

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered into by and between Southwest Ohio Regional Transit Authority (Metro Access Division), its successors and assigns, hereinafter called the "Authority", and Amalgamated Transit Union, Local 627, hereinafter called the "Union".

The parties to this Agreement desire to establish and maintain mutual understanding and cooperation that will promote to the fullest the economy of operation, the quality and safety of service, fair and reasonable conditions of employment, and to provide methods for fair and harmonious adjustment of all disputes that may arise between them so as to secure uninterrupted operations for the public.

It is agreed by both the Authority and the Union that there shall be no discrimination in hiring, promotions, or other aspects of employment, or in regard to union membership, its rights and obligations because of race, color, sex, age, national origin, religion, disability, genetic information, pregnancy, sexual orientation, gender identity, veteran and military, or marital status.

Section 1: RECOGNITION

(a) The Union

The Authority recognizes the Union as the exclusive bargaining representative of all of its employees, as that term is defined in paragraph (d) of this recognition clause, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other working conditions.

(b) Union Representation

(1) Union Shop Stewards

Recognition of Shop Stewards. From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize the designated shop stewards to serve as the Union's agent in the representation of employees of the Bargaining Unit.

Compensation of Shop Steward While Engaged in Union Activity. The shop steward shall not be compensated by the Authority for his/her duties as the shop steward, unless a meeting is scheduled at management's request during the steward's regular schedule. In such cases, he/she will be paid for all lost scheduled time. Also, approved leave for Union Activity shall not void the weekly guarantee.

(2) Distribution of Union Literature

Bulletin Boards. The Authority will provide the Union with bulletin boards. Said bulletin boards will be located in the Transportation and Mechanical Departments in such a manner that all employees can easily see its contents. Both parties must mutually agree on the locations of the Union Bulletin Board. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used to post personal notices or any other material not pertinent to official Union business or any material derogatory of the Authority or SORTA. Union Officers and/or stewards shall have reasonable access, during regular Authority office hours, to maintain the bulletin board.

(3) Union Business Leave

An employee designated by the Union to serve as a full time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Section 22: Seniority of this Agreement but shall not be entitled to any compensation or benefits under this Agreement.

(4) Union Visitation

The Union will be allowed access to Authority premises for the purpose of investigating or adjusting an actual grievance. The Union agent will not in any manner interfere with the performance of work by the employees.

(c) The Authority

The Authority reserves and maintains all its inherent rights to manage the business and the Authority shall have the prerogatives which are not abridged by this Agreement to determine and direct the policies, procedures and methods of operating its business. The Authority's failure to exercise any function or right reserved to it or its exercising any function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right.

(d) Employees Covered

The term "employee" is hereby defined as all persons working for the Authority whose rates of pay are set forth in Section 5 hereof.

Nothing in this Section shall be interpreted to conflict with or contradict Probationary Employees in Section 1(d).

(e) Probationary Employees

It is agreed that employees hired after January 1, 2020 shall be in Probationary status until they have been in the service of the Authority for at least ninety five (95) days. The Union agrees that it will not question the dismissal or discipline of any such employee who shall not have been in the employ of the Authority for said period. It is further agreed that such time periods may be extended by mutual agreement of the parties in writing. Days referred to in Section 1(d) do not include Saturdays, Sundays or Holidays.

(f) Part-Time Employees

A Part Time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a week. Effective with new hires only, the Authority shall not exceed 18% of the employees who may work as part time. New hires shall be defined as those employees hired after ratification of this agreement. When a full time vacancy occurs, as determined by the Authority, it shall first be offered to a part-time employee within their classification, in seniority order before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

(g) Accredited Officers

The accredited officers who shall conduct all business under the provisions of this Agreement shall be on the part of the Authority those designated by the General Manager from time to time and whose decision shall be final; and on the part of the Union, the President, Business Agent, Secretary, and such additional representatives as may be selected by its laws. Communications, written or verbal, from the Union to the Authority, or from the Authority to the Union, shall be addressed to the proper officer or officers of both, and where in the ordinary course of business it is necessary for conference between heads of departments of the Authority and officers or representatives of the Union, these shall be conducted in the offices of the heads of departments or department managers, as the case may be, unless otherwise agreed upon, and proper respect shall at all times be shown by the heads of departments and department managers and the officers or representatives of the Union to each other.

Section 2: UNION SHOP AND CHECK-OFF

(a) Membership

Membership in the Union on and after the thirtieth (30th) day following the beginning of an employee's employment or the effective date of this Agreement, whichever is the later, is voluntary for all employees in the bargaining unit.

(b) Check-off

On the first pay day of each month the Authority agrees to deduct from the pay of each member of the Union employed by the Authority such uniformly required initiation fees, dues, and assessments as defined by the Constitution and Laws of the Union, as the Union shall have determined to be payable from each member, provided the member has signed a written authorization. The authority shall furnish to the union a list of employees, members of the union, and the amount of the deduction made from the pay of each member. The Authority agrees to remit to the Union the aggregate amount of such deductions together with such statement as may be agreed upon.

(c) ATU-COPE Deduction

The Amalgamated Transit Union Committee on Political Education (ATU-COPE) deduction shall be made on each payday as long as the Union has a signed Authorization Card on file, and forwards the card to the Authority. A copy of deductions shall be forwarded to the Amalgamated Transit Union (International Headquarters) along with a check for the amount of deductions, and a copy sent to the Local Union.

(d) The Union will hold the Authority safe and harmless from any and all liability arising out of the administration of Section 2.

Section 3: DISCIPLINARY ACTION AND GRIEVANCES

(a) The Authority agrees to recognize fully and treat with the Union on questions, grievances and complaints that may arise between them.

(b) There shall be no discharge, suspension or other disciplinary action without sufficient cause or without notification to employee of reason, in writing.

(c) All claims or disputes of employees, the Union or the Authority regarding the application, interpretation or violation of any provisions of this Agreement (except Section 4: NO STRIKE-NO LOCK-OUT) or the imposition of any discipline, including discharge, hereinafter called "grievances", shall be settled in the following manner:

An employee who believes that a grievance exists between the employee and the Authority, shall first meet with the employee's direct supervisor to discuss the matter in an informal manner. The employee may be accompanied by a member of the Union Executive Board. If informal discussion fails to resolve the problem, the Union or the employee may initiate the grievance procedure in the following manner:

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

The supervisor or his/her designee will conduct a hearing with the Union within ten (10) days from receipt of the grievance from the Union.

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

Step Two - In the event the grievance is not resolved in Step One, the Union shall deliver a copy of the grievance to the Department Head or his/her designee, within five (5) days of receipt of the direct supervisor's response.

The Department Head or his/her designee will conduct a hearing with the Union within five (5) days from receipt of the grievance from the Union. After completion of the hearing the Department Head will provide a written answer within five (5) days either sustaining or denying the grievance, and setting forth the reasons for the decision.

Step Three - In the event that the grievance is not resolved under Step Two, the Union shall deliver a copy of the original grievance to the General Manager, or his/her designee, within five (5) days of receipt of the response of the Department Head as set forth in Step Two.

Within five (5) days of the delivery of the grievance to the General Manager, the General Manager or his/her designee will hold a meeting with the grievant and the Union. The General Manager, or his/her designee, will respond in writing within five (5) days either denying or sustaining the grievance and setting forth the reasons therefor.

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

After the initial filing of a grievance, the parties may deliver all above required correspondence through email. Such emailed correspondence shall be considered timely if it is delivered to the above required party by 11:59pm on the applicable due date.

