff stating the reasons therefore and the effective date. Such notice shall be given at least ten (10) days prior to the effective date, if practicable.

Section 5. Restoration of Employees Who Have Been Laid Off. When more than one employee has been laid off in any classification, restoration shall be in the inverse order of the layoff, except where the vacancy to be filled is in a position requiring particular qualification or experience, which qualifications and experience the person who would otherwise be entitled to restoration does not have.

If a person entitled to restoration cannot readily be located at the time of the vacancy occurs, his name may be passed and the position offered to another person on the restoration list.

Article 14. Vacations

Section 1. Eligibility - All full-time employees who have completed one (1) year of continuous service with the Authority will be eligible for a paid vacation. The vacation received in any calendar year shall be based on the number of years of service of the employee with the Authority and on the number of days worked by the employee in the previous calendar year. For purposes of determining vacation eligibility only, holidays and vacation days shall be considered as days worked.

Section 2. Provided the employee has worked in excess of 1,424 hours in the previous calendar year, his/her vacation shall be as follows:

With one year of continuous service:	40 hours
With two years of continuous service:	80 hours
With five years of continuous service:	120 hours
With thirteen years of continuous service:	160 hours
With twenty-one years of continuous service:	200 hours
After thirty years of continuous service:	240 hours

Section 3. Provided the employee has worked 1,424 hours or less in the previous calendar year, the number of days of his/her vacation shall be reduced by the following percentage amount:

Less than 1,424 hours and more than 1,176 hours:	20%
Less than 1,175 hours and more than 944 hours:	40%
Less than 943 hours and more than 712 hours:	60%
Less than 711 hours and more than 480 hours:	80%

Employees who have worked 480 hours or less in the previous calendar year shall receive no vacation.

Section 4. Vacation wage shall be paid on a pro rata basis to employees who resign prior to their vacation provided they give two weeks notice and employees who are discharged shall be eligible for a pro rata payment of vacation wage after completion of the grievance procedure.

Section 5. An employee who dies during any calendar year shall receive for the benefit of his/her surviving spouse or legal representative, compensation for a vacation for that year in accordance with the above schedule calculated to his/her date of death in addition to compensation for any unused vacation for the previous calendar year.

Section 6. An employee who retires on pension during any calendar year shall receive a vacation for that year in accordance with the above schedule calculated to his/her date of retirement.

Section 7. Time of Vacation - The period when vacations may be taken shall be determined by the Authority. No vacation shall be started before the first anniversary of employment with the Authority, except in cases of operating department employees hired during December, who may pick vacations in the month of November of the following calendar year.

Section 8. Bus or rail operators who have transferred either temporarily or permanently to a miscellaneous department, and miscellaneous employees working part-time in the Transportation Department, shall pick vacations with the miscellaneous departments where they will be paid the vacation pay applicable in those departments.

Section 9. Employees eligible for paid vacation days may elect, at the time of the vacation pick, to set aside 80 hours of vacation to be used in single day increments. All employees electing single-day vacations shall be required to schedule individual days at the time of the annual vacation pick. Scheduled days may be changed for personal reasons at the request of the employee subject to approval by the employee's immediate supervisor, provided that such approval shall not be unreasonably withheld. Such requests should be made at least three (3) days in advance when possible.

Section 10. Vacation Pay - Vacation pay shall be computed as follows:

A. Vacation hours to be paid for all hourly paid employees shall be computed by multiplying the number of days of vacation to which the employee is entitled by eight (8) straight time hours for a 5 day/8 hour week or 10 hours for a 4 day/10 hour week.

B. When a paid holiday that the employee would have normally received falls in the vacation period, an additional eight (8) hours shall be included in the computation of vacation pay for hourly and day-rated employees whose work week is 5/8's or 4/10's. For other hourly and day-rated employees, the holiday pay shall be a number of hours equal to their normal workday. Salaried employees shall receive an additional day of vacation.

Section 11. The hourly rate of vacation pay for regular bus and rail operators shall be the employee's current straight-time rate for the type of scheduled work in the weekday run for the first weekday of the vacation. If the weekday run picked to be worked on this date includes both one-person and two-person operation, the hourly rate of vacation pay shall be based upon the proportionate hours of one-person and two-person scheduled pay time in such scheduled run.

The rate for extra persons shall be:

A. At districts where there is only one-person operation, the employee's current straight time one-person rate shall be paid, and;

B. At districts where both one-person and two-person lines are operated, an average of the employee's current straight time bus or rail operator's rate shall be paid to an extra person. An employee's current straight time rail operator rate shall be paid to an extra person who is qualified only as a motorman and conductor.

Section 12. Current rates of pay shall apply during vacations. However, in miscellaneous departments where employees simultaneously hold more than one classification and work at more than one rate, if one rate is used sixty percent (60%) or more of the time, that hourly rate shall prevail. If the work at the different rates is approximately evenly divided, the average rate shall be used.

Section 13. Salaried employees shall be granted vacations the length of which shall be equivalent to the vacations to which hourly rated employees are entitled under paragraph one of this Article. Their vacation pay shall be their basic straight time pay for the vacation period.

Section 14. Banked Vacation - Employees entitled to 120 hours of vacation must take at least 80 hours as actual vacation in any one year. In addition, they may elect to bank a maximum of 40 hours per year. Employees entitled to 160 hours or more vacation may elect to bank up to a maximum of 80 hours per year. The maximum amount of vacation that may be banked shall be 400 hours.

Banked vacation, when taken, will be paid for at the employee's rate in effect at the time the employee was originally eligible to take such vacation. Effective with vacations taken on or after July 1, 1999, employees who use banked vacation shall take such vacation on a first-in, first-out basis.

An employee must declare his/her intent to bank vacation or to use banked vacation weeks before the posting of the vacation pick and no later than November 1.

In the event of an imminent layoff in any job classification(s), employees in such classification(s) must use their banked vacations as directed by management, and the practice of banking vacation weeks will be temporarily suspended for such classification(s).

Any employee who resigns or is discharged prior to taking banked vacation weeks only will receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks. Employees who retire may, at their option, take accumulated vacation prior to their retirement date or receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the vacation was earned.

In case of death of an employee prior to taking banked vacation weeks, a cash payment for such weeks based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks will be paid to the employee's surviving spouse or legal beneficiary.

Section 15. Bus and rail operators Grade 4 shall pick vacation in accordance with their district seniority. Bus and rail supervisors Grades 5 and 6 shall pick vacation in accordance with their system seniority. Employees in all other departments shall continue to pick vacation in accordance with their district, system or classification seniority consistent with the department practice in effect as of the date of this agreement.

Article 15. Holidays

Section 1. All employees shall receive holiday pay for the following holidays:

January 1 st	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	December 24 th
Memorial Day	December 25 th
July 4 th	Employee's birthday

All employees who have completed their probationary period shall receive holiday pay for two (2) personal holidays each year. The observance of Presidents Day shall be on the third (3rd) Monday of February, the observance of Memorial Day shall be on the last Monday in May, and the observance of Labor Day shall be on the (1st) Monday following the first Sunday in September. The observance of the employee's two (2) personal holidays shall be mutually agreed to by the employee and his/her supervisor five (5) days in advance and scheduled so as not to interfere with the normal operations of the Authority. The Authority shall be required, however, to allow no less than three (3) employees at each district the same day off if requested. Such personal holidays shall not be observed on the same day as any of the aforementioned holidays. Such holiday pay shall be eight (8) hours at the employee's respective straight time rate. Personal holidays must be used within the year granted or they shall be lost.

Section 2. If any employee is required to work on any of these six (6) legal holidays: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or on the employee's birthday, the employee shall be paid time and one-half for such work without prejudice to the right to receive his/her holiday pay in full.

Section 3. If a holiday falls on Sunday, it shall be observed on the following Monday. However, those employees that work on Sunday, for the six legal holidays identified in Section 2, will be paid time and a half for the hours worked. All eligible employees will receive the eight (8) hours of holiday pay on the Monday and any worked hours would be paid at straight time, unless otherwise provided herein. If a holiday falls on Saturday, it shall be observed on Friday. However, those employees that work on Saturday, for the six legal holidays identified in Section 2, will be paid time and a half for the hours worked. All eligible employees will receive the eight (8) hours of holiday pay on the preceding Friday and any worked hours would be paid at straight time, unless otherwise provided herein.

Section 4. Holiday allowances will not be paid to an employee who does not work the last day he/she is scheduled to work preceding the holiday and the day he/she is scheduled to work following the holiday, or to an employee scheduled to work on a holiday who does not work, except an employee will be excused for non-performance of work if caused by death in his/her immediate family. "Immediate family," for the purpose of this provision, shall mean: husband, wife, father, mother, stepfather, stepmother, son, daughter, brother, sister, father-in-law, or mother-in-law.

Article 16. Free Transportation

Free transportation on an Authority revenue vehicle shall be provided to all employees and retirees of the Authority, for use only by such employees and retirees.

Article 17. Benefits

Section 1. A group health insurance plan shall be available to employees of the Authority at the end of six (6) months of consecutive service provided they are then actively at work.

Section 2. The Authority shall provide the following health care and related employee benefits for eligible employees and dependents, where applicable.

A. Life Insurance

The Authority shall provide a life insurance policy for full-time employees in the amount of \$36,000.00. Employees also may purchase additional life insurance at the group rate provided that an insurance provider offers such option. The Authority shall make reasonable efforts to obtain that option.

The Authority agrees to increase the term life insurance as follows:

July 1, 2007	\$37,000
July 1, 2008	\$38,000
July 1, 2009	\$39,000

B. Short Term Disability

The Authority shall provide non-occupational short-term disability benefits for full-time employees for a maximum of twenty-six (26) weeks in the following amounts.

Effective January 1, 2006, the benefit amounts will be:

<u>Grade</u>	<u>Per Week</u>	<u>Per Scheduled Work Day</u>
1	\$229.00	\$45.80
2	\$234.00	\$46.80
3	\$239.00	\$47.80
4	\$244.00	\$48.80
5	\$249.00	\$49.80
6	\$254.00	\$50.80

Effective January 1, 2007, the benefits amounts will be increased to:

<u>Grade</u>	<u>Per Week</u>	<u>Per Scheduled Work Day</u>
1	\$239.00	\$47.80
2	\$244.00	\$48.80
3	\$249.00	\$49.80
4	\$254.00	\$50.80
5	\$259.00	\$51.80
6	\$264.00	\$52.80

Effective January 1, 2008, the benefit amounts will be increased to:

<u>Grade</u>	<u>Per Week</u>	<u>Per Scheduled Work Day</u>
1	\$249.00	\$49.80
2	\$254.00	\$50.80
3	\$259.00	\$51.80
4	\$264.00	\$52.80
5	\$269.00	\$53.80

6	\$274.00	\$54.80
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Effective January 1, 2009, the benefit amounts will be increased to:

<u>Grade</u>	<u>Per Week</u>	<u>Per Scheduled Work Day</u>
1	\$259.00	\$51.80
2	\$264.00	\$52.80
3	\$269.00	\$53.80
4	\$274.00	\$54.80
5	\$279.00	\$55.80
6	\$284.00	\$56.80

Except as noted below, when an employee has been certified as being sick and unable to pursue his/her employment with the Authority by a physician who has attended the employee within the first three (3) days and by reason thereof, is off duty four (4) days or more, then and in that event, he/she shall be paid sick benefits in the amount provided in the insurance plan, beginning with the fourth (4th) day of such sickness and incapacity to work. If an employee becomes hospitalized before the fourth (4th) day of such sickness, he/she shall be paid benefits from the first day of such hospitalization. If an employee becomes incapacitated to work by reason of a non-occupational accident, benefits shall be paid from the first day of such incapacity to work. Employees making claim for such benefits shall at all times be subject to examination by a physician selected by the Authority or the insurance company and no payments shall be made to employees for any period for which such physician will not certify.

Payment shall be made subject to the terms of the STD plan. Payments shall be made on the STD policy only where the claim is filed within ten (10) days of the last day the employee worked. If such claim is not made within said ten (10) days, payments shall be made only for the time subsequent to the time of making the claim. Salaried employees retained on the payroll on any voluntary wage continuation program shall not receive benefits on the STD insurance policy for any period of time they are so retained on such salary continuation program. Payment shall not be made under the STD plan for any period of time an employee is receiving Public Employees' Retirement System (PERS), Social Security, or Workers' Compensation benefits, or for any period of time an employee is receiving vacation pay provided the employee is given the option of taking his/her vacation at a future open date on the vacation schedule. Payments shall be made by the Authority on Workers' Compensation claims in sums equal to the amounts and for the number of weeks above set forth.

C. Sick Benefits

All hourly-paid employees shall accrue paid sick leave at the rate of 40 hours per year. This accrual will be earned on the basis of 1,538 hours per payroll period. Unused sick leave may be accumulated up to a maximum of 520 hours. Paid sick leave shall commence with the first scheduled work day, or fraction thereof, lost due to non-occupational illness or injury (i.e., Workers' Compensation benefits do not apply), provided that fractional days of sick leave shall be charged to an individual's account in full hourly increments. In the event sick benefits are payable under the existing Article 17B, fractional days of sick leave are to be paid to supplement such sick benefits to the extent required to make up eight (8) hours pay. The sick leave payment will be made at the employee's regular rate of pay for the compensable work-days involved. Any unused accumulation of sick leave shall be canceled upon termination of employment for any reason. Except that, effective November 14, 1998, employees shall have the option of cashing-out unused sick leave upon retirement. Such cash-out shall be limited to one

hour of pay for each four hours of accumulated sick leave in excess of 200 hours up to a maximum of 80 hours of pay.

