





SORTA: Labor Negotiations
FINAL OFFER – February 17, 2021

The Authority reserves the right to add to, delete from, amend, or modify any of its proposals, and to correct any inadvertent errors to this and all proposals during the course of negotiations.

OBJECTIVE:

Together, ensure that our CBA positions us for growth in ways that improve our service, support our mission, and care for our employees.

Inspiration from our CBA:	SORTA's Goals:
 Promote fair and reasonable conditions of employment	Improve employee work-life quality
 Promote the quality and safety of service	Safely and effectively improve our processes, the customer experience, and enhance our community
 Promote to the fullest the economy of operation	Smart investment that supports short-term and long-term goals
 Provide methods for fair and harmonious adjustment of all disputes	Clarify contract language, including matters of prior disputes

PROPOSALS:

Section 5: WAGE RATES    

(a) Through (i): increase the basic wage rates as follows:

1/3/21	1/2/22	1/1/23
6.0%	3.0%	3.0%

(h) Division Clerks and Board Clerks

Summary of proposals regarding Clerks:

- Section 5(o) will apply to Clerks, effective with the first full pay period after ratification.
- Section 10 will apply to Clerks, effective with the first full pay period after ratification. The parties will execute a Side Letter to establish Sick Leave banks and Perfect Attendance Days for current Clerks.

~~It is understood that Division and Board Clerks normally work hours in addition to their regularly scheduled hours and the monthly rate is computed to cover all of such hours. The Authority, however, agrees that it does not intend to change the existing practice of schedule scheduling eight (8) hour shifts. Assigned shifts beyond their regular schedule shall be paid at the straight time hourly equivalent of the applicable monthly rate.~~

It is also understood that the past practice shall continue for Division and Board Clerks as it is presently in existence and as it has existed for the past several years and that provisions of this contract

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do not apply to Division and Board Clerks except the following sections: 1, 2, 3, 4, 5(h), 5(k), **5(o), 5(q), 5(r), 5(t), 5(u)**, 7, 8, 9, **10**, 11, 12, 13, , **23**, 27, 28, 29, 30, 31.

Division and Board Clerks shall receive the same length of vacations as other employees and will pick vacations according to Authority seniority. Seniority will be used for the purpose of job selections, job assignments, lay-offs, and bump-downs. If a new division is opened or a division entirely closed, a reselection on a system seniority basis will be allowed. When divisions are consolidated, a reselection on a system seniority basis will also be allowed. Regardless of any of the foregoing one Board job at each division shall not be subject to pick and the Authority shall assign that job. A person assigned as a Board Clerk, however, shall have the right to pick out of the job. The Authority will provide clerks with written job descriptions. Division Clerks will have a "System Pick" each year.

~~All Division and Board Clerks appointed prior to January 7, 1981 shall receive one hundred ninety five (195) accumulated sick leave days effective January 8, 1981. There will be no additional accumulation of sick leave days until the one hundred ninety five (195) days have been reduced to below one hundred thirty (130) sick leave days. Maximum accumulation allowed thereafter will be a total of one hundred thirty (130) days accumulated at the rate of three fourths (3/4) day per month worked (no accumulation if absent more than five (5) days per month).~~

~~All Division and Board Clerks appointed after January 8, 1981, shall convert their sick days accumulated under the contract to the nearest whole day and be credited with that amount to a maximum of one hundred thirty (130) days sick leave. Further accumulation will be at the rate of three fourths (3/4) day per month worked to a maximum of the hundred thirty (130) days (no accumulation if absent more than five (5) working days per month.)~~

~~This maximum of one hundred thirty (130) days sick leave accumulated at the rate of three fourths (3/4) day per month as above, is in accordance with the current sick leave policy as outlined in the Authority's salaried personnel policies as approved by the SORTA Board and subject to revision by them from time to time.~~

~~Any revisions in the Authority's salaried personnel sick leave policies as approved by the SORTA Board will apply to the Division and Board Clerks.~~

(s): Premium Pay Night Shift Allowance

(1) Night Shift Allowance

A night shift premium of **fifty cents (\$0.50)** ~~twenty five cents (\$0.25)~~ an hour for all hours worked will be paid to all employees, other than operators, 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.

(2) Extra Board Premium

- Goal: revise the rotation procedures so that Board Operators can pick from set Show-Up times
- Goal: develop revisions to the Board Rules to be implemented with the 2021 System Pick.