(d) Expedited Arbitration

The Authority and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (1) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and outside counsel will not be used as advocates
- (2) The hearing will be informal
- (3) No briefs will be filed
- (4) There will be no formal rules of evidence
- (5) Each party will present its case and cross-examination and rebuttal. Each case will be completed as soon as possible.
- (6) The arbitrator must agree to hear a minimum of two (2) cases in any one (1) day if requested by the parties. Both parties and the arbitrator may agree to consider more cases in any one day.
- (7) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within 48 hours of the close of the hearing
- (8) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (9) The arbitrator's decision will be final and binding upon the parties.
- (10) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (11) The fees of the arbitrator will be borne equally by both parties and;
- (12) The arbitrator for the expedited arbitration process will be selected as provided in Section 3(e).

(e) Tri-Partite Arbitration

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

Once a panel of possible arbitrators is received by both parties, that selection must be completed within twenty-one (21) days of such receipt. If one party fails to engage in the selection process within twenty-one days, that party shall forfeit its case and the grievance shall be granted in favor of the party that is prepared to proceed in the arbitrator selection process and denied as to the party refusing to proceed within the specified time limits. That decision shall then become final and binding.

Unless otherwise agreed, all grievances for which arbitration is requested shall be determined by three (3) arbitrators. One (1) arbitrator shall be designated by the Union and one (1) arbitrator designated by the Authority. The parties shall designate their respective arbitrators within five (5) days of the date of receipt of demand for arbitration. The parties after the receipt of the list of arbitrators as provided for in paragraph 3 (d) shall determine by lot the order of elimination and thereafter each shall in that order eliminate one (1) name until only one (1) name remains. The remaining person on the list shall be the neutral arbitrator.

The decision of any two (2) of the arbitrators shall be final and binding upon both parties. The arbitrators shall be limited in their decision to the application and interpretation of the provisions of this Agreement and the arbitrators shall have no authority to alter, amend, modify, add to, subtract from or change the terms of this Agreement. Each party shall bear the expense of its own arbitrator and the parties shall share equally the expense of the third arbitrator. Each party has thirty (30) days from the postmark of the arbitrator's decision to request an executive session.

(e) Should any grievance involve the suspension or dismissal of an employee, and the employee is found not sufficiently at fault to warrant such dismissal or suspension, the employee shall be reinstated and paid for time lost as may be decided upon by the representative of the Authority and the Union. In the case of a failure to reach agreement as to the penalty, if any, to such employee under Step 1, 2 or 3 of paragraph 3 (c) the matter of penalty shall be submitted to an arbitrator pursuant to Step 3 and subsequent arbitration procedures herein.

(f) Grievance Committee

Grievance Committee or individuals delegated by the Union to take up grievances with the General Manager's designated representative pursuant to Step 2 or Step 3 will take up such grievances at mutually acceptable times and places, within the time limits herein prescribed.

(g) It is further agreed that such time periods may be extended by mutual agreement of the parties in writing. Days referred to in Section 3 do not include Saturdays, Sundays or Holidays.

(h) Failure To Respond

In the event that Management fails to respond to any aggrieved employee, or his/her Union Representative in any of the steps of the grievance procedure, such non-response shall be deemed a ruling in favor of grievant or Union. If the Union fails to respond in any step of the grievance procedure, such non-response shall be deemed to be the Union's decision to withdraw the grievance.

The non-response, however, on one grievance shall be without prejudice to the right to bring a subsequent grievance involving a different aggrieved employee, but involving the same type of occurrence, or transaction, as in a former grievance.

(i) Notwithstanding the terms of this Section 3 or any other terms of this Agreement, the violation by either party of Section 4 (No Strike - No Lockout) shall not be the subject of this grievance procedure.

Section 4: NO STRIKE - NO LOCKOUT

The parties agree that while this Agreement is in effect, the Union and its members will not engage in, condone, or encourage any strike, work stoppage, slowdown, picketing or other interference with the operations of the Authority, and the Authority will not lock out employees.

It is specifically agreed and understood that violations of this provision by the Union, or by the Authority, shall not be subject to the grievance and arbitration procedures of this Agreement and in the event of a violation, or dispute regarding this provision, each party specifically reserves the right to seek such relief as it may be entitled to, from any court of competent jurisdiction. In addition, any employee violating this provision shall be subject to immediate discharge, which discharge shall not be subject to the grievance and arbitration provisions of Section 3 hereof, provided however, that if there is a dispute as to whether an employee did in fact violate this provision such dispute shall be subject to said grievance and arbitration provisions.

Section 5: WAGE RATES

The basic wage rates of employees covered by this Agreement from 12:01 A.M. January 1, 2020 through midnight February 28, 2021 shall be as listed below:

This language and these provisions shall expire on February 28, 2021.

(a) Transportation Department

Drivers	6/1/2019	9/6/2020
Starting Rate	\$15.52	\$15.52
1 year	\$15.99	\$16.63
2 years	\$16.28	\$16.94
3 years	\$16.68	\$17.34
4 years	\$16.98	\$17.66
5 years	\$17.50	\$18.20
6 years	\$18.03	\$18.75
7 years – Top Rate	\$20.99	\$21.83

(b) Mechanical Department

Mechanics	6/1/2019	9/6/2020
A	\$25.71	\$26.74
B	\$22.42	\$23.32
C	\$16.84	\$17.51

ASE Certification

Metro will pay maintenance employees while working in a mechanical position in classifications A or B an additional twenty cents (\$0.20) per hour for each Metro approved ASE certification obtained. These payments will be added to the employee's base pay. The

certifications must be maintained to continue receiving the additional money. Metro will reimburse certification and testing costs upon successful completion by the employee. ASE certification shall not be a job requirement, and no employee shall be displaced nor their seniority infringed for having or not having an ASE certification.

Utility	6/1/2019	9/6/2020
Starting Rate	\$15.52	\$15.52
Upon their one-year anniversary	\$15.99	\$16.63

(c) Dispatchers

Dispatcher	6/1/2019	9/6/2020
Starting Rate	\$15.52	\$15.52
Upon their one-year anniversary	\$18.29	\$19.02

(d) Schedulers

Scheduler	12/29/2019	9/6/2020
Starting Rate	\$15.52	\$15.52
Upon their one-year anniversary	\$18.72	\$19.47

(e) Customer Care Center

Customer Care Center	12/29/2019	9/6/2020
Starting Rate	\$15.52	\$15.52
Customer Care Center Agent	\$15.99	\$16.63
Customer Care Center Agent hired before 1/1/98	\$18.12	\$18.27

(f) The Authority has the right to fill open Customer Care Center bargaining unit assignments with supervisory personnel.

(g) The Authority reserves the right to implement future increases for new hire rates through the life of the agreement. In the event of a new hire rate increase, all employees will be brought up to that new rate if they are currently below.

(h) Effective Dates

Increases in rates of pay shall be on the first day of the next pay period following the effective date of the rate increase.

(i) Trainers:

Employees who, when requested by the Authority serve as a "Driver Trainer," shall receive \$0.40 per hour in addition to their revenue service rate during such time when the employee is training a new driver, which includes classroom training. The selection of a "Driver Trainer" shall rest solely with the Authority, who shall have the sole right to determine the qualifications of "Driver Trainers" and to assign work to these employees and to require the Driver Trainers to complete all evaluations and paperwork and other duties assigned by the Authority.

Employees who, when requested by the Authority serve as a "Care Center Trainer" shall receive \$0.40 per hour in addition to their regular wage rate during such time when the employee is

training another Agent. The selection of a "Care Center Trainer" shall rest solely with the Authority, who shall have the sole right to determine the qualifications of a "Care Center Trainer" and to assign work to these employees and to require the Care Center Trainers to complete all evaluations and paperwork and other duties assigned by the Authority.