Effective January 1, 1995, salaried employees will be placed on the hourly employees sick leave accrual of 40 hours per year. The salary continuation balances such employees have as of November 8, 1994, will remain intact and will be available for use by the employees as needed.

D. Extended Illness or Injury

Employees absent because of illness or injury shall continue to receive benefits, accrue seniority and have their reemployment rights preserved for up to one year following the date of illness or injury. Provided, however, that the benefits will be discontinued if/when the employee fails to remit the applicable employee premium contribution as required under section 3 (D), below.

If an employee is terminated for violation of the long-term absence provision of the Authority's Attendance Policy, the Authority would consider the employee, prior to an external candidate, for another job posting under the following conditions:

- The person must be qualified to perform the work
- The person's work record is still subject to the merit certification standards
- This preference over external candidates shall continue for one year after the date of the six-month Administrative Separation.

E. Pensioners' Life Insurance

All employees will receive a \$1,500 life insurance benefit upon retirement. The Authority agrees to increase the life insurance benefit as follows:

Effective July 1, 2007	\$2,000
Effective July 1, 2008	\$2,500
Effective July 1, 2009	\$3,000

Section 3. Health Care Benefits.

A. The Authority will continue to provide a level of benefits comparable to those now in effect for the duration of this Agreement.

B. The health care plans include but are not limited to: hospital, medical, surgical, vision, dental and prescription drugs. Employees shall contribute by direct payroll deduction toward the monthly premium cost of the plan elected as set forth below.

C. An employee eligible for health care coverage is defined as a full-time employee covered by these Conditions who has completed a probationary period of six months. Benefits under this provision shall become effective on the first day of the month following the completion of the probationary period. An eligible employee and that employee's dependent(s) shall not be covered under more than one plan of health care benefits offered by the Authority.

D. Effective January 1, 2013, the required health care contribution for plans in effect will be 86% by the Authority and 14% by the employee. Premiums will be shared based on those with employee coverage, employee plus one dependent, employee plus two dependents and family.

- Effective January 1, 2013 the following plan designs will be added: Office visit co-pay \$10 (waived for an annual physical)
- Urgent Care co-pay \$25
- Emergency Room co-pay \$100 (Waived if admitted to the hospital)
- Prescription co-pays will be based on a three-tiered plan. Generic benefits will be \$5 for a 30 day supply, \$10 for preferred, and \$20 for non-preferred. Mail order maintenance prescription co-pays will be the cost of a 60-day supply for a 90-day supply.

Employees may reduce their monthly contribution up to 2% each year by:

1. being a verified non-tobacco user (non-nicotine) and documented to Human Resources by December 1 each year – 1% employee premium reduction. Any nicotine test completed by or through the Authority shall be limited to testing only for nicotine use and no other drugs.
2. documenting to HR the completion of a Health Risk Assessment (HRA) for self and spouse (if applicable) and an annual physical examination for self and each eligible dependent prior to December 1, each year (no extension will be provided for employees to complete the HRA or physical) – 1% employee premium reduction.
3. Newly hired employees that complete their 6-month probationary period and apply for healthcare benefits will have 90-day calendar days to complete the HRA and annual physical for self and applicable dependents. After the 90 day period and verification of applicable physicals, HRA's, and non-nicotine use, the employees would be eligible for each of the 1% premium reductions.

E. Plan enrollments shall be on a calendar year basis.

F. The Authority will contribute \$65.00 per month towards the cost of single or family coverage for part-time employees unless they indicate in writing that they are not regularly available to work 30 hours per week. The employee can apply the \$65.00 towards any health care plan provided by the Authority and selected by the employee. The part-time employee and his/her dependents must meet all eligibility and other requirements as specified for all Authority employees covered under its plans in accordance to Article II, Section 20.

G. The Authority shall pay \$3.00 per month toward the premium paid by each pensioner for any medical plan under the group plan. Retirees who are entitled to receive this payment shall be paid in a lump sum the actuarial equivalent of the \$3.00 per month payment. If there is a dispute over the amount of the lump sum settlement, it shall be submitted to arbitration pursuant to Part I, Article 10, before the payment is made.

Section 4. A health care committee with an equal number of Authority and Union representatives shall be established to discuss the implementation of cost containment options, such as second opinions for surgical procedures.

Article 18. Bereavement Pay

Section 1. Non-probationary, full-time employees absent from work because of the death of the employee's spouse, son, daughter, father, mother, stepfather, stepmother, brother, sister, father-in-law, or mother-in-law, stepson, or stepdaughter, shall be entitled to receive payment for three (3) days, based on the employee's current hourly rate for eight (8) hours, provided such days of absence were regularly scheduled work days for the employee. The death of a grandparent shall entitle the eligible employee to receive one (1) day bereavement pay. Such days shall be taken consecutively and include the day of the funeral.

Section 2. It is understood that bereavement leave must be completed within ten (10) days after the date of death of a member of the immediate family. It is further understood that bereavement pay shall not be paid for any period of time that an employee is receiving vacation pay or holiday pay. Employees may be required to furnish proof of relationship to the deceased. No employee shall be required to submit an overtime sheet.

Article 19. Pensions

Section 1. The Greater Cleveland Regional Transit Authority and its contributing employees shall participate in the current service pension plan of the State of Ohio, known as the Public Employees' Retirement System. The Board of Trustees assumes and agrees to pay those of its employees, entitled to any prior service credit, as defined in the Public Employees' Retirement Act of the State of Ohio, such pension for such prior service credit as such employees would be entitled to receive under the provisions of such Act. (This provision applies to employment with certain public Authority's for service rendered prior to January 1, 1935). Effective August 1, 1974, the Greater Cleveland Regional Transit Authority will reimburse such employees who were employees of the Cleveland Railway Company at the time they entered military service and who are eligible to purchase service credit by reason of having been on active duty as a member of the armed forces of the United States for monies paid to the Public Employees' Retirement System, by said employees in the purchase of said service credit from the Public Employees' Retirement System. The Greater Cleveland Regional Transit Authority further agrees to pay for any service credit of said employees for that military service in excess of three (3) years. The Authority shall have the right to offer to pay pension benefits arising from "Prior Service Credit" in a lump sum instead of on a monthly basis.

Section 2. In addition, there shall be established and maintained a pension plan for years of service with the Cleveland Railway Company and its predecessor transportation utility companies prior to April 28, 1942, in accordance with the following provisions:

- A. Any and all pensions hereinafter provided for shall be paid from a fund, which shall be called the Greater Cleveland Regional Transit Authority Pension Fund.
- B. Subject to the conditions herein set forth, the pension shall be payable to employees of the Greater Cleveland Regional Transit Authority, who, prior to April 28, 1942, were employed by the Cleveland Railway Company in the operation of the mass transportation system acquired by the City of Cleveland.
- C. The amount of annual pension payable from the Greater Cleveland Regional Transit Authority Pension Fund for the years of service prior to April 28, 1942, to any employee retiring on pension, who has arrived at age sixty (60) or who has thirty-five (35) or more years of service at the date of retirement, shall be three

dollars and thirty-three cents (\$3.33) per month for each year of service of such employee with the Cleveland Railway Company, or its predecessor transportation utility companies, rendered prior to April 28, 1942, subject, however, to the following conditions and limitations:

- (1) For fractional parts of a year, the pension shall be one-twelfth (1/12) of the annual rate for each full month of such service. No amount shall be paid if the amount payable hereunder is not in excess of one dollar (\$1.00) per month.
- (2) From such sum, the amount paid by the Metropolitan Insurance Company under the Metropolitan Pension Plan shall be deducted.
- (3) Social Security Benefits shall be deducted provided service with the Greater Cleveland Regional Transit Authority, the Cleveland Transit System, and the Cleveland Railway Company is, or will be, sufficient to qualify for Social Security Benefits.
- (4) In addition, there shall be added the sum of fifteen dollars (\$15.00) per month.

D. Subject to the conditions and limitation contained in the other sub-Articles hereof, a pension shall be paid from the Greater Cleveland Regional Transit Authority Pension Fund for the years of service prior to April 28, 1942, to any employee retiring with twenty-five (25) or more years of service, but less than thirty-five (35) years of service who are age fifty-five (55) or more but less than age sixty (60) or each year of service under thirty-five, whichever percentage calculation is the least reduction.

E. The Board of Trustees shall cause to be contributed to the said Greater Cleveland Regional Transit Authority Pension Fund each year upon a monthly basis an amount sufficient to pay for that year the pensions provided for herein.

F. Employees retiring after age sixty (60), and before age sixty-five (65), may elect as an alternative to the retirement benefits established under the foregoing provisions to receive a pension for their years of service prior to April 28, 1942, as follows:

- (1) For each year of employee's service prior to January 1, 1938:

Employees retiring at age 60 \$1.00 per month
 Employees retiring at age 61 \$1.20 per month
 Employees retiring at age 62 \$1.40 per month
 Employees retiring at age 63 \$1.60 per month
 Employees retiring at age 64 \$1.80 per month

From such sums shall be subtracted the amount actually paid (if any) by the Metropolitan Insurance Company under the Metropolitan Pension Plan.

(2) In addition, there shall be added the sum of fifteen dollars (\$15.00) per month.

(3) Said sum is in addition to Social Security Benefits.

G. Employees retiring after age sixty-five (65) may elect as an alternative to the retirement benefits established under the foregoing provisions to receive, subject to the conditions and limitations hereinafter set forth, a pension for their years of service prior to April 28, 1942, as follows:

(1) A sum equal to two dollars (\$2.00) per month for each year of his/her service prior to January 1, 1938, or the amount of the Metropolitan Pension for service to January 1, 1938, payable as of Metropolitan normal retirement date, whichever sum is the greater less the amount actually paid by the Metropolitan Insurance Company under the Metropolitan Pension Plan.

(2) In addition, there shall be add the sum of fifteen dollars (\$15.00) per month.

(3) Said sum is in addition to Social Security Benefits.

Article 20. Disability Pensions

Effective August 1, 1982 the Authority shall discontinue the previous practice of additional pension payments to those employees who will become eligible for a disability pension for the Public Employees' Retirement System. Any person presently qualified to receive additional pension benefits shall continue to receive those benefits. The Authority shall have the right to administer this program through lump sum payments, annuities, or other financial instruments, which provide qualified participants with the benefits of equal economic value.

Article 21. Occupational Disability

Section 1. The Authority is to provide for payment of the amount stated herein, to hourly paid employees injured while on duty, for each regularly scheduled work day after the date of injury which the employee is unable to work up to and including the seventh (7th) day, provided the employee has reported the injury to the Authority within twenty-four (24) hours after the occurrence, and inability to work has been certified to by an Authority physician. This payment shall be equal to that amount payable under Section 4123.56, Revised Code of the Workers' Compensation Law.

Section 2. Bargaining unit employees shall be allowed to take up to four (4) hours per month, without pay, not to exceed six (6) months from the date of return to work for on-the-job injury (OJI) medical appointments, provided the employee submits medical documentation for the appointment.

Article 22. Workers' Compensation Supplement

Whenever any employee covered by these Conditions becomes unable to perform his/her regular duties, through no fault of his/her own, by reason of injury intentionally inflicted upon him/her and arising out of and in the course of his/her employment with the Authority, compensable under the Workers' Compensation Law, the Authority will pay such employee a supplemental benefit equal to the difference between his/her normal 40-hour weekly wage and the disability benefits to which he/she is

entitled for a period of absence from work caused by the same injury not exceeding twenty-six (26) weeks. Payment herein provided for shall be prorated when absence from work because of such injury is for partial weeks.

Article 23. Compliance with Other Regulations

Section 1. The Authority, its employees and the Union shall comply with all applicable federal and state laws, valid rules, regulations and orders, and the Merit System Rules and therefore, nothing contained in these Conditions shall be construed to conflict or be inconsistent with such applicable laws, rules, regulations or order.

Section 2. In the event that any part of these Conditions are declared illegal or invalid, the Authority and the Union shall meet within a reasonable time for the purpose of negotiating lawful alternate provisions.

Article 24. Paydays

Paydays shall be every two (2) weeks whenever possible for all hourly and salaried employees. If payday falls on a holiday, all employees shall be paid on the preceding day.

Article 25. Overtime - Salaried Employees

Section 1. Daily: Daily overtime shall not be paid, except that upon recommendation of department heads and approval of the General Manager or Deputy General Manager, daily overtime at the time and one-half alternate hourly rate may be paid, and provided further, however, that in no such instance shall daily and weekly overtime be duplicated.

If an employee misses a work assignment as the result of an absence, the RTA, at its option, shall be permitted to deny the employee overtime for the next seven (7) days. For the purpose of this section, absence shall be defined to include sick time and any unpaid absences.

Section 2. Weekly:

A. All such salaried employees who work in excess of the applicable and appropriate basic work week hours shall be paid for such excess time worked at his/her time and one-half alternate hourly rate in addition to his/her salary, provided that such additional pay shall be computed upon and paid for the total number of daily integral units consisting of thirty minutes of work, and provided further that such overtime is authorized by the employee's superior.