Operators who pick the Extra Board under Section 16(a)(1) will be paid a premium of one dollar (\$1.00) per hour in addition to the Operator's regular straight time pay for the duration of the pick while working their regularly scheduled Extra Board assignment. This additional pay shall be included in overtime calculations. This additional pay will apply to time worked on Show-Up, when an Extra Board Operator works a Hold Down run, and time worked while operating a bus. This additional pay will not apply when an Extra Operator is on special assignment.

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Part-time Operators are not eligible for this premium. Regular Run Operators that work on the Extra Board ~~are not~~ eligible for this premium, for example when working the Board on an off day or after their regularly scheduled work.

The entirety of subsection 5(s)(2) and its terms are contingent upon the Board Rules being revised with respect to Daily Rotation and any related issues in advance of the 2021 System Pick.

(3) Premium Routes

Premium Routes will be selected by the Authority in its sole discretion for the duration of each System Pick. Any changes to these selections will be made by the Authority to coincide with the next System Pick.

Operators who pick runs under Section 16(a)(1) that contain Premium Routes will be paid a premium of one dollar (\$1.00) per hour in addition to the Operator's regular straight time pay for time worked on a Premium Route(s) as part of their regularly scheduled run assignments. This premium pay shall be included in overtime calculations. This premium pay will also apply for time worked by an Extra Board Operator on a Premium Route. This premium pay will not apply when an Operator is on special assignment or is otherwise not operating a Premium Route(s).

Part-time Operators are not eligible for this premium pay. This premium pay ~~will not~~ apply to work performed on a **Regular Run** Operator's regularly scheduled off day or to work performed beyond a **Regular Run** Operator's regularly scheduled work.

Section 10: GROUP SICKNESS AND ACCIDENT PROTECTION 

(f) Benefits Paid

For claims occurring on or after ~~February 1, 2021, February 9, 2014,~~ the weekly benefit shall be ~~two hundred and twenty-five dollars (\$225.00)~~ **two hundred and seventy-five dollars (\$275.00).** **Effective February 1, 2022, the weekly benefit shall be two hundred and ninety dollars (\$290.00).** Effective February 1, ~~2023, 2015,~~ and until the termination of this Agreement, the weekly benefit shall be **three hundred dollars (\$300.00).** ~~two hundred and thirty-five dollars (\$235.00).~~

(g) Sick Leave

...

Sick leave benefits will be payable beginning on the fifth (5th) working day of the disability and continuing until the expiration of the employee's accumulated sick leave. Effective February 1, 2000, Sick Leave will become payable on the third (3rd) day in the next quarter for employees whose individual overall absentee rate for the prior quarter is six percent (6%) or lower. **Effective January 2, 2022, employees with twenty-eight (28) or more years of continuous service will have up to five (5) days of Sick Leave per calendar year that will be payable beginning on the first (1st) working day of the disability.**

...

(h) Sick Leave: Retirement Payout

Effective January 1, 2022, Subject to the provisions of the Ohio Revised Code, upon retiring an employee shall be eligible to be paid for **one-half (1/2)** of his/her accrued but unused sick leave. Sick leave will be paid at the prevailing base rate per hour, and one (1) day of accumulation shall equate to eight (8) hours. Said payment shall eliminate all sick leave accrued by the employee.

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An employee desiring to receive this Sick Leave Retirement Payout must declare his or her intent **in writing**.

Section 11(a): HEALTH INSURANCE 

- **Revise this section, as stated below. All other language in Section 11 remains unchanged.**

(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, and any additional local officer** 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.

Throughout this Section, “domestic partner” is synonymous with “spouse.”