(j) Overtime Rate

Overtime for all employees covered by this Agreement shall be paid at the rate of time and one-half. Time once used in computing overtime shall not again be used for such purpose. All time in excess of forty (40) hours in the payroll week, shall be paid for at the rate of time and one-half.

(k) Accident Reports

All employees required to make out accident reports shall be allowed thirty (30) minutes pay according to their rate per hour.

(l) Free Transportation

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

In addition, all employees in the service of the Authority who qualify for paratransit service are entitled to free transportation on all Access vehicles operated by the Authority. Such employees are not permitted to make or manage their own Access service reservations.

(m) Assigning Work

It is the intent of the parties that the principle of eight (8) hours work for-eight (8) hours pay shall be applied. In order to carry out this intent the Authority may assign employees, who would otherwise not be performing work but would be entitled to pay by reason of other provisions of the contract (for example, guarantee and intervening time provisions), to work of a kind similar to their regular and usual duty. It is understood, however, that layover time, or other similar allowed or penalty time shall be considered as part of the working time of the employee, and the employee shall not be subject to assignment to other duty during such periods.

(n) Night Shift Allowance

For all A, B, and C Mechanics hired after January 1, 2020, a night shift premium of twenty-five cents (\$0.25) an hour for all hours worked will be paid to those working on shifts half or more of the working hours of which are scheduled or worked between the hours of 6:00 p.m. to 6:00 a.m.

For all A, B, and C Mechanics hired as of January 1, 2020, a night shift premium of five percent (5%) an hour for all hours worked will be paid to those working on shifts half or more of the working hours of which are scheduled or worked between the hours of 6:00 p.m. to 6:00 a.m.

(o) Court Attendance

An employee attending court or inquest or other investigation pertaining to Authority business (including trips to the General Office to make statements), except for trips relating to and resulting in disciplinary action, under instruction from the Authority, will be compensated for time so spent at the regular rate, including overtime wherever appropriate. This will also include court appearances under subpoena for incidents involving the employee's on-duty performance. Upon the completion of such attendance the employee shall report to his division if the Authority so

requests and be available for work. Such an employee shall not be paid any less for the time spent than the amount which the employee would have earned on his or her regular assignment, if any, on such day. However, an employee shall not be entitled to compensation in any form for time spent in connection with a Worker's Compensation proceeding or a court appearance in which the employee is a defendant and is convicted of the charges preferred against him or her.

(p) Jury Duty

Employees who are required to lose time from their regular work by reason of serving as a juror in any Court by summons, will be compensated for time so spent. The amount of pay shall be up to eight (8) hours straight time pay for each of such days which were the employee's regularly scheduled work days at the regular rate. Such employees will be paid up to their guarantee, which is a function of their status.

In order to receive compensation, the employee must provide proof of the jury duty appointment and length of time served, and must sign their jury duty compensation over to the Authority.

Returning to work

In the event a Driver is not selected for jury duty or is released by the court before 3pm, the Driver will call the Scheduler to be placed back on his/her next day's schedule. If the Driver is not notified by the court of his/her selection or non-selection until after 3pm, the Driver will notify the Scheduler in his/her division and the employee will be assigned open extras available for assignment. In the event there are no extras available for assignment, the Driver will still receive his/her guarantee.

All other employees who have finished their jury duty, or have not been selected for further jury duty, will call or report to the Authority promptly to arrange their work assignment.

Section 6: VACATIONS

(a) Eligibility

All full time employees in the Transportation Department, Mechanical Department, Dispatchers, and Schedulers shall receive, after one year of continuous full time employment, a paid vacation as further detailed in this Section. Additionally, all full time employees in the Transportation Department, Mechanical Department, Dispatchers, and Schedulers hired as of January 1, 2020 and who have less than one year of continuous service on the Access project as of January 1, 2020 shall be granted forty (40) vacation hours upon completing one year of continuous service from their previously established seniority date on the Access project.

All full time employees in the Transportation Department hired after January 1, 2020 will establish their vacation seniority date upon completing all Cadet training.

(b) Vacation Pay and Accrual

Full time employees listed in part (a) above will accrue paid vacation in the following amounts:

(1) Employees who have been in continuous service less than one (1) year shall be entitled to 3.33 Vacation hours accrued per month, beginning as of their vacation seniority date. These employees cannot use paid vacation until reaching one (1) year of continuous service.

(2) Employees who have been in continuous service for one (1) year but less than five (5) years shall be entitled to 6.66 Vacation hours accrued per month.

(3) Employees who have been in continuous service for five (5) years but less than fifteen (15) years shall be entitled to 10.00 Vacation hours accrued per month.

(4) Employees who have been in continuous service for fifteen (15) years but less than twenty-two (22) years shall be entitled to 13.33 Vacation hours accrued per month. This accrual rate shall also apply to employees who, as of January 1, 2020, had been in continuous service in the Access Division under the previous contractor for ten (10) years but less than fifteen (15) years.

(5) Employees who have been in continuous service for twenty-two (22) or more years shall be entitled to 16.66 Vacation hours accrued per month.

Vacation shall accrue at the above rates on a monthly basis. The employee must work 75% of his/her regular assigned work during a month to receive vacation credit for that month, unless the absence was for a proven illness or other cause agreed by the Authority. In the event that any employee does not work any particular day due to the fact that the employee's attendance is required by the Union at Executive Board meetings or negotiating sessions, such day shall be considered as a day worked for purposes of this section.

Unused vacation can be cashed out at the employee's pay rate at the option of the employee at any time by providing notice to the Authority at least ten days prior to the end of the pay period in which the cash out is to be paid. Vacation pay shall be accrued at the end of each month or portion of month under this agreement.

(c) Employees Less than One Year

No vacation shall be paid until one full year of continuous full time employment is completed. Prorated vacation pay will not be made to employees with less than one year of continuous full time employment.

(d) Vacation Schedule

The Authority shall prepare and post by December 5 of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1 of the year in which vacation is to be taken. The Authority shall develop a procedure allowing eligible employees to select their vacations, according to their vacation seniority date.

(e) Vacation Pay

Vacation may be taken in any increments. Vacation pay may not be used unless the time off is scheduled in advance and approved by the Authority.

Vacation hours are not considered in the computation of overtime. In the event an operator works on his/her day off during the same pay week vacation hours are used, the operator may elect to rescind use of the vacation hours that pay week and bank for future use. For example, an operator uses eight (8) hours of vacation during a pay week, and then works 8 hours on his/her day off during the same pay week. The operator may elect to be paid 48 hours at regular, straight time, or return the vacation hours and be paid forty (40) hours at regular, straight time. Vacation hours returned will be added back to the operator's banked vacation hours.

(f) Carry Over

Employees may carry over vacation from one year to the next up to a maximum of 120 hours.

(g) Pay in Lieu of vacation

Subject to the availability of work, employees are eligible to receive pay for vacation in lieu of actually taking such vacation time according to the following schedule:

Vacation Eligibility	In Lieu
2 weeks	1 week
3 weeks	1 week

4 weeks

2 weeks

An employee desiring to take pay in lieu of vacation time must declare his or her intent in writing using the Vacation Cash Out Form no later than November 1st preceding the vacation year in which the employee desires to trade vacation for pay. Payment for exercising his/her option under this provision will be made to an employee on the last work day before the employee takes his or her first regularly approved scheduled vacation.

(h) Accruals and Paystubs

All employees covered by this section will have their accrued Vacation hours displayed on their paystubs.

Section 7: HOLIDAYS

(a) Holidays Defined:

The holidays referred to throughout this Agreement are the following: New Year's Day, Martin Luther King's birthday, President's Day, (the third Monday in February), Easter Sunday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, as observed by the Authority. The Authority shall determine the number of employees required to work on a holiday.