B. In the computation of weekly overtime, bulletined holidays shall be considered as time worked to the extent of the normal regular hours called for, except where the bulletined holiday coincides with the scheduled day off of the employee.

Article 26. Night Premium

Section 1. The Authority is a twenty-four hour, seven day a week operation and not all scheduled work shifts match the language outlined in Section 2, below.

Section 2. A premium of forty cents (40¢) per hour shall be paid to all employees who work on the third shift, that is a shift beginning at or after 4:00 p.m. and before 12:00 midnight, and a premium of forty-five cents (45¢) per hour shall be paid to all employees who work on the first shift, that is, a shift

beginning at approximately 12:00 midnight and ending at approximately 8:00 a.m. This provision shall not apply to operators, or other platform employees.

Section 3. To ensure that the shift premium procedures are applied consistently, both parties agree that the shift premium pay will be determined based on the shift in which the employee works the majority number of hours. If the employee works equal hours in between two shifts, the premium will be paid based on the shift with the higher premium. Example: If a shift starts at 6:00 p.m. and ends at 2:30 a.m., the employee shall be paid forty cents (40¢) per hour extra for the entire shift ending at 2:30 a.m.

Section 4. This Article shall apply to Part-Time Bus Hostlers.

Article 27. Leave of Absence

Section 1. Any eligible employee shall be entitled to a leave of absence, upon request, under the same procedures as the Authority's FMLA policy. However, under no circumstances shall any eligible employee be permitted to continue working if such employee cannot fulfill the requirements of the job, or in the judgment of a physician selected by the Authority the employee would jeopardize her own health, the health of other persons, or would endanger the public in the case of operators.

Section 2. Such application must be made at least thirty (30) days prior to the date such leave is to become effective. The company must be notified at least thirty (30) days prior to the date of the employee's intended resumption of active employment.

Article 28. Medical and Dental Appointments

Medical and dental appointments, which cannot be scheduled outside of the normal working day, may be deemed excused absences provided that the employee gives 48 hours advance notification to his/her supervisor and is able to produce verification of keeping said medical or dental appointment. In the case of an emergency incident wherein 48 hours notification is not possible, an absence may be deemed excusable provided appropriate verification of the medical emergency is given to the employee's supervisor.

Article 29. Longevity

Section 1. To the extent permitted by applicable law, the Authority shall withdraw from the Federal Social Security Program and termination all FICA payments. If a valid withdrawal is accomplished by the end of calendar year 1976, the following longevity benefit will be put into effect for regular full-time employees with the first payment made in December of 1977, and such benefit shall remain in effect so long as the employees are not covered by Social Security.

A. For all employees who have completed 5 years (but less than 10 years) of continuous service before December 1: \$300 paid annually

B. For all employees who have completed 10 years (but less than 20 years) of continuous service before December 1: \$500 paid annually

C. For all employees who have completed 20 years of continuous service or more before December 1: \$700 paid annually

D. However, as an exception to the above, all employees as of August 1, 1976 shall receive a minimum longevity payment of \$500 per year.

E. Paragraphs A-D shall be subject to the following provisions:

(1) The longevity year shall be based upon December 1 to December 1, and in order to be eligible for a 100% longevity payment for any year the employee must have worked or been paid for at least 1,904 hours during the longevity year and also be actively employed on December 1 of the payment year. Furthermore, if the employee works or is paid for less than 1,904 hours in the calendar year and is still actively employed on December 1 of the payment year, the longevity payment shall be pro-rated as follows:

1,712 – 1,903 hours:	90%
1,520 – 1,711 hours:	80%
1,328 – 1,519 hours:	70%
1,136 – 1,327 hours:	60%
937 – 1,135 hours:	50%
936 hours or less:	0%

(2) However, as an exception to the above, any employee who retires and receives a pension, or dies, prior to December 1 of the payment year shall still be eligible to receive a longevity payment for that year based upon the pro-ration schedule set forth in paragraph E (1) above.

Section 2. Effective August 1, 2000, all newly hired employees will not be eligible for longevity payments.

Article 30. Payment for Training Time

Time spent in training courses required by the Authority shall be paid by the Authority.

Article 31. Seniority

In the event an employee within a classification covered by this agreement is transferred or promoted to a position outside the bargaining unit, the employee will continue to accumulate job classification seniority within the bargaining unit for a period of six (6) months. Such employee's job classification seniority will thereafter be frozen. Job classification seniority will be lost if the employee is terminated or otherwise leaves the employ of the Authority.

Article 32. Court/Jury Duty Leave

Section 1. Court Leave with full pay shall be granted to any employee who is subpoenaed to appear before any court, Commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the matter is work related.

Section 2. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or other leave of absence without pay for purposes of attending the hearing. Such instances would include but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

Section 3. The employee shall furnish proof by attaching the court notification to the appropriate time sheet.

Section 4. Jury Duty Leave with full pay shall be granted to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall turn in to the supervisor or department head a copy of the summons for jury duty.

Section 5. Any compensation or reimbursement for jury duty or court attendance compelled by subpoena, when such duty is performed during the employee's normal working hours, will be turned over to the Director of Accounting who, upon receipt of same, will issue the employee's appropriate compensation.

Article 33. Employee Communication

The Authority and the Union agree that any media request of an employee (e.g. on-camera interview or interview by a newspaper reporter) shall be referred to the Office of Media Relations for an official response. When it becomes necessary to submit a press release involving a bargaining unit employee, except in pressing or demanding situations needing immediate attention, prior notice shall be given to the Union.

Article 34. TEAM Incentive Program

Section 1. The Authority and the ATU, Local 268, recognize the value of becoming more responsive to their customers, reducing costs, and thereby improving the quality of service delivery.

Section 2. The parties agree to maintain the current performance management program that aligns the Authority's strategic business goals and values, and defines how employees will be rewarded for improvements in customer service that result in increased revenue. The program is called the TEAM Incentive Program.

Section 3. The TEAM Review Committee, with members of both the Authority and Union, shall continue to meet and discuss the structure and impact of the TEAM Incentive Program.

Article 35. Printing

Section 1. The Authority shall be responsible for preparing a final "master" draft of the successor Agreement.

Section 2. The Union shall be responsible for the printing of the master draft subject to review by both parties. The total cost for the printing of the contract will not exceed \$10,000.

Section 3. The Authority and the Union agree to share equally the expense for printing of the Agreement.

Article 36. Duration of Conditions

These Conditions shall remain in effect beginning August 1, 2011 through July 31, 2014 and shall continue in effect from year to year thereafter unless modified by further action of the Board of Trustees. Request for such modification, whether made by the Management or Local 268, shall be in writing, presented at least sixty (60) days prior to the expiration date.

Part II
OPERATING DEPARTMENTS

PART II -- OPERATING DEPARTMENTS

Article 1. Definitions

As used in this Part, the following terms shall have the following meanings:

1. **Bonus Run:** Runs whose straight time hours are less than eight (8) hours but because of limitations imposed on the number of permissible trippers, are bonused to eight (8) hours. The four/ten runs whose straight time hours are less than ten (10), and for the same reason stated for eight (8) hour runs, are bonused to ten (10) hours.
2. **Bonus To Make 8 Hours:** Time paid but not worked which is necessary to increase the pay time of a regular run to the required 8-hour minimum excluding spread penalty is referred to as bonus time to make eight (8) hours.
3. **Bonus To Make 10 Hours:** Time paid but not worked which is necessary to increase the pay time of a regular run to the required 10-hour minimum excluding spread penalty is referred to as bonus time to make ten (10) hours.
4. **Bus and Rail Operators:** Employees who are qualified and engaged in work as drivers of buses, or employees in full charge of running one-person cars in passenger service, who collect fares. Employees who are qualified and engaged in work as motormen and conductors.
5. **Crew:** Wherever the word "crew" appears, it is understood to mean an operator or one or more rail operators.
6. **Day Run:** A day run is one which is scheduled to be completed on or before 7:30 p.m., except for the four/ten run which is scheduled to be completed before 8:00 p.m.
7. **Extra Board:** The extra board is a list of full-time operators maintained for the purpose of filling all work not being performed by regular full-time or part-time operators.
8. **Extra Board Person:** A bus or rail operator, who, at a given pick, selects the extra board or is placed on the extra board, will retain that assignment on the extra board throughout the period for which the pick is effective.
9. **Extra Work:** All non-scheduled work, time late on scheduled work and pieces of regular runs or trippers, which have been split, shall be considered extra work, except for work on charters.
10. **Five/Eight Run:** A regular run that is scheduled to operate five (5) days a week and pay a minimum of eight (8) hours per day.
11. **Four/Ten Employee:** A regular full-time employee whose work assignment is guaranteed to be a minimum of ten (10) hours per day at straight-time pay for four (4) days per week.
12. **Four/Ten Run:** A regular run that is scheduled to operate four (4) days a week and pay a minimum of ten (10) hours per day.
13. **Hold Down:** Runs vacated by the regular operator for five (5) or more work days, or in the case of four/ten work, for four (4) or more work days (i.e., vacation, sick, Workers' Compensation, etc.).

14. **Intervening Time:** The interval of time between a scheduled assignment (regular run or tripper) and extra work, if any, shall be known as intervening time.
15. **Late Run:** A late run is one which is scheduled to be completed after 7:30 p.m., except for the four/ten run which is scheduled to be completed after 8:00 p.m.
16. **Owl Bonus:** Premium paid for working owl runs.
17. **Owl Run:** An owl run is one which is scheduled to start around midnight and is completed around 8:00 a.m., except for the four-ten run which is scheduled to start around midnight and is completed around 10:00 a.m.
18. **Pull-Out Time:** Pull-Out time is the time allowed bus and rail operators scheduled to pull out of a yard or bus garage - to report and perform required duties.
19. **Regular Person:** A bus or rail operator who selects a regular run and maintains that assignment for the period of the pick.
20. **Regular Run:** On all schedules, a regular run is a scheduled day's work for one crew. For a five/eight run, the sum of all scheduled vehicle time, pull-out time, paid time between pieces, and travel time amounts to at least eight (8) hours. The four/ten runs' sum of scheduled vehicle time, pull-out time, paid time between pieces, and travel time amounts to at least ten (10) hours.
21. **Report:** Bus and rail operators who have been assigned to duty for the day and who have not been excused from duty (on account of sickness or the like) are required to report to the district dispatcher or clerk at the times designated by the district. Extra persons assigned to night runs shall not be required to report on the following day until the expiration of an 8-hour interval following completion of the night run.
22. **Scheduled Work:** Scheduled work shall mean work included in schedules posted at districts. It does not include temporary patches, extra work or charters.
23. **Spread:** Spread is the time, which elapses between the time when a person or crew first goes to work for the day, and the time when the person or crew finishes for the day.
24. **Straight Run or Straight Tripper:** A straight run or straight tripper is one, which has no unpaid interval within the scheduled spread of the run or tripper.
25. **Swing Run Or Tripper:** A swing run or tripper is one, which is scheduled to have at least one unpaid interval during the scheduled spread of the run or tripper.
26. **Tripper:** On all schedules, a tripper is a piece of work whose combined platform time does not exceed six (6) hours.
27. **Vehicle Time:** Scheduled vehicle time starts when a vehicle is scheduled to leave the district on a pull-out trip and ends when a vehicle is scheduled to arrive at a district on a pull-in trip. Vehicle time includes all the time during which a vehicle is scheduled to be making trips.

Article 2. Seniority

Section 1. All bus and rail operators shall have their respective places at the district at which they are employed in accordance with their seniority standing at that district. The employees longest in continuous service respectively as bus and rail operators at the district at which they are employed shall have the first choice of runs, and so on down the list until all runs are filled.

Date of service starts with the day an operator begins to work following satisfactory completion of prescribed training.

Section 2. Transfers for Lack of Work

When employees are transferred from one district to another district because of lack of work at their district, they shall be given their choice in accordance with their standing on the extra list and will start at the foot of the list at the district transferred to, but will retain their seniority standing at their own district. Before any new employees are employed in their own district from which they were transferred, they will be given an opportunity to return in accordance with their seniority standing. If, however, they prefer to remain in the new district, they will be deemed to have forfeited their seniority in their old district, and their seniority in the new district will be as of the date of transfer.

Section 3. Displacement of Lines

When vehicles of one type displace vehicles of another type, or should there be a consolidation of operating districts or garages, seniority shall prevail insofar as the employees can satisfactorily qualify.

Section 4. Transfer or Merger of Lines

When any line is merged with another line and/or transferred from one district or garage to another district or garage, the number of employees required for the schedule in effect at the time of the merger or transfer plus approximately one-seventh (1/7) the number of employees required for the schedule will be temporarily transferred with the line. If the merger or transfer occurs between contractual or scheduled picks, the operators who picked and are working the affected line(s) will be transferred. If the merger or transfer occurs at the time of a contractual or scheduled pick, the transferred operators will be the least senior operators, or volunteers, if any, at the district from which the line(s) originated. They shall work on the merged or transferred line(s) until the next contractual or scheduled pick becomes effective.

At the time of the next contractual or scheduled pick, operators who have temporarily transferred may return to their original district in accordance with seniority if they so desire, and other operators at the original district may permanently transfer to the new district if additional transfers are required by the schedule at the new district. Operators who hereby elect to permanently transfer with a line may pick runs on any lines at the district to which they have transferred, and they will carry their seniority, which they held before the transfer, but they will forfeit their seniority at the district from which they have transferred.