~~For the period, November 1, 2015 through January 31, 2016, the Authority will continue to provide the Hospital Care and Surgical Benefit Insurance offered under the previous Memorandum of Agreement (expiring October 31, 2015) under the same terms, conditions and costs as existed on October 31, 2015, including, but not limited to the Authority’s monthly contribution, co-pays, monthly employee premium contributions, etc.~~

Commencing February 1, 2016, 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 - 2021

Jan 2021 Apr 2021 Jul 2021 Oct 2021

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Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50
Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00

Seed Money - 2022

	Jan 2022	Apr 2022	Jul 2022	Oct 2022
Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50
Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00

Seed Money - 2023

	Jan 2023	Apr 2023	Jul 2023	Oct 2023
Single Plan	\$ 187.50	\$187.50	\$187.50	\$187.50
Family Plan	\$ 375.00	\$375.00	\$375.00	\$375.00

Hardship 2021

	1/1/21-12/31/21	2022	2023
		1/1/22-12/31/22	1/1/23-12/31/23
Single Plan	\$200.00	\$200.00	\$200.00
Family Plan	\$300.00	\$300.00	\$300.00

Wellness Program Plan and Health Insurance Contributions

~~Effective February 1, 2016 through May 31, 2016, the Authority's monthly premium share will be 90% and the employee's monthly premium share will be 10%. During this time period, employees and their spouses or domestic partners enrolled in an Authority health insurance plan may participate in Biometric Screening.~~

The Authority will continue to offer annual Biometric Screening **and Nicotine 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. **The Authority will establish the testing period for both the Biometric and Nicotine Screenings.**

An employee's monthly health insurance contribution in a plan year will be determined by whether or not the employee has fulfilled the required Wellness Program elements in the prior plan year, listed below.

- Biometric Screen through the Authority's vendor
- Nicotine Screen through the Authority's vendor
- Primary Care Physician visit with annual physical

If an employee enrolls a spouse on an Authority health insurance plan, then the spouse must also complete all of the applicable annual Wellness Program elements, as listed above, in order for the employee to qualify for the Wellness contribution rates. If all required Wellness Program elements have been met, the employee qualifies for the Wellness contribution rates.

	Wellness Rate*	Non-wellness Rate*
Single	10%	17%
Family	10%	17%

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* Nicotine Use: If employees (and/or covered spouses) do not a) verify that they are Nicotine Free through the Authority's provided Nicotine Screening, or b) do not participate in the Authority's provided Nicotine Screening, then the employee will pay the applicable Nicotine Use surcharge of an additional \$50/month. The Authority's provided Biometric Screening will also include the Nicotine 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 E.~~ 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 **Program** elements and monthly premium **contribution** shares will be applied in accordance with **this Section**.
~~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 December 31, **2023**. **After the 2023 plan year, the parties agree to continue to abide by the terms of Section 11 until a successor agreement is reached.**

If the monthly premium renewal rates exceed 12% for the 2015 plan year, the parties have agreed to open Section 11 of the contract for the sole purpose of negotiating a different health insurance plan design and/or carrier in an effort to reduce the premium increase. If the parties do not agree on a plan that does not exceed 12%, then any increase beyond 12% shall be paid 50% by the Authority and 50% by the employees.

Section 14: WORK DAY AND WORK WEEK

(d) Employees Working On Off Day

(1) **withdrawn**

(2) An operator who fails to perform or to complete his or her regularly scheduled assignment, **or an assignment scheduled on a regular off day**, may be denied, at the Authority's option, the right to any overtime assignment within the next seven (7) calendar days of the incident of failing to perform or complete his or her regularly scheduled assignment. **Also, an operator who commits any miss violation on his or her regularly scheduled assignment or an assignment scheduled on a regular off day will receive discipline for such miss violation according to Section 20.**

Section 15: SCHEDULES

(b) Straight Runs – **withdrawn**

(e) Spread Time Of Runs - Penalty Payment **withdrawn**

Section 16: PICKING RUNS

(a) (1) **withdrawn**

(a) (1): add to the end of the current language:

For all picks, the Authority shall provide the Union with three (3) pick options per Division for weekday runs.

Section 16: PICKING RUNS

(a)(3) – delete this entire sub-section in conjunction with the revisions to the Extra Board

Section 16(d): Operators Trading Runs

- Revise part #5: of the May 2008 Run Trade agreement
- 5. Run trades can be requested by the two operators in the following time parameters:
 - A maximum period of up to the end of the current **pay period pick**
 - A minimum period of by 2pm of the prior work day of the run trade (prior to board being final)

Section 22(b): SYSTEM SENIORITY

- Clarify the start of the General Pick for all maintenance departments. - **withdrawn**

Section 22: SYSTEM SENIORITY

- Address a restriction on our ability to hire when someone wants to return to the bargaining unit.

(c) Seniority In Other Departments  
– reentry in the bargaining unit, 3rd paragraph

...

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.