Employees that receive PTO will not have either Easter Sunday or Veterans' Day treated as holidays, as these days are part of the PTO accrual.

(b) Pay:

All employees covered by this Agreement scheduled to work on a paid holiday shall be paid eight hours pay at straight time. All employees covered by this Agreement not scheduled to work on a paid holiday shall be paid eight hours at straight time. Holiday pay shall not be counted as time worked for purposes of computing overtime.

(c) Eligibility:

In order to be eligible for holiday pay, an employee must be in active pay status or must report for work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and also for work on the holiday, if so scheduled unless due to a proven illness or other cause agreed by the Authority or Union Business. Unless the employee so reports, he/she shall receive no pay for such holiday.

(d) Work on Holiday:

A holiday sign up list shall be posted for each holiday for employees to indicate their desire to work; selection for work shall first be made on basis of seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work on the holiday. Employees who work on the day a holiday is observed shall receive time and one-half their regular rate of pay that day, plus holiday pay at straight time. Drivers assigned to standby work on a Holiday as defined in Section 7(a) will be paid a minimum of four (4) hours.

(e) Work Schedule:

The Authority may elect to amend the work schedule during a week in which a holiday falls or during a week in which service is amended because of an unpaid holiday when service levels and demand are reduced.

(f) An employee will receive holiday pay for a holiday falling during the employee's vacation period.

Section 8: FUNERAL PAY

An employee absent from work because of a death in the employee's immediate family shall be entitled to receive payment for up to three (3) consecutive calendar days, one of which is the day of the funeral, provided such days were regularly scheduled work days for the employee. An employee shall be entitled to an additional two (2) days in the event the funeral service of those family members listed in this Section occurs outside of a three hundred (300) mile radius from downtown Cincinnati, providing such additional days were regularly scheduled work days for the employee.

The amount of payment shall be eight (8) hours straight time pay for each of such days which were the employee's regularly scheduled work days. The immediate family, for the purpose of this provision, shall mean: Husband, Wife, Father, Mother, Son, Daughter, Grandchildren, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Step-parents and Step-children. An employee may be required to furnish proof of relationship to the deceased.

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

Section 9: Life Insurance

(a) The Authority is to bear and pay the cost and expense of group life insurance in the amounts set forth in this section upon the life of each employee covered by this Agreement who has been in the employ of the Authority for three (3) months while continuing in the service of the Authority, or while holding office in the Union which requires the employee's absence from such service, subject to acceptance by the insurance company writing such insurance of any new employee as a risk.

(1) Life Insurance for all active full time employees shall be increased as follows:

January 1, 2020: \$36,000

(b) The Authority is to bear and pay the cost and expense of group life insurance on the life of all pensioners in the amount of two thousand dollars (\$2,000.00).

(c) The Authority will provide and pay the full cost and expense of premiums for all employees under the policy issued by Continental Casualty Company (or substitute Company) providing one hundred thousand dollars (\$100,000) of insurance protection against loss of life, or for total and permanent disability resulting from holdups, or other felonious action against employees.

(d) Supplemental Life Insurance

The Authority will also offer to employees on a completely voluntary basis Supplemental Life Insurance. The applicable premium will be fully paid by the employee. If less than 30% of employees voluntarily elect and enroll in this insurance, the applicable premiums will be revised. If less than 20% of employees voluntarily elect and enroll in this insurance, the insurance coverage will not be offered to any employees.

Section 10: Sick leave and Group Sickness and Accident Protection

(a) Sick Leave Accrual

All actively employed full time employees in the Transportation Department, Mechanical Department, Dispatchers, and Schedulers will earn 1.85 hours per pay period who have no unexcused absences. Employees can accumulate a maximum of 384 hours of sick leave, after which time they will not accumulate more sick leave until the balance falls below 384 hours.

(b) Accruals and Paystubs

All employees covered by this section will have their accrued Sick Leave hours displayed on their paystubs.

(c) Sick Leave Cash Out

Employees may cash out any unused sick leave accrued at 50% of the value of the sick leave by providing the Company with a written request at least 10 days prior to the start of the pay period when the cashed out sick leave will be paid. This provision is intended to affect only those employees hired after the ratification date of this Agreement.

(d) Group Sickness and Accident Insurance

The Authority is to bear and pay the cost and expense of Group Sickness and Accident Insurance for each employee covered by this Agreement, subject to the following conditions:

(i) Employees Covered

All employees who have completed three (3) or more months of continuous service shall be eligible for this insurance.

(ii) Cases Covered

This insurance will be payable to the employee, if while insured under the Plan, the employee becomes totally disabled, is unable to work, and is under the care of a physician legally licensed to practice medicine, because of: (1) an injury not arising out of or in the course of employment, or (2) any sickness not entitling the employee to benefits under any Worker's Compensations or occupational disease law.

(iii) Waiting Period

Benefits will be payable beginning on the first (1st) work day on or after the eighth (8th) calendar day of disability or the first (1st) work day on or after the first (1st) day of hospitalization.

(iv) Maximum Period

Benefits will continue during disability for a maximum of twenty- six (26) weeks for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

(v) Benefits Paid

For claims occurring on or after January 1, 2020, and until the termination of this Agreement, the weekly benefit shall be two hundred and thirty-five dollars (\$235.00).

(e) Felonious Assault

When an employee in the performance of his or her duties under this Agreement, sustains bodily injuries as a result of Felonious Assault by any person, other than an employee, or an act of vandalism against a coach which results in a direct physical impact upon the employee and causes physical injury to him or her, the Authority will pay such employee the regular hourly rate for eight (8) hours for each of the regular work days lost due solely to such injury. However, the Authority reserves the right to review the circumstances of any such case and determine whether payment is appropriate.

In cases where the Worker's Compensation Act applies, the Authority will pay the employee the amount due in the above paragraph less the amount payable to the employee under the Worker's Compensation Act.

All payments under this section shall cease upon the occurrence of one of the following events, whichever first occurs:

- (1) the expiration of twenty-six (26) weeks from the date of the incident causing such injuries, or
- (2) the death of the employee from any cause, or

(3) the injured employee, in the opinion of the Authority's doctor, is able to resume his or her regular duties.

Section 11: HEALTH INSURANCE

(a) The Authority will share in the cost and expense of health insurance coverage for each employee covered by this Agreement, including the President and Secretary-Treasurer of the Union. Such benefits shall provide either single or family coverage depending upon the employee's status. If both husband and wife are employees, either one family plan or individual single plans must be chosen.

Commencing January 1, 2020, the Authority will offer two health insurance plans to all employees eligible for health care coverage under this Agreement. These plans shall include the following levels of benefits.

Preferred Provider Option (PPO)

Coverage Level	Deductible	Co-Insurance	HRA eligibility	HRA maximum Amount
Single	\$3000	100%	After \$700 in deductible expenses	\$2300
Family	\$6000	100%	After \$1400 in deductible expenses	\$4600

High Deductible Health Plan (HDHP)

Coverage Level	Deductible	Co-Insurance	HSA-eligible
Single	\$2000	90%	Yes
Family	\$4000	90%	Yes

Health Savings Account

Employees who enroll in a High Deductible Health Plan may be eligible for a Health Savings Account (HSA) that allows employees to pay for qualified deductible and medical expenses on a pre-tax basis. However, participation in the HSA will be completely voluntary.

Employees wishing to participate must sign up during open enrollment. A monthly fee may be required for the administration of the HSA account and will be payroll deducted on a pre-tax basis.