Section 5. Separate Operating District

The Rapid Rail and Light Rail shall be combined into a separate operating district. This district shall be known as the Rail Operating District. The establishment of the Rail Operating District shall occur as soon as possible after contract ratification. The Rail Operating District shall be staffed with employees from the Rapid Rail and Light Rail. Employees on the Rapid Rail and Light Rail shall be merged into a common Rail Operating District seniority list. All rail operators must certify on both the former Light Rail Operations and Rapid Rail Operations. The Authority will provide training for such certification where necessary.

Section 6. Future Manpower Needs

If and when additional Rail Operating District employees are required, the Authority will fill those positions first from a seniority list of all part-time rail operators. Part-time bus operators who wish to transfer to part-time rail operator vacancies may apply and if selected will forfeit their bus district seniority.

Article 3. Picking Work

Section 1. The right of selection of runs will be granted to bus and rail operators at least four (4) times a year (March, June, September and December). Operators on a leave of absence for more than thirty (30) days, or who expect to remain on a leave of absence for more than thirty (30) days, shall not be entitled to pick for that quarter. If the operator returns to work during that pick period, the employee will be assigned to the extra board. The dates on which these picks become effective shall coincide with the beginning of a payroll period. In case schedules are changed on dates other than above and as often as they may be changed, the Authority may assign affected employees until the next pick. In the event a non-contractual pick is scheduled within thirty (30) calendar days before or after a regular contractual pick (i.e. March, June, September and December), the contractual pick may be canceled at the Authority's discretion.

Section 2. The district will post all regularly scheduled runs and picking rosters on master pick sheets seven (7) calendar days prior to the pick.

Section 3. Trippers are assignable to part-time operators and not subject to pick.

Section 4. The master sheet will indicate all days on which each regularly scheduled run works. Days on which these regularly scheduled runs and bonus runs do not work will be blocked out.

Section 5. In picking five (5) days of work or four/ten weekly work packages or extra board, all bus and rail operators will be required to leave choice sheets (proxies) indicating their selection of weekly work on any line or lines or extra board operating out of the district with the pick supervisor at or before their picking time. At each operator's scheduled picking time, his/her choices will be posted on the master pick sheet by the pick supervisor (or Union board member). Any runs that cannot be packaged as weekly work assignments will be assigned to the extra board. The selection of weekly packaged runs and the extra board shall not be mixed, and four/ten runs shall not be packaged with traditional five/eight runs. An operator shall select either five (5) days, or a four/ten workweek package or the extra board. This section does not apply to Paratransit work. Paratransit work is governed under Appendix C of the contract.

Section 6. Operators picking four/ten assignments will get three (3) consecutive off days as long as they are available. In no event will the operator selecting a four/ten assignment get less than two consecutive days off.

Section 7. All picking is to be done at the operator's district beginning on Friday between the hours of 6:00 a.m. and 8:00 p.m. Each operator will be assigned a seven (7) minute time period for picking in accordance with his/her seniority standing.

Section 8. Operators who are working and cannot be at the district when they are scheduled to pick will be given a form on which they may enter three (3) run pick choices.

Section 9. During the period of the pick, a pick supervisor will be assigned the responsibility for handling the pick. In the event an operator is working and none of his/her pick choices are available, it will be the duty of the pick supervisor to contact him/her so he/she may pick in his/her turn.

Section 10. In the event an operator cannot be contacted, the Union board member, if present at the time, and the pick supervisor will jointly pick a run for the operator as similar as possible to the one he/she is presently holding in the event his/her present run is not available.

Article 4. Change in Runs Between Picks

If, after a bus or rail operator has picked a scheduled run, part or all of the run is cut, then the person who picked that run is guaranteed the time originally in the run for every day that he/she works as long as the current pick remains in effect. In this case when it is possible for the district to give such a person a similar run the person must work that run if he/she is to receive his/her guaranteed pay time. Temporary patches are not considered a part of a picked run, should not be on the "picking sheet," and can be cut or altered at any time. When necessary schedule changes are known with sufficient advanced notice, management will post the cut or alteration two weeks in advance.

Article 5. Move Ups and Move Backs

Section 1. Vacancies shall be filled on the dates coinciding with the beginning with each workweek.

Section 2. When a bus or rail operator is going to be out of service due to leave of absence or extended injury/illness, that bus or rail operator's run shall be considered an open run until the next pick or the bus or rail operator returns to work. When a bus or rail operator has been out of service due to leave of absence or extended injury/illness and a pick is scheduled, the operator will be permitted to pick or a pick will be made for him by the Union board member or the Authority. That picked run shall be considered an open run until the bus or rail operator returns. When a bus or rail operator is going to be out of service due to leave of absence or extended injury/illness, that bus or rail operator's run will be placed on the extra board as a "hold down" for the duration of the vacation or extended injury/illness period.

Section 3. If a pick is scheduled during the absence of the bus or rail operator, he/she will be permitted to pick or a pick will be made for him/her by the Union board member or the Authority. That picked run shall be offered as a "hold down" until the bus or rail operator returns.

Section 4. Picking of "hold downs" shall coincide with the beginning of each workweek. The successful operator shall work the "hold down" for the duration of work available. When an Extra Board Operator is awarded a "hold down", no additional work will be assigned to said operator except when the District is experiencing a shortage of operators and the operator has agreed in advance to such work.

Article 6. Make-Up of Runs and Trippers, All Schedules

Section 1. All scheduled regular runs shall pay at least eight (8) hours per day and ten (10) hours in cases of four/ten runs, excluding spread penalty. Bonus runs shall pay a minimum of eight (8) hours per day for a five (5) day workweek and a minimum of ten (10) hours per day for four/ten runs, excluding spread penalty.

Section 2. The percentage, system wide, of regular runs presently required to be straight shall be fifty percent (50%) on weekdays, sixty-five percent (65%) on Saturdays and ninety percent (90%) on Sundays. Bonus runs are not included in calculated percent of straight runs versus swing runs. The percent of trippers system wide shall not be greater than eighteen percent (18%) of the number of regular

runs. The percent of four/ten runs shall not exceed twenty percent (20%) of all regular runs system wide and may not exceed twenty-five percent (25%) of the regular runs at any one district.

Section 3. Owl runs on all schedules shall be straight and shall be completed as near 8:00 a.m. as possible. Wherever practical, Owl runs will be scheduled so as not to finish on freeways. The four/ten Owl run shall be completed as near 10:00 a.m. as possible.

Section 4. Regular five (5) day runs must be completed within thirteen (13) hours of platform time. Trippers must be completed within twelve (12) hours plus one-half (1/2) trip of platform time. The four/ten run must be completed within fourteen (14) hours of platform time.

Section 5. No regular run or tripper shall have more than one unpaid interval.

Section 6. For work other than straight runs, a layover of one minute shall be scheduled for each ten (10) minutes of round trip running time, and in no event shall this layover be less than five (5) minutes per round trip. Also, no less than five (5) minutes of this layover may be scheduled at one end of the line.

Section 7. In straight runs not less than twelve percent (12%) of running time shall be scheduled for both layover and meal break purposes. Within this period every straight run shall include a paid meal period of no less than twenty (20) minutes between the second and sixth consecutive hour of work.

Section 8. Time points will be installed on all local lines from end to end at locations determined by management.

Section 9. All runs shall be picked in weekly packages. Packages of weekly work assignments will be developed in complete blocks of the same run for five days for five/eights or for four days for four/tens until the same runs are broken (i.e. until no five or four days of the same run remain available for packaging). To the extent practicable runs shall be packaged so as to maximize the number of consecutive days off and weekends off.

Article 7. Bonus Allowances and Premium Payments

Section 1. Pull-Out: Bus and rail operators shall be allowed ten (10) minutes for getting a vehicle out each time required to pull-out from a yard or garage.

Section 2. Time Between Pieces: Any Interval of less than sixty (60) minutes between scheduled pieces of work shall be paid.

Section 3. Intervening Time Between Scheduled Work and Extra Work: An interval of less than thirty (30) minutes between a scheduled assignment (regular run or tripper) and extra work shall be paid, subject to the same payment as that applying to the extra work as outlined in Part II, Article 8, Section 2.

Section 4. Owl Bonus: All Owl runs shall pay a bonus of thirty (30) minutes in addition to the minimum pay of a regular run, or the required pay for the actual time worked whichever of the two (2) is the greater. (This bonus shall not be recoverable).

Section 5. Bonus to Make 8 or 10 Hours: Regular runs operated by regular full-time operators, shall pay a minimum of eight (8) hours for five/eight runs or a minimum of ten (10) hours for four/ten runs, excluding spread penalty. Bonus time to make eight (8) hours or ten (10) hours shall be paid to

regular runs which would otherwise pay less than eight (8) hours or less than ten (10) hours, excluding spread penalty. Full-Time operators on the extra board who are assigned a regular run shall be paid whatever the run pays.

Section 6. Spread Penalty: An additional half-time shall be paid for work in scheduled five/eight regular runs, trippers or extras, exceeding a spread of eleven and one-quarter (11-1/4) hours. An additional half-time shall be paid for work in scheduled four/ten regular runs exceeding a spread of twelve and one-quarter (12-1/4) hours.

This penalty shall be a three-quarter (3/4) time penalty for work in trippers exceeding a spread of twelve (12) hours, for work in scheduled five/eight regular runs exceeding a spread of twelve and one-half (12-1/2) hours, and for work in scheduled four/ten regular runs exceeding a spread of thirteen (13) hours. Spread penalty shall apply to yardpersons, service monitors and traffic checkers as well as to transportation operating employees and transportation supervisors, Grades 5 and 6.

Section 7. Instructing: Bus or rail operators assigned to instructing a student or other employee shall be paid one dollar (\$1.00) per hour in addition to their regular rate. This premium pay is not subject to any overtime payment.

Section 8. Travel Time: When a run or tripper is scheduled to pull into a yard or garage other than the one it pulled out of, travel time is allowed the crew for approximate time required to travel between the points.

Section 9. Accident Reports: Bus and rail operators shall be paid thirty (30) minutes for making out accident reports; provided they have complied with the rules of the Authority concerning the handling of accidents. No part of this shall be used to recover 8-hour or 10-hour bonus time, and it shall not be a part of daily or weekly overtime. Time spent by bus and rail operators making out accident reports shall not be used as part of the weekly guarantee time. The ten (10) hour bonus time applies to four/ten runs.

Section 10. Time to Make One Minute: One-half (1/2) minute shall be added to the pay time of a run when necessary to make the pay time of a run an integral number of minutes.

Section 11. Weekly Guarantee: Bus and rail operators, and station attendants shall be guaranteed a minimum of forty (40) hours total pay time per week on either a 5-day or 4-day basis. The forty (40) hour, four (4) day weekly guarantee applies to bus and rail operators holding four/ten run assignments. Any work done on a scheduled off day shall be paid in addition to the forty (40) hour guarantee. This guarantee shall be reduced by one-fifth (1/5) or by one-fourth (1/4) for each of the five (5) or four (4) scheduled work days an employee for reasons of his/her own is not available for work as set up by the district except that a bus, rail operator, or station attendant who misses and subsequently reports for work and is given an assignment for that day which he/she performs shall be considered as having fulfilled his/her obligation for that day including misses. For purposes of calculating the guarantee, the first (1st) day in each week will be Sunday. Overtime premium and holiday pay shall not be considered part of the guarantee, except that holiday pay may be considered part of the guarantee when the operator, trainman or station attendant is not required to work on the holiday. Bus and rail operators and station attendants may be marked up for work on a scheduled day off or they may report on a scheduled day off on a voluntary basis. After a bus or rail operator, or station attendant has qualified for his/her forty (40) hour guarantee he/she would not be marked up for work or receive work on a voluntary report until all other bus and rail operators, or station attendants have been marked up for work which will count toward their forty (40) hour guarantee. An operator working his/her scheduled day off will be paid a minimum of four (4) hours.

Time spent by bus and rail operators making out accident reports, reporting to the Claims Department, or in court, shall not be used as part of the weekly guarantee time. All daily and weekly tripper guarantees will be eliminated but full-time operators on the extra board will retain a forty (40) hour weekly guarantee and full-time regular operators will continue to be guaranteed 8 hours or 10 hours per day, whichever is applicable, and 40 hours per week.

Article 8. Overtime

Section 1. Scheduled time in regular runs in excess of eight (8) hours or ten (10) hours, whichever is applicable, except spread penalty and Owl bonus, shall be paid at time and one-half.

If an employee misses a work assignment as the result of an absence, the RTA, at its option, shall be permitted to deny the employee overtime for the next seven (7) days. For the purpose of this section, absence shall be defined to include sick time and any unpaid absences.

Section 2. Extra work in addition to a regular run or tripper:

A. In addition to a regular run: Extra work of less than five (5) minutes is not paid. Extra work in addition to a regular run, if five (5) minutes or over, shall be paid at time and one-half except for all or part of any time which has already been paid for, provided further that: Extra work in addition to scheduled straight runs or within the scheduled spread of swing runs shall not be paid until the amount of time paid as bonus to make eight (8) hours or ten (10) hours has been worked. All extra work completed one (1) hour or more before a scheduled straight run or extra work outside the scheduled spread of a swing run shall be paid even though the run pays bonus to make eight (8) hours or ten (10) hours. Extra work or late time within an interval of time between pieces, which is already paid for in the run, shall not be paid. Owl bonus shall not be recovered by any extra work. Regular day persons working extra after 7:30 p.m., or 8:00 p.m. for four/ten runs, shall be paid for the extra work after 7:30 p.m., or 8:00 p.m., even though the run pays bonus time to make eight (8) or ten (10) hours.