Upon returning to the bargaining unit, such employee will start at the bottom of the department seniority list for job picking and vacation picking. The employee will retain his/her overall seniority for purposes of benefit accruals. In case of a layoff, time spent in any non-bargaining unit position will not count towards department seniority.

Section 23: UNIFORMS

Operator uniforms

(a) 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 February 1, 2021, three hundred ninety dollars (\$390.00); February 1, 2022, four hundred dollars (\$400.00); and for February 1, 2023, four hundred ten dollars (\$410.00).** 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 system pick. All new operators, upon completion of the probationary period, will receive five (5) sets of uniforms, a jacket, and sweater at the Authority's cost.

Clerks will receive the same annual uniform voucher amounts as the Operators.

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Employees will have two (2) years from the date of any uniform change to replace their uniforms. **The one exception to this replacement rule is that in 2021, the Authority will change the Operator uniform, and each operator will receive five (5) new sets of uniforms, a jacket, and sweater at the Authority's cost.**

(c) Tool Allowance

August 1, 2021:	\$495
August 1, 2022:	\$505
August 1, 2023:	\$515

Section 31: PART-TIME OPERATORS 

- Revise the Side Letter regarding Part-Time Operators and include it as an Appendix to the CBA

Section 32 ~~33~~: TERM OF AGREEMENT 

- 3-year term, 11/1/20 – 10/31/23

APPENDIX (insert letter): PART-TIME OPERATORS

New classification:

The classification of Part-Time Operator is **also addressed Section 31 of the MOA.** ~~being added as a new classification.~~

- ~~The 28 Hour Operator classification is being eliminated.~~

Eligibility:

- Only newly hired Operators will be eligible for the Part-Time Operator classification.

Part-Time Operators' work:

- These Operators will not pick runs.
- Instead, they will be assigned by the Authority to specific Part-Time Show-up times on a separate Part-time Show-up Board.
- Part-Time Show-Up will last for 5 hours.
- These Operators will be assigned by the Authority to specific Show-Up start times. This means the Operator will start at the same time every day.
- **A Part-Time Operator may request, in writing, to be assigned to a different Show-Up schedule, listed below. The decision to grant such a request is in the Authority's sole discretion.**

Part-Time Show-Up Schedule:

- AM:
 - 5:10 am Show up until 10:10 am
 - **9:30 am Show up until 2:30 pm**
- PM:
 - 1:30 pm Show-up until 6:30 pm
 - 5:30 pm Show-up until 10:30 pm
 - 7:30 pm Show-up until 12:30 am
 - 9:00 pm Show-up until 2:00 am
- Part-Time Operators will rotate daily within their specific Show-Up start time group. Otherwise, the rotation will be done according to the parties' current method.

Use of Part-Time Show-Up:

- Any incomplete work:
 - Will be first assigned to the on-duty Part-time Board, from the bottom-up.
- Full/complete pieces of work:
 - Will be first assigned to the on-duty Regular Sub-Board. This work will only be assigned to the Part-time Board after all other on-duty Full-Time Board Operators have been exhausted.
 - Complete work assigned to the Part-time Board will be from the top-down.
 - The Operator at the bottom of the next Regular Sub-Board Show-up time will, upon reporting, relieve a Part-Time Operator on a complete piece of work, who will then return to Part-Time Show-up.

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- A Part-Time Operator in revenue service will be permitted to finish a piece of work even if it carries the Operator beyond 28 weekly hours worked.
- After reaching 28 paid hours, the Part-Time Operator will not be eligible for any other work that week.

Relief after 8:

- In addition to the assignment procedures for incomplete and full pieces of work, PM Part-time Operators will be used first for relieving Full-time Board Operators after 8 daily hours worked.
- The parties have agreed to a separate Side Letter regarding Relief after 8 procedures.

Full-Time Regular Operators that have “left a note”:

- Full-Time Operators that have left a note for additional work will be used before Part-Time Operators.
- Full-Time Operators cannot be used to fill an open Part-Time Show-Up assignment.

Probation:

- The current standards will apply. SORTA retains the discretion to change them.