The Authority will contribute certain amounts ("seed money") to each employee's HSA in order to partially defray the annual HDHP deductible. In addition, the Authority will provide additional amounts ("hardship amount") to employees who have exhausted their seed money on qualified medical expenses that go to the deductible. The seed money and available hardship amounts are set forth below:

Seed Money - 2020

	Jan 2020	Apr 2020	Jul 2020	Oct 2020
Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50
Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00

Hardship - 2020

1/1/20-12/31/20

Single Plan	\$200.00
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Family Plan \$300.00

Wellness Plan

The Authority will continue to offer annual Biometric Screening. The cost of the Screening will be fully paid by the Authority. The Authority may arrange with any vendor of its choice to provide Biometric Screening.

Full details of the Wellness Plan elements and the impact of Wellness Plan element participation on the Authority's and the employee's monthly health insurance contributions are addressed in Appendix A. Employee monthly health insurance contributions are defined as a percentage of the total cost of the premium charges if fully insured or the premium equivalent rate defined each year by the Authority if self-funded.

Employees enrolled in coverage by another source who then experience a qualifying event, and timely enroll in the Authority's health insurance plan will be afforded the opportunity to take a Biometric Screening from an Authority approved provider. The applicable Wellness Plan elements and monthly premium shares will be applied in accordance with Appendix E.

All elements of the Wellness Plan shall comply with the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, and all other applicable statutes and regulations.

Metro's maximum monthly health insurance contributions shall not exceed those being paid as of February 28, 2021. However, the parties shall be permitted to collectively bargain over and establish health insurance contributions, including retroactive changes to Authority and/or employee contributions, which are effective on, or dating back to, January 1, 2021.

Health Insurance "OPT-OUT" Plan

A current employee, including the President and Secretary-Treasurer of the Union, who is covered by medical insurance provided by the Authority or another source can, during open enrollment, elect an "OPT-OUT OPTION" by providing the Authority's approved vendor with proof of other coverage. The employee will receive one hundred and fifty dollars (\$150) per month for opting out of single coverage. The employee will receive three hundred and fifty dollars (\$350) per month for opting the employee and all qualified dependents out of family coverage. These amounts are paid in lieu of the Authority providing any health insurance to the employee as well as to all of the employee's qualified dependents.

An alternative option is for the employee to elect a "DEPENDENT OPT-OUT OPTION." Under the "DEPENDENT OPT-OUT OPTION", the employee will be covered by medical insurance provided by the Authority and the employee can, during open enrollment, elect a "DEPENDENT OPT-OUT OPTION" by providing the Authority's approved vendor with proof of other coverage for one or more qualified dependents.

The following amounts are paid in lieu of the Authority providing health insurance to one or more qualified dependents. The employee will receive one hundred and fifty dollars (\$150) per month for opting out one qualified dependent. The employee will receive three hundred and fifty dollars (\$350) per month for opting out more than one qualified dependent. The employee remains eligible for either single or family coverage. However, the employee can only be eligible for family coverage if the employee has at least one enrolled qualified dependent that has not been opted out of the medical insurance provided by the Authority.

In no event will an employee receive more than three hundred and fifty (\$350) per month, regardless of the opt-out option elected or the applicable medical insurance coverage tier.

An employee can also elect any "OPT OUT OPTION" upon experiencing a qualifying event that permits making a health insurance enrollment change during a plan year.

If the Authority is fully-insured for group health insurance benefits, then no more than 9% of employees, based on seniority, may voluntarily elect these Opt-Out options. This limit will not apply in plan benefit years during which the Authority is self-insured for group health insurance benefits.

Section 125 Plan

Metro will also offer to employees on a completely voluntary basis a Section 125 Plan that allows employees to pay for qualified medical/dental/vision expenses and dependent child care expenses on a pre-tax basis. A monthly fee will also be required for this option. However, enrollment in the Section 125 Plan will be completely voluntary. Employees will not be required to participate. Employees wishing to participate must sign up during open enrollment.

Vision Insurance

The Authority will also offer to employees on a completely voluntary basis Voluntary Vision Insurance. The applicable premium will be fully paid by the employee.

(b) Benefits under (a) above shall apply only to employees who have been in the employ of the Authority for three (3) consecutive months while continuing in the service of the Authority, in a manner consistent with the "Affordable Care Act" dated March 23, 2010, as amended.

(c) Supplemental Insurance

The ATU will offer supplemental insurance to employees thru National Group Protection (NGP) on a completely voluntary basis. The applicable premium will be fully paid by the employee. These premiums as NGP shall have determined to be payable from each participating employee will be payroll deducted on each pay period. The Authority shall provide reasonable accommodations for worksite enrollment during designated enrollment periods. The Authority will not be responsible for any other administrative tasks associated with this supplemental insurance program.

The Authority is not responsible for collecting any missed, unpaid, or past due premiums from employees who participate in NGP's supplemental insurance plan. Any missed, unpaid, or past due premiums are the responsibility of the participating employee, not the Authority. NGP and the insurance company will follow-up with participating employees regarding any missed premiums. Participating employees will follow-up with NGP regarding any questions or concerns related to coverage or premium deductions.

(d) The Authority may arrange with any insurer of its choice to provide health insurance coverage, as long as the level of benefits is equal to or greater than those presently stated in the current Memorandum of Agreement. Also, the Authority may, upon prior consultation with the Union, arrange to become self-insured under the same conditions as above. The coverage or self-insurance may also include mandatory second option, pre-admission notification and pre-admission testing.

(e) Self-insured Reserve Fund

The Authority has established a fund to act as a reserve for the self-insured health plan. Any prior year surplus of funds after the run out of all healthcare claims will be approved for contribution to the reserve fund by the SORTA Board's Finance Committee, up to a reserve target that is 16% of total expected costs for the year.

Once the 16% reserve fund target has been reached:

1. If the reserve fund ever exceeds 16% of total expected costs for the year after all run-out claims have been accounted for, the Authority will use the employee portion of the reserve fund surplus to reduce the employee premiums equivalents for the next plan year, stopping at the 16% target fund balance.
2. If any current year has a deficit compared to that same year's budgeted projection after the run out of all healthcare claims for that year, reserve fund dollars will be used towards the current plan year's budgeted projection, but such use will not deplete the fund in any one plan year below 8% of total expected costs for the year.
3. Subsequent plan year deficits may lead the Authority to deplete any remaining reserve funds.

This reserve fund shall be used for such purposes, which may include, but shall not be limited to, payments for health care benefits for the employees and the payment of costs of the self-insurance program.

Section 12: DENTAL INSURANCE

(a) The Authority will share in the cost and expense of dental insurance coverage for each active employee covered by this Agreement, including the President and Secretary-Treasurer of the Union, who has been in the employ of the Authority for three (3) months while continuing in the service of the Authority. Such benefits shall provide either single or family coverage depending upon the employee's status. If both husband and wife are employees, either one family plan or individual single plans must be chosen.

The rates set forth below are subject to contingencies placed on the plans by the dental insurance providers.

The Authority will pay the amount it pays for the Dental BVN Ortho monthly premium towards the cost of the Dental DHMO Coverage.

The Authority's maximum contribution rates shall not exceed the amount being paid as of December 31, 2020.

Effective January 1, 2020 the employee's monthly premium contributions will be as follows:

Dental BVN Ortho

Single	\$6.13
Family	\$16.90

Dental DHMO

Single	\$8.62
Family	\$31.92

(b) The Authority shall have the right to select the Insurance carrier to provide the benefits as long as the minimum benefits provided are comparable to those offered by the Dental BVN plan.

(c) It is specifically understood that this Section does not apply to pensioners.