B. In addition to a tripper: Extra work in addition to a tripper (if five (5) minutes or more) shall be paid at straight time until total pay time, excluding spread penalty, equals eight (8) hours and at time and one-half for all time over eight (8) hours, except for all or a part of any time which has already been paid for.

C. Split Runs or Extra Work: The time in daily assignments made up of parts of regular runs, part of trippers, or extra work or a combination of such work in excess of eight (8) hours excluding spread penalty, shall be paid at time and one-half, if the employee completes all his/her regularly-scheduled work assignments for the week.

Note: The Provisions of B and C above apply under the same described condition for four/ten work assignments.

Section 3. Weekly Overtime:

A. Overtime at the rate of one and one-half times the hourly rate shall be paid for all hours of work in excess of forty (40) straight-time hours of work in any one week. Sunday is designated as the first (1st) day of the workweek. Straight time hours of work shall mean the sum of vehicle time, pull-out time, scheduled travel time, pull-in time, time between pieces, and time spent in assignment other than platform duty, to the extent that any or all of such work is paid at straight time on a daily basis. There shall be no duplication of daily and weekly overtime.

B. Hours upon which weekly overtime is not paid are spread, daily overtime payment, Owl bonus, report pay, time to make eight (8) or ten (10) hours daily minimum, payments to make weekly guarantee, and time for making out accident reports. Non-scheduled travel time, which is presently paid for in cases where an employee is required to pull-out, or leave a vehicle in a district other than his/her home district, and straight-time hours paid for time spent with the Claims Department and in Court, shall be included in weekly overtime.

Section 4. Overtime on Day Off: Platform employees shall be paid at the rate of time and one-half for work within the basic 8-hour day, or 10-hour day where applicable, on their scheduled days off when such work is done at the Authority's request.

Section 5. Duplication of Overtime: Time and one-half shall not be paid more than once for the same working time (spread penalty excepted), and any work paid at time and one-half shall not be included in hours upon which weekly overtime is computed.

Article 9. Qualifying for Other Transportation Work

Section 1. Operators training for work on vehicles for which they have not been qualified, training for work at other districts or where employees are transferred with lines to other districts, or where new lines start to operate out of a district shall be compensated as follows:

A. Two (2) hours of pay per day, computed at each such respective employee's hourly rate, in addition to the daily earnings of such employee; provided that selectees during the period of training shall be in tripper service; and provided further that the hours of training shall not exceed five (5) hours daily until completed to the satisfaction of the instructor in charge, or

B. Employees who shall be assigned solely to training service shall be paid for each day of such service in an amount equal to their then rate of pay for the number of hours assigned, with a minimum of eight (8) hours. If the training for such service is occasioned by a transfer of service requested by the employee, or for a change of service occasioned by the physical condition of the employee, or for the purpose of effectuating disciplinary action, such training shall be with compensation.

Section 2. The District Director shall decide which of these two described bases for training and pay shall be used.

Article 10. Cancellation of Assignment

All bus and rail operators who report at a specified time on the order of the Authority, other than for report, and on account of the weather or for other reasons not their own are not called upon for work, shall be allowed one and one-half (1-1/2) hour's time for reporting. Should they report at a specified time on order of the Authority and, for any reason not their own, do not start to work at the specified time, they shall be paid for all elapsing time between the specified time of reporting and the time they start to work. Should a person reporting on order of the Authority be released and be told to report at a later time, the same rule will hold on the second specified reporting time.

Article 11. Report Pay

Section 1. Bus or rail operators scheduled to work but who have no specific assignment shall be required to report to their district on that day at the report times set by the district.

Section 2. Bus and rail operators will be paid for report time when required by management to report at the district. No report pay shall be included in calculating spread or overtime payments.

Section 3. If a bus or rail operator does not receive a work assignment on any such day, he/she will be paid report pay equal to the actual hours at straight time that he/she is held at the district on report with a minimum of two (2) hours. This payment will either: (a) be credited towards the 40-hour weekly guarantee; or (b) be paid in addition to all accumulated pay time earned in the remaining days of the work week.

Article 12. Extra Board

The Authority shall determine the size of the extra board based on the requirements of each operating district as dictated by absenteeism, including scheduled leaves and extra work. Rules Governing Operation of the Extra Board are addressed in Appendix E.

Article 13. Missing

Section 1. A miss is defined as a failure to report to work at the proper time and place or the failure to telephone at least ninety (90) minutes before the scheduled report time. If a bus or rail operator misses and appears for work after his/her scheduled time, he/she loses his/her run or tripper for the day and may work an alternate assignment that day. The employee's weekly guarantee also shall be reduced by eight (8) hours or ten (10) hours, as applicable, and the employee shall be paid only for the actual time worked that day. An operator who fails to report or telephone within four (4) hours of the scheduled report time will be charged with both a miss and an AWOL.

Section 2. When a bus or rail operator accumulates eight (8) misses he/she will be subject to discharge. However, if the bus or rail operator does not miss for a period of thirty (30) days, one (1) miss shall be removed from his/her record. The 30 day period shall be days actually worked. On a one time only basis, on November 14, 1998 all operators shall have two (2) misses removed from their records.

Section 3. Whenever a bus or rail operator misses and does not receive an assignment, he/she may be required by the Authority to also report at 2:00 p.m. that same day. Provided, however, that when an employee who misses in the A.M. is required to report at 2:00 p.m. as per this Article, he/she shall not be required to work past 7:30 p.m.

Article 14. Uniforms

Section 1. Bus and rail operators shall be required to wear standard uniforms. Specifications for uniforms, including caps, blouses, shoes and other equipment, shall be determined by the Authority. Suspenders must be concealed when the uniform is without a coat.

Section 2. The Authority will contribute a maximum of \$450.00 per year toward the purchase price of standard uniforms or parts of uniforms, including shoes, purchased by bus or rail operators, and any other employee required to wear the standard uniform. This contribution will not be paid until bus and rail operators satisfactorily complete their six-month probationary period.

Section 3. Employees may only purchase approved uniform items as identified by the Authority and through the selected vendor.

Section 4. Employees must be in active pay status in order to purchase uniforms. Employees that are on an unpaid leave or absence, workers' compensation, short-term disability, or transitional work assignment for two (2) weeks or more will be ineligible to purchase uniforms.

Section 5. Employees will be ineligible to purchase uniforms within 30 days of their date of retirement.

Article 15. Yard Work

Section 1. Whenever an opening occurs for yard work at the Rail District, the position shall be filled according to seniority from the operators' list, provided, however, that such persons can qualify to the satisfaction of the Authority. Yard work shall be paid at the Rail operator's rate of pay. Yardpersons shall continue to be classified as Rail operators and will retain operator seniority. They shall receive the one-person operator's rate.

Section 2. Operators at their respective districts shall pick yardpersons jobs in the order of their operator seniority. Only qualified rapid transit operators may pick rapid transit yardperson jobs. Operators who pick yardperson jobs must be approved for that work by the District Director or Transportation Manager. Yardperson and starter job pre-qualification criteria will be posted prior to the pick. Picks will be held annually at the time of the March quarterly picks. All yardperson jobs shall be subject to these picks.

Section 3. Operators who work as yardpersons in bus garages will report to the Assistant Equipment Supervisor and shall be subject to his/her supervision. Their normal workweek will be Monday through Friday.

Article 16. Reporting to Claims Department or Court

Section 1. Bus and rail operators who are parties to an investigation or litigation in which the Authority requires such service, shall be paid at the regular rate of wages for time spent in the Claims Department or at court.

Section 2. If the Authority is not directly involved in an accident and a bus or rail operator is called to court as a result of having made a report of such accident, he/she shall be paid for all time lost. No overtime, except weekly overtime, shall be paid for this work other than that called for by the regular run from which the employee is required to lay off. Time spent by bus or rail operators reporting to the Claims Department, or in court, shall not be used as part of weekly guarantee time.

Article 17. Fare Collection and Change Making

Section 1. The fare collection system now in effect known as the "Exact Fare" system will remain in effect. Bus and rail operators will not be required to make change or sell tickets or passes.

Section 2. Station attendants will not be required to make change or sell tickets or passes until the station to which they are assigned is equipped with cash registering devices and security provisions are in place.

Section 3. All operators and station attendants on duty at stations where cash registers and reasonable security precautions are not in place, will be required to issue refund slips for amounts up to one dollar.

Article 18. Chartered Service

Section 1. For employees whose only work for the day is charter work:

A. And for trips on which the driver remains with his/her coach until completion of the charter work for the day:

(1) If the duration of the charter work for the day is less than ten (10) hours, all driving time plus layover shall be paid at straight time with a minimum of eight (8) hours (bonus time to eight (8) hours may be recovered)

(2) If the duration of the charter work for the day is over ten (10) hours, driving time plus one-half (1/2) the lay-over shall be paid at straight time with a minimum of ten (10) hours. Additional half time shall be paid for spread of duty in excess of eleven (11) hours.

(3) If a charter trip remains away from home one or more nights, driving time with a minimum of ten (10) hours at straight time shall be paid for each day of driving or away from home, plus reasonable expenses for meals and lodgings.

B. And for charter work on which the driving time is split, with the driver free from duty at the home terminal:

(1) On weekdays and Saturdays, driving time plus travel time when required between operating districts shall be paid at straight time with a minimum of eight (8) hours.

(2) On Sundays and holidays, driving time plus travel time when required between operating districts plus one-half (1/2) of the free layover time as a spread penalty shall be paid at straight time. This time paid for free layover shall not be subject to overtime payment when the charter work is done on a scheduled day off.

C. Time to be included in hours upon which weekly overtime is paid shall be driving time, travel time when required between operating districts and time paid for layover away from home. Time paid for charter work upon which weekly overtime is not paid includes spread, free layover at home terminal and time to make the eight (8) or ten (10) hour minimum.

Section 2. For employees who perform charter work in addition to a regular run or tripper:

A. The charter work shall be subject to the same provisions as apply to extras in addition to a run or tripper as outlined in Article 7.2 of PART H.

B. An interval of less than one (1) hour between a scheduled assignment (regular run or tripper) and charter work shall be paid subject to the same payment as that which applies to extra work in addition to a run or tripper. Intervening time of more than one (1) hour shall not be paid.

Section 3. All charter work will be paid at the one-person rate.

Article 19. Eye Examinations

Should a bus or rail operator be referred to an eye specialist as a result of an annual or biennial vision screen required by the Authority, the Authority will be responsible for the cost or any part of the cost of the initial specialist examination when said cost is not covered by the employee's health care plan.

Article 20. Part-Time Operators

Section 1. The Authority shall be permitted to hire part time bus and rail operators in accordance with the provisions set forth below.

A. Part-time bus and rail operators shall be covered under Part I, Articles 1 through 11, of the Conditions of Employment.

B. The maximum number of part-time bus and rail operators employed by the Authority on weekdays shall not exceed eighteen percent (18%) of the number of full-time bus and rail operators system wide.

C. Part-time bus and rail operators shall not work more than thirty (30) hours per week.

D. Part-time bus and rail operators shall not be eligible for paid leave and fringe benefits applicable to full-time bus and rail operators except as specifically provided herein. Part-time bus and rail operators shall be entitled to receive vacation pay as per Part 1, Article 14 herein, on a pro rata basis (based upon the average number of hours worked by such employee in the previous year) and the health care contribution provided for in Part I, Article 17.

E. Part-time bus and rail operators shall not accrue system, district or operator seniority while so employed. A part-time bus or rail operator who applies and is accepted for employment as a full-time bus or rail operator shall for all purposes accrue service or seniority only from the date of his/her hire as a full-time bus or rail operator. Part-time bus and rail operators shall accrue part-time bus and rail operator seniority, which shall apply only to their own part-time group.

F. Part-time bus and rail operators shall be paid at the same hourly wage rates as full-time bus and rail operators, subject to the hiring progression. For purposes of applying the hiring progression to part-time bus and rail operators, two thousand and eighty (2,080) hours worked shall be credited as one (1) year.

G. Part-time bus and rail operators shall be paid for all time during which they are required by the Authority to perform any duties. Part-time bus and rail operators shall not be eligible for time or pay guarantees, allowances, or for penalty pay or bonus provisions.

H. Part-time bus and rail operators shall be eligible for the standard uniform contribution provided in Part II, Article 14, and shall be required to wear standard uniforms.

I. Part-time operators will continue to work when full-time Operators are on layoff subject to contract percentage limitations. However, any laid-off full-time Operator shall have the right to bump into a part-time Operator position in lieu of layoff.

J. Part-time bus and rail operators shall be used for the purpose of working trippers or parts of trippers. Part-time operators may be assigned full runs on weekends for the express purpose of creating more weekends off opportunities for full-time operators. Part-time bus and rail operators may be assigned to a run or part of a run when a regular operator misses or calls in sick and is not available to work at his/her starting time for an assigned run or any part thereof. However, this procedure will only apply after all operators scheduled to work that day have been assigned or marked off.