Criteria for moving to Full-Time:

- ~~Current~~ Rules regarding Attendance, Accidents, and Customer Complaints are not affected by this **agreement** ~~Side Letter~~, and those rules shall apply to Part-Time Operators. However, to be eligible to advance to a Full-Time Operator position, a Part-Time Operator must meet all of the following criteria:
 - Attendance:
 - Less than 3 ~~active~~ misses within the prior 95 days
 - Less than 3 ~~active~~ Attendance Points within the prior 120 days
 - Accidents:
 - Less than 2 ~~active~~ accidents within the past 12 months
 - Customer complaints:
 - Less than 2 ~~active~~ chargeable complaints within the past 12 months

Other topics:

- Number of Part-Time Operators: no more than 7% of the Full-Time Operator workforce
 - Example: If there are 500 Full-Time Operators, then there can be no more than 35 additional Part-Time Operators
- SORTA retains the following management rights:
 - To assign any number of Part-time Operators to these Show-Up times, including zero Part-time Operators to any of these times.
 - Any changes to these Show-up times must first be bargained in good faith with the ATU.
 - However, if the parties cannot agree to Show-up time changes, SORTA retains the right to change the times after good faith bargaining.

































Where the Side Letter and ~~current~~ Board Rules conflict:

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- Part Time Operators follow this Side Letter as well as the Board Rules that do not conflict with the Side Letter.
- The parties will meet to address Board Rules that contradict with this Side Letter, as those issues arise.

~~This Side Letter will expire at the conclusion of the parties' CBA on October 31, 2020 and will be open for re-negotiation.~~

TENTATIVE AGREEMENTS:

- TA #1 **Section 22: SYSTEM SENIORITY**   
 (c) Seniority In Other Departments  
 - delete “Call Center” from the 2nd paragraph
- Section 32: CALL CENTER AGREEMENT**  
 o Delete the entire section
- TA #2 **Section 2: UNION SHOP AND CHECK-OFF** 
 (a) Membership
- TA #3 **Section 7: HOLIDAYS** 
 (g) Holidays Defined – add Juneteenth
- TA #4 **Section 6(f): Banking Vacations**    
- TA #5 **Section 5: WAGE RATES**    
 (k): Transportation New Hire Progression
- TA #6 **Section 19: GUARANTEE FOR EXTRA OPERATORS**  
 (b) Show-Up Time For Extra Operators
- TA #7 **Section 14: WORK DAY AND WORK WEEK**
 (e) Day Shift Employees Hours   
- TA #8 **Section 9(a): GROUP LIFE INSURANCE**  
 (a) (1) Life Insurance for all active full time employees
 (b) Group life insurance on the life of all pensioners
- TA #9 **Section 22: SYSTEM SENIORITY**   
 (b) Mechanical Departments
 (8) ASE Certification
- TA #10 **Section 23: UNIFORMS**  
 (d) Maintenance Uniforms
- TA #11 **APPENDIX B: Maintenance Training Agreement**   

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #1

October 14, 2020

Section 22: SYSTEM SENIORITY

(c) Seniority In Other Departments

- delete "Call Center" from the 2nd paragraph

When an employee applies for and is awarded a job in a different department...

...For this paragraph only, departments are defined as Transportation, Mechanical including Building Maintenance, Fare Systems Technicians, Farebox Pullers, ~~Call Center~~, and Traffic Checkers.


Section 32: CALL CENTER AGREEMENT

- Delete the entire section



John Ravasio
SORTA Chief Operations Officer

11/10/20
date



Troy Miller
President/ Business Agent ATU Local 627

11/10/20
date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #3

October 15, 2020


Section 7: HOLIDAYS

(g) Holidays Defined – add Juneteenth

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



John Ravasio 11/10/20
SORTA Chief Operations Officer date



Troy Miller 11/10/20
President/ Business Agent ATU Local 627 date

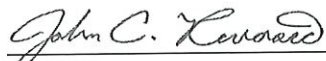
SORTA and ATU Local 627 – TENTATIVE AGREEMENT #4

December 4, 2020

Section 6(f): Banking Vacations

– change the paragraph below. All other language in Sec 6(f) remains unchanged.