Section 13: PAID TIME OFF (PTO)

(a) Eligibility

All Care Center Agents in the Customer Care Center shall receive Paid Time Off (PTO) as further detailed in this Section upon hiring and on January 1st of each calendar year. These employees will not separately receive Paid Vacation or Paid Sick leave, and thus they will not be governed by the language in Sections 6 and Section 10 parts (a), (b), or (c).

If an employee terminates employment and has used PTO time not yet earned, the PTO taken will be deducted from the final paycheck.

(b) PTO Accrual

Full-time employees covered by this Section shall receive annual paid PTO time based on the following chart:

From date of hire (Prorated)	20 days per year
After five (5) years of continuous service	25 days per year
After twelve (12) years of continuous service	30 days per year
After twenty (20) years of continuous service	35 days per year

Part-time employees will earn PTO based on their average "hours worked" once they exceed an average of 28 hours per week.

For the purposes of PTO accrual, an employee whose anniversary date of employment falling in the succeeding calendar year would change his or her PTO entitlement, the employee shall be permitted to pick (in accordance with his or her PTO picking seniority) the longer PTO to which the employee would have been entitled had the anniversary date of employment been prior to January 1 of the succeeding calendar year.

New Employees

A new employee will be granted PTO (prorated) based on month of start. The granting of such PTO is subject to the employee agreeing in writing to permit SORTA to withhold or deduct the value of any used PTO time that has not yet been earned, if the employee leaves the service of the Authority with a PTO deficit. This repayment will be deducted from the employee's final paycheck.

Employees Leaving SORTA

If an employee has used PTO time not yet earned, and employment terminates, the PTO is deducted from the final paycheck. An employee leaving SORTA's service will be paid for any earned PTO that has not been used in the current PTO year. The employee will not be paid for earned PTO if they do not give two weeks' notice. In the case of an involuntary termination (for cause) no PTO will be paid. Employees who plan to retire may take their earned PTO prior to the effective date of the retirement or may choose a lump-sum payment for PTO not used at retirement. The expansion of Authority service time with the use of PTO is not permitted.

(c) PTO Schedule

The Authority shall prepare and post by December 5 of each year a PTO sign up schedule for the following calendar year. Employees may sign up for PTO prior to January 1 for the upcoming calendar year. The Authority shall develop a procedure allowing eligible employees to select their PTO, according to their seniority.

(d) Using PTO

Except as described below in PTO Carry-Over, employees must use the available PTO time in the twelve-month period in which it is granted. With prior management approval, employees may take PTO in the following increments:

- All PTO at one time
- In one-week segments
- One day at a time
- One-half day at a time
- One hour increments

(e) Pay in Lieu of time off (PTO)

The following guidelines apply to pay in lieu of PTO:

1. Payment in lieu of PTO will only be granted for a 5 day period.
2. Compensation will be at the employee's rate of pay at the time of the payment.
3. Separate payment will be made for the pay in lieu of PTO.
4. The direct deposit will be received at the time of the next paycheck cycle.
5. There will be no OPERS deductions and the employee will not receive retirement credit for the payment.
6. The employee and manager are responsible for notifying Human Resources whenever PTO is being paid in lieu of time off by submitting a completed Request for Pay in Lieu of PTO Form.

(f) PTO Carry-Over

If an employee is unable to use all their PTO before the end of the calendar year, the employee will carry over up to 10 days of PTO time into the next calendar year. Subject to the PTO Bank language below regarding the maximum PTO Bank, a carry-over of more than 10 days of PTO must be approved by an Access Manager. The employee and manager are responsible for notifying Human Resources whenever more than 10 days of PTO are being carried over by submitting a completed PTO Carry Over Request Form.

No carry-over of PTO will be permitted from any year in which any unpaid voluntary time off without pay has been used.

(g) PTO Bank Balance

The employee will be allowed a maximum PTO bank of 50 days, measured as of the end of the respective calendar year. After an employee has earned 50 days of PTO, additional PTO stops accruing until the PTO bank is below the 50 day maximum.

(h) All employees covered by this section will have their accrued PTO hours displayed on their paystubs.

Section 14: GENERAL CONDITIONS

(a) Payday

All pay checks will be distributed by direct deposit bi-weekly after the close of the previous pay period.

(b) Authority Meetings.

Safety meetings are held at least once monthly. Attendance at one meeting per month is mandatory. The Authority may also require Informational meetings from time to time. Operators will be compensated at their regular hourly wage (including overtime if applicable) for attending any safety or Authority meeting.

Employee must attend safety meetings each month. An attendance point will be assessed to any employee who does not attend a monthly safety meeting. Employees are allowed to miss one meeting in a 12 month period without receiving an attendance point. If an Employee misses another safety meeting within 12 months they may be excused and will not receive an attendance point provided they have an excuse that is accepted by any Manager at Access.

(c) Citations

No employee shall be required to violate traffic or parking laws. Employees are required to pay for the cost of citations received, unless due to a defect in the vehicle.

(d) Physicals and Drug Screens

In the event the Authority requires an employee to take a physical examination or drug screen, the Authority, must pay the cost of the procedure. No employee shall suffer a loss of earnings from the Authority as a result of time spent in such physical examinations or drug screens.

(e) Extra Contract Agreements

The Authority will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

Section 15: MINIMUM GUARANTEE

The Company will guarantee a minimum of 40 hours of earnings per week to the top 82% senior employees. However, Customer Care Center Agents will not be included in the employee count for this 82% calculation, but all other provisions in this Section will apply to Customer Care Center Agents. The Company will make available seniority rosters on a monthly basis for the union to review. If the employee is on vacation, holiday, sick leave or any other excused absence in a work week, the 40 hour guarantee will be reduced by an amount that is the same as such vacation, holiday, sick leave or excused absence time.

Guaranteed employees as defined by this Section, who work on a day that they are normally scheduled to be off, will be paid overtime for hours worked on their normally scheduled off day. However, this overtime provision will only be applied to such work when the employee meets all conditions set forth in this Section.

Furthermore, this minimum guarantee shall not apply if any one of the following circumstances apply:

- (a) The employee fails to complete any and all scheduled work during the week, including any portion of any shift as well as being tardy for any portion of any shift.
- (b) The employee fails to accept any extra work offered to make up the guarantee.
- (c) In the event operations are curtailed due to a declared emergency, weather or requirement of the Authority. The Authority and Union agree that "curtailed" shall mean a reduction of operations by at least 50% of trips scheduled. All other provisions and/or language not modified by this paragraph shall remain unchanged.
- (d) During the weeks in which the Christmas and Thanksgiving holidays are observed.

Section 16: HOURS OF WORK

(a) Purpose of Article

The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Authority to any employee of a minimum or maximum number

of hours of work per day, per week, or per year. The Authority's pay records, practices and procedures shall govern the payment of all wages.

(b) The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

(c) The regular workweek shall consist of forty (40) hours of work within the workweek.

(d) Daily Open Work

Daily Open Work is defined as any scheduled service that has not been filled, or work open due to absences, lates, or tardies. Any operator desiring extra work must sign the Daily Open Work Sign Up Roster. Operators must sign up no later than 3:00 p.m. the day before notice of availability. Operators will be called by 7:00 p.m. to advise of open work. Operators who accept open work will be subject to the attendance policy as if it was a regularly scheduled day of work. Daily open work will be assigned beginning with the highest seniority operator and will rotate daily for that month.

Work will be assigned in the following order:

- Extra board operators in order of seniority
- Operators by seniority on operator's regular day off
- Operator's work day provided such work does not overlap/conflict with regular work schedule and does not violate state or federal hours of service regulations
- Inverse order of seniority

In instances with less than two-hours' notice of absence (or tardy), work will be covered at the Authority's discretion (to a maximum of two hours) or until an operator can be assigned. This is not intended to change Section 17 (d): Changes on Day of Service.