K. Part-time operators working trippers or a five/eight assignment must complete their day's work within twelve (12) hours plus one-half (1/2) trip of platform time. Part-time operators working a four/ten assignment must complete their day's work within fourteen (14) hours of platform time.

L. Part-time bus and rail operators shall be provided free transportation privileges for themselves only on the RTA system.

Section 2. The Authority shall give a written report on the hours each part-time employee worked during the previous week on the next Friday to the Union Business Agent or Board Member. For each one-half hour over 31 hours a part-time employee works, the Authority shall pay the straight-time regular operator rate to the most senior active employee at the involved district on a rotating basis. Payment shall be by separate check.

Article 21. Dispatchers and Service Quality Supervisors

Dispatchers and Service Quality Supervisors, Grades 5 and 6 shall separately pick their work location and hours twice per year, in January and June.

PART III
NON-OPERATING DEPARTMENTS

PART III – NON-OPERATING DEPARTMENTS

Article 1. Overtime - Hourly Paid Employees

Section 1. Daily - Work in excess of 8 hours in a 5/8 week or 10 hours in a 4/10 week shall be paid at time and one-half.

If an employee misses a work assignment as the result of an absence, the RTA, at its option, shall be permitted to deny the employee overtime for the next seven (7) days. For the purpose of this section, absence shall be defined to include sick time and any unpaid absences.

Section 2. Weekly - Overtime at one and one-half (1-1/2) times the hourly rate shall be paid for all hours of work or parts thereof in excess of forty (40) straight time hours of work in any one week. However, in no case, shall an hour which has been recognized as an overtime hour for one purpose be considered as an overtime hour a second time.

Section 3. Overtime on Day Off - Overtime shall be paid at the rate of time and one-half for work done within the basic eight-hour day on an employee's day off, when such work is done at the Authority's request.

Article 2. Work Week

The basic and guaranteed workweek for all non-operating employees shall consist of five (5) consecutive days of eight (8) hours each. Wherever practicable, the basic work-week shall begin on Monday and continue through Friday. Rail mechanics hired after September 5, 1985 can be scheduled for work any five consecutive days.

The Authority will provide employee unpaid lunch breaks between the second and sixth hours of work.

Article 3. Part-Time Bus Hostlers

Section 1. The Authority shall be permitted to hire 30 part-time hostlers based on its needs. The addition of the part-time hostlers will not directly result in the loss of full-time hostler positions.

Section 2. Part-time hostlers shall be covered by the following provisions:

- A. Part I, Article 1 through 11;
- B. Part-time hostlers shall not accrue system or grade seniority while so employed;
- C. A part-time hostler who applies and is accepted for full-time employment shall accrue system seniority as of the date of his/ her full-time employment date;
- D. Part-time hostlers shall not be eligible for paid leave and fringe benefits applicable to full-time hostlers except as specifically provided herein. Part-time hostlers shall be entitled to receive vacation pay as per Part 1, Article 14 herein, on a pro rata basis (based upon the average number of hours worked by such employee in the previous year) and the health care contribution provided for in Part I, Article 17.
- E. Part-time hostlers shall be provided free transportation privileges for themselves only; and
- F. Part-time hostlers are eligible for the winter outerwear provisions as outlined in Part III, Article 7 of the contract.

Section 3. Part-time hostlers shall not work more than thirty (30) hours per week.

Section 4. Part-time hostlers shall be paid at the same hourly wage rates as full-time hostlers, subject to the hiring progression. For purposes of applying the hiring progression to part-time hostlers, two thousand and eighty (2080) hours worked shall be credited as one (1) year. Part-time hostlers will move to Step 1 of the full-time hostler step progression effective August 31, 2003.

Article 4. Emergency Call-Out

Section 1. When emergency call-outs to non-operating employees are made, such employees shall be paid the time, not to exceed one (1) hour, elapsing between the call-out and the actual report time. This time shall be counted as part of any minimum hours for emergency call-out requirement and is paid at the straight time rate.

Section 2. When emergency call-outs are made to non-operating employees on a holiday, such employees shall be paid for such work at the time and one-half rate without prejudice to their right to receive their normal holiday pay.

Section 3. When there is an emergency (as determined by the Authority), the Authority shall provide a meal for those employees required to work because of the emergency after two (2) hours in excess of an eight (8) hour day. The Authority shall also provide a meal for each additional four (4) hours thereafter. In the event the Authority cannot provide a meal, it shall provide a twelve dollar and fifty cents (\$12.50) monetary allowance for such meal.

Article 5. Seniority and Classification List Posted

A complete list shall be posted in the outside garages and shops and at the headquarters of the Facilities Maintenance and Power Sections showing the name of employees, their classification and grade, and date of employment for all employees working at those respective places.

Article 6. Displacement

An employee who is displaced from his/her home location for lack of work shall be entitled to return to that location when a vacancy occurs in the employee's job Classification before any new employee is hired into that job classification at that location.

Article 7. Work Clothing

Section 1. The Authority will provide ten (10) sets of laundered work clothing every two (2) weeks to permanent mechanical employees whose duties are of such nature as to require them to wear clothing to protect them against grease and grime. Each set of work clothing will consist of one (1) shirt and one (1) pair of trousers.

Employees will be considered eligible to receive such clothing when certified by their department heads and approved by the DGM Operations.

Section 2. Employees in the following classifications who spend a majority of their time working outside during winter months shall be entitled to an \$85 annual allowance, payable within one month of the pick or assignment. It is understood that this allowance is limited to those employees who pick or are assigned outside work at the time the winter picks or winter assignments are made. RTA will issue the allowance checks within thirty (30) days after the winter pick.

<u>Job Classification</u>	<u>Title</u>
141	Rail Janitors (outside crew only)
147	Part-time Hostlers
152	Laborers (Flag Persons)
338	Service Monitors
347	Hostlers
352	Laborers (Track: Laborer)
358	Maintenance Helpers (Facilities Maintenance)
447	Equipment Maintainers (Mobile Truck Unit)
450 and 550	Signal Maintainers
452	Track Maintainer
453 and 653	Line Maintainers
458	Maintainers (Facilities Maintenance)
460	Stop Sign Maintainers
492	Money Handlers
548	Maintenance Technician (Facilities Maintenance)
549	Maintenance Leader (Facilities Maintenance)
552	Special Equipment Operator/Mechanic
650	Signal Technician
651	Lead Signal Technician
652	Assistant Track Supervisor
654	Special Equipment Operator/Mechanic Leader

Section 3. Customer Service Representatives working a majority of their time at Tower City and identified by management shall be entitled \$250.00 per year effective October 2006. Employees may only purchase approved uniform items as identified by the Authority and through the selected vendor.

Section 4. Employees who work in the job classifications contained in Part III, Article 7, Section 2, above, and Appendix B, Section 9 shall receive two (2) t-shirts per year, issued by July 1.

Article 8. Tool Allowance

Section 1. All employees in Grade Four or higher who are required by the Authority to furnish a set of tools used in the performance of their work shall receive an annual allowance of \$350.00 for maintenance and replacement of such tools. This annual allowance will be increased to \$360.00 effective January 2007, to \$370.00 effective January 2008, and to \$380.00 effective January 2009.

Section 2. Any employee promoted to a Grade Four job who is required by the Authority to furnish a set of tools used in the performance of that job shall receive a tool allowance pro-rated from the effective date of the promotion.

Section 3. Grades 445 and 551 shall also be eligible to receive a tool allowance.

Article 9. Fill-In

Section 1. Whenever a non-operating hourly rated employee is requested by Management to fill-in for an employee in a higher classification, and such employee performs the work of the higher classification, he/she shall be paid the rate of the beginning step of the higher classification but no less than seventy-five cents (\$.75) per hour above the employee's regular rate of pay, for the hours that he/she

fills in as requested. If an employee fills-in for a position that is two grades above his current grade, the employee will receive the beginning step of the higher classification but no less than one dollar (\$1.00) per hour above the employee's regular rate of pay, for the hours that he fills in as requested.

Section 2. Whenever management requests a non-operating hourly rated employee to fill-in for an employee in a non-bargaining position, he shall be paid one dollar (\$1.00) per hour for the hours that he fills in as requested.

Article 10. Special Provisions for Separate Non-Operating Departments

Section 1. Equipment Department

A. Wash-Up: Employees shall be allowed ten (10) minutes per day to put tools away and wash up.

B. Vacancies: When a vacancy occurs in any classification at any garage, employees within that classification shall be allowed to transfer within the grade, providing this is done on a seniority basis.

C. Picking Work Schedules: Employees shall have the right of selecting their work schedule at each garage, the day shift, the afternoon shift or the night shift, according to their seniority and their respective classification. They shall have the right of selection four (4) times a year in March, June, September and December.

D. Vacation Picks: All Grade Four (4) and Five (5) hourly employees will be combined at each work location; and, using Equipment Department seniority only, a maximum of fifteen percent (15%) of these people will be permitted off during any vacation period (except for the months of January, November and December when a maximum of fifteen percent minus one (15% - 1) employee will be permitted off). In addition to the above, one (1) salaried employee and up to two (2) vehicle serviceman or hostlers, depending on staffing needs, will be permitted off during any given vacation period.

Section 2. Power and Facilities Maintenance Departments

A. Work Canceled: When employees are required to report for work and such work is canceled because of weather or for such other reasons not their own, the employees so reporting shall be paid for one and one-half (1-1/2) hours.

B. Emergency Call-Out Minimum: Hourly rated employees called from home for emergency work without prior notice shall be paid a minimum of four (4) hours pay time if they report.

C. Day Employees Working Nights: Day employees in Facilities Maintenance temporarily assigned to do night work shall not be compelled to lose a day's pay by virtue of the change. In the event an employee is scheduled to work two shifts in a 24-hour period, employees shall be paid time and one-half for the second shift, provided that this shall not be applicable to cases where employees are sent home and later called out at night for emergency work.

D. Sanitary Facilities: Paper and soap shall be furnished road crews of the non-operating departments.

E. Pay for Laborers Assigned as Compressor Operators: Laborers assigned to the duties and responsibilities of compressor operators shall be paid for said work hours at a rate 20 cents higher than the top laborer rate.

Article 11. Classification and Regrading of Non-Operating Employees

Section 1. Regrading of Employees: Representatives of employees in the non-operating departments and representatives of management shall meet jointly every three (3) months for the purpose of considering employees in the classified service.

Section 2. Classification of Employees: No employee in the non-operating departments, including foremen and supervisors, shall be required as a regular practice to work outside of his/her classification.

Section 3. Employees classified as a Grade 442 with greater than six (6) months' service in that classification shall be entitled to take a test for job openings in Grades 446 and 447. Selection for such job openings shall be based on the order of test scores. In the event of identical test scores, seniority shall govern. Test score results shall be valid for up to 2 years. All employees in Grade 442 who have completed two (2) years of service in that position will be automatically elevated to Grade 447. Employees who advance to Grade 447 will receive credit for service in Grade 442. Employees who advance from a Grade 442 to a Grade 447 will receive credit for the time that they spent as a 442 for wage progression purposes only. Classification seniority will commence with the date of entrance to the Grade 447.

Section 4. Effective immediately, all employees classified as a Grade 358 with greater than two (2) years of service in that classification, shall be eligible to take an assessment for promotion to a Grade 458. Management will offer the assessment at least once a year. The assessment will be pass/fail and will include scoring based on eligibility certification requirements. Such employees will be credited with additional Grade 458 seniority based upon the job seniority acquired in the Grade 358 classification.

Article 12. Safety Shoes and Safety Glasses

Section 1. The Authority will reimburse employees required by Management to wear safety shoes on a three (3) year basis. The reimbursement amount shall not exceed \$180 for the duration of the contract, and shall be paid upon submission of original purchase receipts.

Section 2. Eligible employees in active pay status shall be entitled to reimbursement for prescription safety glasses. Eligible employees are those non-operating employees that are required to wear safety glasses as determined by the Authority. Prescription safety glasses will be discounted at a maximum of \$30.00 every 2 years by the optical vendor identified for bargaining unit employees.

Article 13. Department Picks

Section 1. The following classifications shall be permitted a "pick" of job, location, or shift assignment:

- A. Telephone Operator/Information Clerk Grade 3 (quarterly)
- B. Maintenance Helper Grade 3 (twice per year)
- C. Maintenance Grade 5 (twice per year)

- D. Maintainer Grade 4 (twice per year)
- E. Stock Clerk/Truck Driver Grade 3 (twice per year)
- F. Material Handler Grade 4 and 5 (once per year)
- G. CARSS Operator Grade 4 (twice per year)
- H. All Janitors (twice per year)
- I. Power and Way Section employees (Line, Signal, Substation and Track, Grades 1, 3, 4, 5, 6)(twice per year, shift assignment only)
- J. Grade 4 Money Handlers (shift only – quarterly)
- K. Electronic Repair (shift only – twice per year)

Section 2. The right of selection of janitorial jobs will be granted twice a year (June and December). The dates on which these picks become effective shall coincide with the beginning of a payroll period. Once a year during the December pick, janitors shall have the opportunity to pick a job at any one of the following locations: Bus Operations, Revenue, Central Bus Equipment and Rail Operations. All "picks" shall be posted at least seven (7) calendar days prior to the pick.