(e) Overtime Work

In the event that extra work, defined as temporary additional shift(s) assigned by the Authority, where the Authority has knowledge of such extra work at least 24 hours in advance, the extra work will be posted for operators to bid on. The Authority will award the extra work to the most senior operator who is not otherwise scheduled for a regular shift. If the Authority learns of the extra work with less than 24 hours' notice, it may fill the work at its discretion (to a maximum of two hours) of until an Operator can be assigned.

(f) Lunch Periods

The Authority will assign unpaid lunch period between 3.5 and 5.5 hours after the start of a shift. The Authority may assign a lunch period of no more than 60 minutes to employees with a bid shift of more than 8 hours. Lunch time will be unpaid and the Authority will not require an employee to perform work duties during lunch.

(g) Overtime Pay

The Authority shall pay employees who work in excess of forty (40) hours in one week overtime pay at time and one-half of the regular rate of pay.

(h) Timekeeping Procedures

Employees will be paid for all hours worked. Drivers' start time will begin when they get their bus assignment from dispatch at their shift start time. Drivers have twelve minutes from the time they clock in to complete their pre-trip activities and leave the facility to begin their route. At the end of the shift, drivers are expected to complete their post trip activities within five minutes, sign out and complete their work for the day. The pre and post trip time is built into the bid model with the forty-hour guarantee.

Drivers will not be authorized for any other time unless their attendance is required by the Authority and is approved by a supervisor or manager.

Drivers are required to use the Authority provided time clock to record their accurate time leaving and returning to the facility, which shall be their time record. If there is a need for more time allocated for the pre and post trip work, the driver will document this time on his/her Day Card.

Mechanics shall work their scheduled time and shall be required to use the Authority provided time clock to clock in and out. Mechanics are not authorized to work overtime without prior authorization from management.

(i) Unpaid Status

An employee's ability to accrue benefits, other than eligible group health benefits during a period of FMLA, shall cease when an employee is on continuous unpaid leave status unless otherwise stated in this Agreement. Continuous unpaid leave is defined as leave from work longer than 14 days. Employees are required to use any accrued paid leave concurrently with any FMLA leave taken. Use of accrued vacation leave in this instance does not negate vacation already bid and approved.

Section 17: SHIFT BIDDING

(a) Shift Bidding

The Company shall develop the runs to be picked. The company will create no less than 90% of the shifts to be bid with forty hours per week. Shift bids are based on operational needs and may have start and/or end time fluctuations in accordance with part (d) below. In no event shall an employee who is required to operate a ten (10) hour run work more than eleven (11) hours.

(b) Shift Bids

The Authority shall have at least three (3) but not more than four (4) picks per year. Shift picks shall be held in January, May, and September each year. The Authority shall post the pick for the shifts, which shall include designated shift hours and regular days off. The Authority will post the pick seven (7) calendar days prior to the first day of picking. The Authority will send to the Union a copy of this pick seven (7) calendar days prior to the first day of the pick. All drivers will pick until all runs have been filled.

Drivers will pick all work in order of seniority, starting with the most senior driver picking first. Drivers will be assigned a pick time in which to pick a run. An driver's pick shall commence at that assigned time. If a driver fails to designate his or her choice during the applicable time that he or she is scheduled to pick, which will not exceed 10 minutes, either in person or by another person authorized in writing, filed with the Authority to act for him or her, the Authority may assign the employee a division or job.

(c) Open Positions

In the event an employee with their classification position becomes available (open), or in the event an additional position becomes available, the Authority shall, within five weekdays, post the open position, for a period of five weekdays. Any employee with their classification may pick into the open position by seniority. In the event a bid is not picked and remains open it may be assigned by the Authority from the bottom of seniority.

Dispatch and Schedulers may fill in on a temporary basis for each other. When a Dispatcher or Scheduler fills a position in the other classification they will receive their own rate or the rate of the position they are replacing, whichever is higher.

Dispatchers and Schedulers will not be eligible to fill in for Care Center Agents. Likewise, Care Center Agents will not be eligible to fill in for Dispatchers or Schedulers.

(d) Changes on Day of Service

The Authority may, without violating this Agreement, change the starting time of any shift on any day by up to 30 minutes earlier or later. The Authority may also end a shift prior to the scheduled end time or require an employee within their classification to work up to 60 minutes past their scheduled end time per day. However, for split shifts, the Authority may change the end time of either an employee's "A" split or the "B" split, but not both. The Authority is required to notify any employee within their classification whose shift time is adjusted due to work load or deletions to their scheduled work. In addition, in the event of a change to the start time of a shift, the employee within their classification will be notified at least 12 hours in advance, or by 9:00 P.M. the day prior to the shift, whichever is later.

Section 18: LEAVE OF ABSENCE

(a) Definition

A leave of absence is defined as an absence in excess of five consecutive workdays.

(b) Personal Leave

Unpaid Leaves of Absence up to thirty (30) days, may be granted at the Authority's sole discretion, upon receipt of written request from the employee stating the reason for the requested leave.

(c) Military Leave

The Authority will comply with the provisions of the Veterans Re-Employment Rights Act. The Authority will comply with federal and state law with respect to National Guard and Reserve Duty.

(d) Requests for Leaves

Requests for Leave of Absence shall be made as far in advance as possible. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement time spent on Leave of Absence shall be without pay.

(e) Family Leave

The Authority shall comply with State and Federal Family Leave Laws.

Section 19: UNIFORMS

(a) Operators

So long as an exact uniform is used, the Authority will provide each operator with the following annual uniform voucher to be used exclusively for purchasing uniforms: for January 1, 2021, three hundred fifty dollars (\$350.00). The purpose of the voucher is for purchasing uniforms. No unused portion of an annual uniform voucher shall carry over from year to year. Uniform vouchers will be provided at the January pick. Employees will have two (2) years from the date of any uniform change to replace their uniforms. All new operators, upon completion of the probationary period, will receive five (5) sets of uniforms, a jacket, a cap, and sweater at the Authority's cost.

(b) Customer Care Center and Dispatchers

So long as an exact uniform is used, the Authority will provide each Care Center Agent and Dispatcher with the following annual uniform voucher to be used exclusively for purchasing uniforms: for January 1, 2021, two hundred eighty dollars (\$280.00). The purpose of the voucher

is for purchasing uniforms. No unused portion of an annual uniform voucher shall carry over from year to year. Uniform vouchers will be provided at the January pick. Employees will have two (2) years from the date of any uniform change to replace their uniforms. All new Agents and Dispatchers, upon completion of the probationary period, will receive five (5) sets of uniforms, and three (3) sweaters at the Authority's cost.

(c) Special Apparel

The Authority shall supply and pay for required Personal Protective Equipment (PPE) and adequate special apparel for maintenance employees such as necessary safety gloves, boots, and safety hats when required in their tasks.

(d) Rubber Gloves and Ponchos

The Authority will provide rubber (latex) gloves for all employees at the beginning of each shift. Rain Ponchos will be provided for drivers, mechanics, and utility employees to provide protection from the elements.

(e) Tool Allowance

All Mechanics who are required to furnish tools shall be paid a tool allowance for the purpose of tool updating or replacement. This allowance shall be paid as follows:

August 1, 2020: \$485

To be entitled to this allowance an employee must have been in an eligible classification for the twelve (12) months immediately preceding the effective date of the annual general pick (Sunday nearest to June 1st).

Employees who receive an allowance must provide a receipt to substantiate that they have purchased such tools during the previous twelve (12) months.

All employees shall furnish such tools as required by the tool list issued by the Authority.

(f) Maintenance Uniforms

The Authority will provide each maintenance department employee with an annual uniform voucher, for January 1, 2021, two hundred eighty dollars (\$280.00), for purchasing uniforms, work shoes, and winter jackets. Uniform vouchers will be provided at the January pick. No unused portion of an annual uniform voucher shall carry over from year to year. Employees will have two (2) years from the date of any uniform change to replace outdated uniforms.

All maintenance employees must wear the authorized uniform and shoes while on duty. All new maintenance employees will receive five (5) sets of uniforms, one pair of shoes, and a winter jacket at the Authority's cost upon completion of the probationary period.

Section 20: OBSERVANCE OF RULES

(a) Adequate service for the public and courteous treatment of passengers are necessary for the efficient operation of the Authority's system and as there are embodied in the Authority's rules for employees, and in orders issued from time to time, directions for employees that will tend to successful and efficient operation, the Union shall take such action as will at all times aid in securing the strict observance of these rules by its members. The Authority will provide that there is no conflict between orders and rules and the provisions of this contract.

(b) Interpretation of Rules

In case of uncertainty or misunderstanding as to the application of any rule or order of the Authority and the action of the employee, a member of the bargaining unit, the matter shall be presented for interpretation and explanation, first to the appropriate Access Manager and the

employee shall be governed by this decision. In case of disagreement with the decision of the Access Manager the matter shall then be taken up in the same way as are grievances.

Section 21: DISCIPLINE

(a) Authority Rights

The Authority shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation.

The Authority shall have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement.

(b) Work Rules

The Authority shall issue an Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy the Authority will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least ten (10) days prior to the implementation of said rule, regulation or addendum.

(c) Safe Vehicles

No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Authority, are provided in the vehicle.

(d) Discipline Administered with Union Representation

In the event an Employee violates the rules of the Authority and the Authority determines discipline may be necessary, he/she will be called in by his/her supervisor. A Union Representative must be present, unless waived in by the Employee, during the meeting. If the Employee declines Union Representation the meeting will commence and the Employee will be advised of the violation and the discipline. If the Employee elects Union Representation the meeting will not commence until the Union Representative is in attendance.

A copy of any disciplinary action shall be provided to the Employee and the Union Representative and will state the reason(s) for the action taken. This will be presented at the time discipline is administered. A copy shall be sent to the Union within 3 working days following any and all disciplinary actions taken.

Section 22: Seniority

(a) Seniority Defined

Seniority shall mean the length of time an employee has been employed by the Authority in a bargaining unit position, and including time employed on the Metro Access project, measured in calendar days from the first day of employment. Employees who were employed on the last day of operation of Metro Access service for SORTA by the previous contractor, MV Transit, Inc., who were hired by the Authority, will maintain the seniority date they had at MV Transit, Inc. for the purpose of rates of pay, all other benefits and selecting work including, but not limited to, the determination of order in any lay-off or recall from lay-off or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employee

who has the earlier date of birth shall be deemed more senior. In the event that birthdays are identical, then the employee who submitted their employment application earlier shall be deemed the more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1 of this Agreement, at which time the employee shall possess seniority as defined in this Section below. Seniority shall be applicable only as expressly provided in this Agreement.

(b) Layoff

(1) Determination of Layoffs

The Authority will determine the timing of layoffs, and the number of employees to be laid off.

(2) Layoffs

When a reduction in the work force becomes necessary, as determined by the Authority, such layoffs shall be made in reverse order in seniority. Part-time employees shall be laid off before full time employees.

(c) Recall

(1) Order of Recall

The employee with the most Seniority will be the first one recalled from layoff. Full-time employees on layoff shall be recalled prior to part-time employees.

(2) Notice of Recall

The Authority will forward notice of recall by mail to the last known address of the employee as reflected on Company records. The employee must, within two (2) weeks of delivery or attempted delivery of the notice of recall, notify the Authority of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

(d) Termination of Seniority

An employee's Seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (1) Resignation by the employee or termination for just cause by the Authority, unless reinstated pursuant to the grievance procedure;
- (2) Failure to give notice of intent to return to work after recall within the time period specified in part (c)(2) above, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (3) Failure to return to work upon expiration of an approved leave of absence;
- (4) Layoff for a period of thirty-six (36) months or for a period equal to the employee's Seniority, whichever is less; or
- (5) Misuse of leave as a subterfuge to accept employment elsewhere or for purposes other than stated upon request for leave.

(e) Seniority List

The Authority shall provide the Union each month with a list of newly hired employees, those employees that have cleared probation, those employees that have resigned or retired, and those employees that have been terminated, along with the dates pertinent to each event. The Authority shall provide the Union with a Master Seniority list at the end of each month and before each pick.

(f) Seniority shall prevail in all other departments where employees are members of this Union and part of the bargaining unit. Vacancies shall be filled within a period of thirty (30) days or as soon thereafter as practicable unless the job so vacated is abolished.

When an employee applies for and is awarded a job in a different department, that employee will move into the new department at the bottom of the department seniority list. The employee will retain his/her overall seniority for purposes of benefits. Picking rights will be determined by his/her place on the new department seniority list. Any such employee moving from the department to another as outlined above, will serve a 95 day probationary period in the new department and job. The Authority may at any time during the probationary period elect to move the employee back to his/her former department. In such a case, the employee will move back to their old department with full seniority for picking and benefits. In case of layoff an employee shall be allowed to return to his/her former department with the seniority attained at the time they left. For this paragraph only, departments are defined as Transportation, Mechanical, Dispatchers, Schedulers, and Customer Care Center.

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

(g) Notification

The Authority will notify the Union within five (5) working days of all bargaining unit persons who accept non-bargaining unit duties with the Authority and the approximate duration of the same.

(h) Customer Care Center

To facilitate the parties' agreement to combine the Call Center of the Metro Operating Division with the Reservationists of the Access Operating Division into one Department ("Customer Care Center"), the following provisions will apply in addition to the seniority provisions throughout this Section.

(1) The terms and conditions regarding Customer Care Center employees will be governed by this labor agreement, and no other.

(2) These two groups will be combined into one Department seniority list. Seniority shall mean the length of time an employee has been employed by the Authority, including time employed on the Metro Access project by the prior contractors First Transit, Inc. and/or MV Transit, Inc., measured in calendar days from the first day of employment.

(3) Employees who were employed on the last day of operation of Metro Access service for SORTA by the previous contractor, MV Transit, Inc., who were hired by the Authority, will maintain the seniority date they had at MV Transit, Inc. Likewise, employees from the Authority's Call Center as of January 1, 2020 will maintain the seniority date they had with the Authority.

(4) The parties will execute a separate Side Letter to set the initial Seniority List for the Customer Care Center Department.

Section 23: LOCKERS TO BE PROVIDED

The Authority agrees to provide one (1) locker for each employee.

Section 24: TERM OF AGREEMENT

(a) The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express or implied statement or previously written statements, oral statements, or previous employer's past practices prior to January 1, 2020 shall add to or supersede any of its provisions.

(b) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(c) This Agreement and the provisions thereof shall take the place of all prior contracts and continue in force and bind the respective parties hereunto from 12:01 A.M., January 1, 2020 through midnight February 28, 2021, and from year-to-year thereafter, unless changed by the parties.

(d) Either of the parties hereunto desiring a change in any Section or Sections of this Agreement shall notify the other party in writing of the desired changes at least sixty (60) days prior to the 28th day of February, 2021. If neither party gives such notice, the Agreement shall continue on from year-to-year. If such notice is given by either party, the Agreement shall then be opened for consideration of the change or changes desired.

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