Section 3. After notifying the Union; Management has the right to suspend a money handler or electronic repair pick to make assignment adjustments for security reasons.

APPENDICES

APPENDIX A. RATES OF PAY

Section 1. The following wage increase opportunities shall be made during the term of this Agreement:

Wages – For the period from August 1, 2009 to the ratification of this agreement, wages are frozen with a 0% increase.

All full-time and part-time employees with 6 months of service as of December 31, 2011 would receive a one-time payment of \$1,000 for full-time employees and \$500 for part-time employees.

Effective January 1, 2012 employees would receive an increase of 3%.

February 2013 – Effective the first full pay period of February, employees may receive from 0 – 3% wage increase depending on sales tax and passenger fare revenue received by the Authority. Employees would be eligible to receive the percentage increase, to the nearest tenth of a percent, for increases in 2012 sales tax and passenger fare revenue received as compared to 2011 sales tax and passenger fare revenue; not to exceed a 3% wage increase.

If the Authority were to provide a fare rollback or increase to the public in 2012, the Authority would meet with the Union to discuss a change in the formula for calculating the passenger fare revenue as compared to 2011.

February 2014 - Effective the first full pay period of February, employees may receive from 0 – 3% wage increase depending on sales tax and passenger fare revenue received by the Authority. Employees would be eligible to receive the percentage increase, to the nearest tenth of a percent, for increases in 2013 sales tax and passenger fare revenue received as compared to 2012 sales tax and passenger fare revenue; not to exceed a 3% wage increase.

If the Authority were to provide a fare rollback or increase to the public in 2013, the Authority would meet with the Union to discuss a change in the formula for calculating the passenger fare revenue as compared to 2012.

Section 2. The wage adjustments shall be applicable to the hourly or weekly rates of pay being received at the effective date of each increase. The increases shall be applied to all classifications and employees included in the bargaining unit.

Section 3. All employees shall remain on the pay plan under which they were hired or currently work regardless of position or classification changes.

APPENDIX B. WAGE RATES

Section 1. The top wage rate for Bus and Rail Operators who collect fares shall be as follows:

2/1/2009	1/1/2012
\$24.02	\$24.74

Bus and Rail Operators performing work not requiring fare collection shall receive 10 cents per hour less than the applicable Operator rates.

Section 2. The starting rates for all bargaining unit employees in Grades 1-6 (except Paratransit and Community Circulator Operators Grade 1) and employees listed in Section 9, below, shall be a percentage of the top rate as follows:

0 to 12 months	60%
13 to 24 months	65%
25 to 36 months	70%
37 to 48 months	80%
49 to 60 months	90%
61 months and over	100%

Section 3. The top rate for Paratransit and Community Circulator Operators shall be 90% of the top Bus and Rail Operator rate. Starting rates for all Paratransit and Community Circulator Operators shall be a percentage of the top rate as follows:

0 to 12 months	55%
13 to 24 months	60%
25 to 36 months	65%
37 to 48 months	70%
49 to 60 months	80%
61 months and over	90%

Section 4. The wages of all salaried employees in the bargaining unit shall further be adjusted to the nearest half dollar of such increase.

Section 5. Cost of Living Adjustments shall not be made for the duration of this agreement.

Section 6. The Paratransit Supervisors Grade 5 and 6 shall be paid the same rate as Bus Operator Supervisors Grades 5 and 6.

Section 7. Skill Premium-- The skill premium, including the July 31, 2000 adjustments, shall be incorporated into the base rates for all purposes including overtime, pension and future wage adjustments.

Section 8. Hiring Progression

A. Effective on November 14, 1998 employees newly hired into the classifications set forth in Section 9, below, shall serve the following wage progression:

0 to 12 months	75% of the top rate
13 to 24 months	85% of the top rate
25 to 36 months	90% of the top rate
37 months and over	100% of the top rate

B. Effective November 14, 1998 employees in the classifications set forth in Section 9, below, who are currently within the 60 month progression scale shall have their wage rates adjusted as follows: Employees at steps one and two (60% and 65% rates) shall move to new step one (75% rate) immediately and progress to new step two after 12 months of service in new step one, and to new step three after 24 months of service, and to the top rate after 36 months from the date of moving to new step one. Employees at step three (70% rate) shall move to new step one (75% rate) immediately and progress to new step two after 36 months of actual total service, and to new step three after 48 months of total service, and to the top rate after 60 months of total service. Employees at step four (80% rate) shall progress to new step three after 48 months of total service, and to the top rate after 60 months of total service. Employees at step five (90% rate) shall progress to the top rate after 60 months of total service.

Section 9.

MECHANIC & MAINTENANCE POSITIONS		MECHANIC & MAINTENANCE POSITIONS	
Job Class.	Job Title	Job Class.	Job Title
442	Equipment Servicer, Bus	548	Maintenance Technician
442	Equipment Servicer, Rail	549	Maintenance Leader
443	Unit Rebuild Insp. and Exp.	550	Signal Maintenance Tech.
445	Electronic Equip. Maintainer	551	Electronic Equipment Technician
446	Body Mechanic, Bus/Rail	552	Special Equipment Operator/Mech.
447	Equipment Maintainer, Rail	553	Rail A/C Mechanic
447	Equipment Maintainer, Bus	554	PARATRANSIT Group Leader
448	Substation Maintainer	555	Upholsterer
450	Signal Maintainer	556	Equipment Spray Painter
452	Track Maintainer	566	Certified Welder
453	Line Maintainer	567	Motor Repair Leader
455	Upholsterer	598	Material Mechanic Technician
458	Maintainer	612	Vehicle Maintenance Instructor
459	Rail Electrical Maintainers	623	Asst. Rail Shop Supervisor
521	Rail Equip. Body Mechanic	624	Electronics Technician
522	Rail Equip Electrician	638	Coach Inspector
523	Rail Equip Mechanic	641	Body Section Technician
524	Rail Brake Mechanic	642	Unit Replacement Section Tech.
525	Rail Machinist	643	Unit Rebuild Section Technician
526	Machinist	644	Radio Technician
527	Underfloor Wheel Lathe	645	Asst. Section Supervisor
528	Automotive Brake Mechanic	647	Asst. Equipment Supervisor
535	Heating/AC Mechanic	648	Substation Maintainer
536	Assistant Technical Specialist	649	Assistant Maintenance Supervisor
539	Equipment Welder	650	Signal Technician
541	Equip. Body Mechanic	651	Lead Signal Technician
542	Equip. Elect. Unit Mechanic	652	Assistant Track Supervisor
543	Equip. Electrician	653	Line Maintainer
545	Equipment Mechanic	654	Special Equip. Operator/Mech. Leader
546	Equip. Unit Mechanic	655	Maintenance Specialist
547	Equip. Repair Leader	660	Rail Technician
		698	Lead Substation Maintainer

APPENDIX C. PARATRANSIT WORK RULES

Section 1. Per Resolution 1976-125, a new classification, Paratransit Operator, will be established. The Paratransit Operators will operate a vehicle with seating capacity less than 30 passengers, with or without a wheelchair lift. (In the event that RTA takes over operation of the county vehicles for mentally retarded, the operation of those vehicles would come under this classification).

Section 2. All of the provisions of Part I of the Conditions of the Employment will apply to the Paratransit Operators, including vacations, holidays, insurance, pensions, etc. Unless and until specifically negotiated between the parties, the provisions of Part II of the Conditions of Employment shall not apply to these employees except as indicated below.

A. Paratransit Operators and extras shall be guaranteed 40 hours of work per week of five days. In the event that a contract is entered into with Cuyahoga County for transporting the mentally retarded, that work shall be combined with the Paratransit work. At this time, a 40-hour weekly guarantee will apply.

B. Seniority provisions shall apply.

C. Paratransit Operators shall have the right to pick schedules a minimum of two (2) times per year.

D. Paratransit Operators shall have an opportunity to qualify for regular Operator work after a *minimum* of one year of service as a Paratransit Operator.

E. Daily, weekly and day off overtime provisions shall apply.

F. The uniform provision shall apply.

G. Part II, Article 10, Cancellation of Assignment, provisions shall apply.

H. The provisions of Part II, Article 20, governing Part-Time Operators shall apply.

I. Paratransit work and regular Authority work will not be combined on the schedules.

J. Paratransit operators are subject to Part II, Article 13, Missing.

Section 3. Paratransit controllers will be regular RTA Grade 5 personnel.

APPENDIX D. WORK RULES AND PROVISIONS APPLICABLE TO COMMUNITY CIRCULATOR OPERATIONS

Section 1. A new classification, Community (or Neighborhood) Circulator Operator, will be established to operate community and/or neighborhood based services. These services will be initially operated in a fixed-route/fixed-schedule mode (i.e., service routed in a pre-established pattern with pre-scheduled time-points along the routing). It is envisioned, however, that RTA will eventually provide neighborhood services that offer flexible routings that are more responsive to its patrons travel patterns. One example of this type of service is where a bus operates in a specific geographic area without fixed routing or time points (or limited time points) and vehicle trip patterns are governed by passenger trip origins and destinations. This type of service may require extensive operator knowledge of the street patterns in the area(s) being served and/or the use of electronic equipment to track and route the vehicles. These flexible services will be operated as Community Circulator service subject to the provisions indicated below.

Section 2. All of the provisions of Part I of the Conditions of Employment will apply to the Community Circulator Operators, including vacations, holidays, insurance, pensions, etc. Unless and until specifically negotiated between the parties, no other provisions of the Conditions of Employment shall apply to these employees except as indicated below.

A. Community Circulator Operators, full-time and part-time, shall be paid at the Paratransit Operator wage rate. The top rate for Community Circulator Operator shall be 90% of the top Bus and Rail Operator rate. Starting rates for all Community Circulator Operators shall be the percentage of the top rate as specified for Paratransit Operators in the Conditions of Employment, Appendix B, Section 3(A), (B) and (C).

B. Full-time Community Circulator Operators shall be guaranteed 40 hours of work per week of five days.

C. The ratio (percentages) of full-time and part-time Community Circulator Operators shall be determined on the basis of efficient and cost effective service delivery as determined by management. The numbers of part-time and full-time Community Circulator Operators shall be included in calculating the percentage of part-time operators system-wide as provided for in Part II, Article 20, Section 1(B).

D. Seniority provisions shall apply using job classification seniority. Seniority ranking to break ties which occur when two or more operators enter the classification on the same date shall be determined based on the past practice for operators. Paratransit operators who transfer into Community Circulator Operator positions will be credited with additional Community Circulator job seniority based on the job seniority acquired in the Paratransit operator classification. The Authority will agree to preclude, after a 6-month period from date of contract ratification, transfers from Paratransit to Community Circulator that carry Paratransit seniority to the Community Circulator classification. The Authority's normal transfer policy in accordance with the Merit System Rules will apply.

E. Full-time Community Circulator Operators shall have the right to pick work assignments on a system-wide basis two times per year (per F below). Part-time Community Circulator Operator work is assignable and not subject to pick.

F. All full-time work, runs and extra board, will be packaged at management's discretion as either five/eight or four/ten work assignments. Five/eight work packages will have five (5) work days and two (2) off days. Four/ten work packages will have four (4) work days and three (3) off days, of which two off days shall be consecutive. The allocation of straight and swing runs and trippers shall be determined on the basis of efficient and cost effective service delivery as determined by management except that, on a system-wide basis, there shall be no less than fifty percent (50%) straight runs on weekdays, seventy-five percent (75%) straight runs on Saturdays and one hundred percent (100%) straight runs on Sundays.

G. Any work that cannot be packaged as a five/eight or four/ten work assignment, or assigned to a part-time operator, will be assigned to the extra board.

H. In straight runs not less than twelve percent (12%) of running time shall be scheduled for layover/recovery and meal break purposes. Within this period every straight run shall include no less than twenty (20) minutes between the second and sixth consecutive hours of work. For work other than straight runs, not less than ten percent (10%) of running time shall be scheduled for layover purposes.

I. Community Circulator Operators shall have an opportunity to qualify for regular Operator work after a minimum of one (1) year of service as a Community Circulator Operator.

J. Community Circulator Operators and Paratransit Operators are not interchangeable and their work will not be combined. Community Circulator work and other Authority work will also not be combined.

K. Daily, weekly and day off overtime provisions shall apply.

L. The uniform provision shall apply.

M. Missing provision as amended shall apply.

N. Part II, Article 10, Cancellation of Assignment, provision shall apply.

O. A separate extra board for Community Circulator work shall be maintained by the Authority. The size of the extra board will be determined by absenteeism, including scheduled leaves and extra work. Extra board work for full-time Community Circulator Operators will be packaged as indicated in F above. Extra board work for part-time Community Circulator Operators will be assigned.

Section 3. The following provisions shall apply to part-time Community Circulator Operators as specified below:

A. Part-time Community Circulator Operators shall be covered under Part I, Articles 1 through 11, of the Conditions of Employment.

B. Part time Community Circulator Operators shall not regularly work more than thirty (30) hours per week. For each one-half hour over 31 hours a part-time operator works, the Authority shall pay the straight-time regular operator rate to the most senior active employee at the involved district on a rotating basis. Payment shall be by separate check.

C. Part-time Community Circulator Operators shall not be eligible for paid leave and fringe benefits applicable to full-time operators except as specifically provided herein. Part-time Community Operators shall be entitled to receive vacation pay as per Part I, Article 12 herein, on a pro rata basis (based upon the average number of hours worked by such employee in the previous year) and the health care contribution provided for in Part I, Article 15.

D. Part-time Community Circulator Operators shall not accrue system, district or operator seniority while so employed. A part-time Community Circulator Operator who applies and is accepted for employment as a full-time Community Circulator Operator shall for all purposes accrue service or seniority only from the date of his/her hire as a full-time Community Circulator Operator. Part-time Community Circulator Operators shall accrue part-time Community Circulator Operator seniority, which shall apply only to their own part-time group.

E. Part-time Community Circulator Operators shall be paid at the same hourly wage rates as full-time Community Circulator Operators, subject to the hiring progression. For purposes of applying the hiring progression to part-time Community Circulator Operators, two thousand and eighty (2,080) hours worked shall be credited as one (1) year.

F. Part-time Community Circulator Operators shall be paid for all time during which they are required by the Authority to perform any duties.

G. Part-time Community Circulator Operators shall be eligible for the standard uniform contribution provided in Part II, Article 14, and shall be required to wear standard uniforms.

H. Part-time Community Circulator Operators will continue to work when full-time Community Circulator Operators are on layoff. However, any laid-off full-time Community Circulator Operators shall have the right to bump in to a part-time Community Circulator Operator position in lieu of layoff.

I. Part-time Community Circulator Operators may be used for the purpose of working trippers, parts of runs or trippers, the extra board and any work that may be assigned to the board. Based on service delivery needs and to the extent available, part-time Operators will be assigned to runs as well as trippers on weekends with the express purpose of creating more weekend off opportunities for full-time Operators.

J. Part-time Community Circulator Operators working trippers or a five/eight assignment must complete their day's work within twelve and one-half (12½) hours. Part-time operators working a four/ten assignment must complete their day's work within fourteen (14) hours of platform time.

K. Part-time Community Circulator Operators shall be provided free transportation privileges for themselves only on the RTA system.

APPENDIX E. RULES GOVERNING OPERATION OF THE EXTRA BOARD

Section 1. The following rules shall govern the method of handling Extra Operator's Lists at the respective districts:

A. Listing of Assignments on Board Mark-Up

(1) All work foreseen at 11:00 a.m., which signs on at or after 12:01 a.m. the following day, shall be filled by Extra Operators and such work shall be listed in the order of sign-on time. Vacancies in regular assignments, which come to the attention of the District Superintendent by 11:00 a.m. of the day previous to assignment, will be included in the 3:00 p.m. mark-up and listed in the order of sign-on time.

(2) Listing of Work Assignments for the following day shall be marked-up in time sequence order (i.e. all assignments with the same sign-on time) as follows:

- (a) Straight Day Runs
- (b) Split Day Runs
- (c) Straight Afternoon Runs
- (d) Split Afternoon Runs
- (e) Straight Late Runs
- (f) Split Late Runs
- (g) Report

B. Combining A.M. and P.M. Assignments

(1) When listing combination of A.M. and P.M. extra assignments, the two (2) assignments will be listed side by side. Uncombined extra assignments commencing after 12:01 p.m. may be withheld from the list of work to be filled.

(2) An Extra Operator who is marked-up to a definite assignment on the extra board and whose assignment is changed after the board is posted, will have his/her earnings for that day protected.

C. Vacancies on Board Mark-Up

(1) All vacancies in assignments shall be posted in the run book and shall be filled by available qualified Extra Operators assigned to the District indicated as the regular sign-on and sign-off points in the assignment sheets.

(2) Regular Operators will not be required to work trippers.

(3) Extra Operators are first in order of utilization on all extra work.

D. If an Extra Operator is left off the Board by mistake, he or she will be given open extras within the same time range and guaranteed no less than the earnings of the correct mark-up. The Operator will remain in the normal rotation spot for the next day.

E. Extra Operators who do not have the required rest to begin their assignment due to the needs of service the preceding day will be permitted to take over their assignment at the first opportunity.

F. The following will govern the assignment of Extra Operators:

(1) When marking-up or filling regular assignments with Extra Operators, the Extra Operator will be given the entire assignment, providing no violation of required rest would occur.

(2) The Extra List Assignments shall be posted in the District by 3:00 p.m. daily reflecting the next day's assignment.

G. Rotating List:

Determining the number of Extra Operators available for work to be filled:

(1) Exclude Extra Operators scheduled to be absent on account of "requested day off" and absent for other reasons.

(2) The number of Operators to be rotated on the Extra List at each District shall be three (3) unless otherwise agreed between the District Superintendent and the Union President. Such rotation will not be changed except at the time of a pick.

H. Need for Additional Operators for Extra Work on a Rotating Basis when the Extra Board has been exhausted and there is a need for additional Operators, those who have requested work on their off days shall be called to work in seniority order:

(1) Full-time Operators who have requested to work on their picked day(s) off shall be assigned to work in time order sequence early to late runs subject to rest and qualifications. Any full-time Operator who has requested work on his/her picked day off will be passed if that work will leave him/her unavailable to work his/her regular assignment.

Any Operator passed will be placed at the top of the additional Operator list for the next off day. Those who are assigned work shall go to the bottom of the rotation list in the order that they were assigned.

(2) When the list of full-time Operators referred to above has been exhausted, part-time Operators may be utilized.

(3) All Operators desiring to perform work referred to in this Article shall file a Request to Work form with the District Superintendent at the time of pick of twenty-four (24) hours prior to 12:01 a.m. of the day work is to be performed. Operators will be required to fill new Request to Work forms when any district pick occurs. Operators desiring to have their names removed from the list shall give notice in writing to the District Superintendent at least twenty-four (24) hours prior to 12:01 a.m. of the day that the Operator wishes to cancel said request to work.

(4) Those Regular Operators, used as described above, will rotate as they are used on a daily basis so as to afford each Operator one (1) day's work on a given day of the week before any Operator receives two (2) day's work. Lack of qualifications and/or required rest will be considered reason for passing the Operator. The Operator passed will remain first out for work. The Union may review such records.

(5) The following procedure will be used in calling day-off Operators on their second or third day off, who have signified that they would not check for assignments on their second or third off day in this Article:

(a) When calls are made and the day off Operator is not at home, he/she will be passed and no message left as his/her home.

(b) After the list of all "off day" Operators has been exhausted, and additional employees are still needed, the Dispatcher will again call those Operators whom he/she has not been able to contact previously. This procedure will also be followed after the extra board has been posted and the need arises for an additional Operator.

I. No Operator will be assigned to more than one report.

J. Operators reporting back for work from sick must do so before 11:00 a.m. on the day before they are scheduled to return.

K. Operators must be given eight (8) hours between one day's assignment and the next day's assignment.

L. Extra work combined and put on the board the day before shall not be changed.

M. An extra board operator marked-up for a straight report is required to be available for work for a minimum of eight (8) hours. No such operator shall be required to be on duty more than fourteen (14) hours in a twenty-four (24) hour period unless some emergency circumstances exist that require same. In no event shall the operator be required to report for the next day's assignment without having a minimum of eight (8) consecutive hours off within the above twenty-four (24) hour period.

N. A straight report extra board operator who has been on report for three (3) continuous hours without catching an assignment shall be given "open work" that would sign off within the time frame as described above. At all times it shall be the duty of the "mark-up dispatcher" and "window dispatcher" to distribute work to report operators in the most cost-effective manner.

O. Operators having missed may be placed on an open piece of work, but not in front of anyone on the board.

P. When services require the use of operators who "missed," the following rules apply:

(1) Regular operators who miss may be placed on an open piece of work, if qualified, but not before or in front of a reporting extra board operator on the day of the miss. However, efforts shall be made to give the operator work within a reasonable time frame of the time that the miss occurred.

(2) An extra board operator who is marked up to a run and "misses" may be given the latest open assignment closest to his/her position on the extra board for that day or placed on report.

(3) An extra board operator who is marked up to a straight report and misses may be placed on report upon arrival or given an open assignment closest to his/her position on the extra board on the day in question.

In neither case (b and c) should the "miss" operator be given an open assignment before or in front of extra board operators within the same time range who did not "miss" on that day.

Q. In case a run is placed on the board by error, the extra operator that was assigned that run will be taken off the run and assigned open extras and given eight (8) or ten (10) hours guarantee, whichever is applicable.

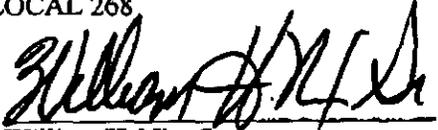
These Rules governing the operation of the Extra Board can only be changed after notifying the Union President or his or her designee, and if agreed to by the Union and Management.

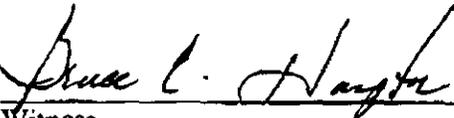
IN WITNESS WHEREOF, the parties hereto have executed these Conditions of Employment on this 15 day of MAY, 2012.

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY


Joseph Calabrese, CEO
General Manager/
Secretary/Treasurer

AMALGAMATED TRANSIT UNION
LOCAL 268


William H. Nix, Sr.
President/Business Agent


Witness


Witness


Sheryl King Benford, General Counsel
Deputy General Manager, Legal Affairs
As to legal form

**SUMMARY LIST OF SIDE LETTERS OF AGREEMENT
(Not all-inclusive)**

Year	Subject
1979	Revised Procedures for Station Attendants
1989	Agreement Clarifying Personal Day Off Provision
1993	Agreement Governing Holiday Pay
1995	Procedures for the Filling of Rail Station Attendant Positions
1996	Agreement re: Moral Claims for ATU Employees
1997	Agreement amending 1979 Station Attendant Agreement
1998	Agreement for ATU E-mail Access
1998	Agreement re: Part-time Operators Promoted at Brooklyn District
1999	Agreement re: Station Attendant Seniority
1999	Agreement re: Breathalyzer Testing
1999	Agreement for Limiting Adjustments to Skill Premium
2000	Agreement re: Majercak's 447 Job Seniority
2001	Agreement re: Eligibility for Shoe Allowance
2002	Agreement re: Operator Refresher Training Program
2002	Agreement re: Sick Time Accrual
2002	Agreement re: New Year Vacation Eligibility
2003	Agreement re: 447 Transfers from Bus to Rail

ATU and RTA agrees to the March 9, 2012 MOU regarding mechanic shifts

ATU and RTA agrees to the January 11, 2012 MOU regarding a default healthcare plan for employees that fail to complete their open enrollment in accordance with RTA deadlines.

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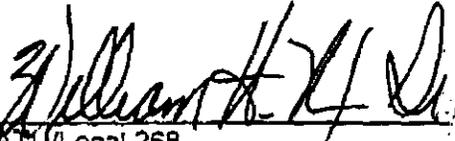
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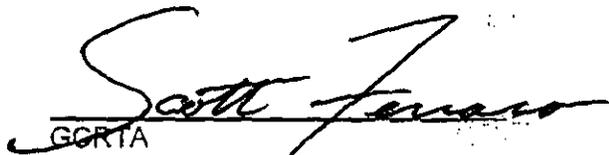
GCRTA Mechanic Shift
MOU - DRAFT
March 9, 2012

The Authority would implement the following mechanic shift schedule with the first shift pick following contract ratification, if the ATU agrees with the conditions listed below and the ATU membership ratifies the current Tentative Agreement on the contract. The agreed upon shift pick would be for a pilot period of two pick periods so the Authority could measure whether mechanics are meeting the necessary productivity levels.

1. The Authority agrees to implement the following mechanic schedule with the first shift pick following contract ratification. The mechanic shift pick would be for a pilot period of two pick periods (6-months). The approximate shift times would be as follows:
 - a. First shift - 6 a.m. to 2:30 p.m.
 - b. Second shift - 2:00 p.m. to 10:30 p.m.
 - c. Third shift - 10 p.m. to 6:30 a.m.
2. The ATU agrees that over the pilot period the mechanics at Hayden and Triskett must make positive strides towards meeting or exceeding semi-annual benchmarks for the following productivity standards and attendance levels in the following areas:
 - a. Miles Between Service Interruptions - Equal to or greater than 7,200 miles
 - b. Preventative Maintenance Compliance - Equal to or greater than 95%
 - c. Pending Corrective Maintenance work - Equal to or less than 500 open tasks per garage and
 - d. Unplanned Absence Rate for mechanic classifications at Hayden and Triskett of equal to or less than 5.0%
3. Progress toward the standards in item 2 shall be posted conspicuously and shared with the ATU monthly.
4. If the mechanics were not able to meet or exceed the productivity and attendance standards noted in item 2, the Authority and the ATU would review information to determine if positive strides are being made.
5. If positive strides were being made the Authority would continue the pilot period for the shift schedules.
6. The Authority agrees that even if the mechanics return to the shifts in place just prior to the pilot period, the Authority would remain open to discussing other alternatives the ATU might identify that would obtain the necessary productivity goals of the Authority.
7. This offer is being made on a non-precedent setting basis. The Authority maintains its management rights and is no way implying it is limiting or waiving its rights to schedule shift times as necessary.


ATU/Local 268

5-15-12
Date


GCRTA

5/15/12
Date



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Amalgamated Transit Union . Local 268

Affiliated with the National, Ohio and Cleveland A.F.L. - C.I.O.

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Cleveland, Ohio 44114
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