Accumulated vacation weeks must be taken not later than three (3) years from the year in which the employee was originally entitled to take them. ~~Accumulated vacation weeks, w~~When taken **an employee uses Banked Vacation, it will be paid for at the employee's current wage rate** was originally eligible to take such weeks. ~~Banked~~ **Vacation accumulation and use** must be in whole weeks of vacations. **The only exception is to use banked vacation in single day increments for the purposes of Section 30: Family Medical Leave.**



John Ravasio
SORTA Chief Operations Officer

12/10/2020

date

 12/15/2020

Troy Miller
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #5

December 11, 2020

Section 5: WAGE RATES

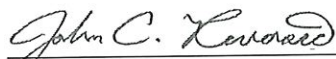
(k): Transportation New Hire Progression

All operators hired on or after February 1, 2003 will be paid under the following sixty (60) month progression:

	Current	<u>Upon Ratification</u>
First 12 Months	60%	<u>64%</u>
Next 12 months	64%	<u>70%</u>
Next 12 months	70%	<u>76%</u>
Next 12 months	76%	<u>82%</u>
Next 12 months	88%	88%
Thereafter:	100%	100%


All operators hired on or after 10/9/00 shall advance through their respective progression based upon 173.3 hours worked equaling one month, and overtime shall be paid for all hours worked in a pay week in excess of forty (40) hours worked until employee reaches top operator rate.

Progression percentage rate changes shall become effective on the first day of the payroll week following the progression percentage effective date.



John Ravasio
SORTA Chief Operations Officer

12/14/2020
date

 12/15/2020

Troy Miller
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #6

December 11, 2020

Section 19: GUARANTEE FOR EXTRA OPERATORS

(b) Show-Up Time For Extra Operators

Show-up time for extra operators shall be paid at the regular hourly wage rate. Said payment for "show-up" time shall not be included in spread time ~~and overtime~~ computations, but shall be included or applied to **overtime calculations and** the eight (8) hours pay guaranteed **to** such operator.

John C. Ravasio

John Ravasio
SORTA Chief Operations Officer

12/14/2020
date

Troy Miller

Troy Miller
President/ Business Agent ATU Local 627

12/15/2020
date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #7

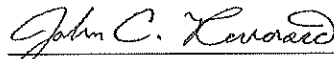
January 26, 2021

Section 14: WORK DAY AND WORK WEEK

(e) Day Shift Employees Hours

The work day of all day shift employees, members of the Union, other than operators, who are employed in garages, shall start not earlier than 7:00 A.M. and be completed not later than 6:00 P.M., provided, however, that the work day of day shift employees who wash, clean, fuel or spot vehicles may be completed not later than 7:00 P.M. However, the work day for all such employees, other than operators, shall start not earlier than 6:00 A.M. if the employees are working a "4-10s" schedule.

Shifts for Fare Systems Technicians will be determined by the Authority.



John Ravasio
SORTA Chief Operations Officer

2/17/2021

date



Troy Miller
President/ Business Agent ATU Local 627

2/17/2021

date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #8

January 26, 2021

Section 9(a): GROUP LIFE INSURANCE

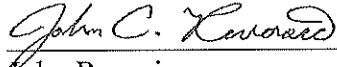
(a) (1) Life Insurance for all active full time employees shall be increased as follows:

January 1, 2021: \$38,000

January 1, 2022: \$40,000

January 1, 2023: \$42,000


(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 five-hundred dollars (\$2,500.00).



John Ravasio
SORTA Chief Operations Officer

2/17/2021

date


Troy Miller
President/ Business Agent ATU Local 627

date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #9

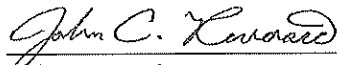
January 26, 2021

Section 22: SYSTEM SENIORITY

(a) Mechanical Departments

(8) ASE Certification

Metro will pay maintenance employees while working in a mechanical position in classifications A or B an additional forty cents (\$.40) per hour for each Metro approved ASE transit certification obtained or ten cents (\$.10) per hour for each hour worked in a Spotter job. Mechanical position is defined to exclude Building Maintenance and Storeroom jobs. 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.



John Ravasio

SORTA Chief Operations Officer

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President/ Business Agent ATU Local 627

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SORTA and ATU Local 627 – TENTATIVE AGREEMENT #10

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Section 23: UNIFORMS


(d) Maintenance Uniforms

General Pick 2021: \$290
General Pick 2022: \$300
General Pick 2023: \$310



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SORTA and ATU Local 627 – TENTATIVE AGREEMENT #11

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APPENDIX B

Maintenance Training Agreement

GENERAL GUIDELINES

- 1) The Maintenance Department will utilize an apprenticeship program where a technical position employee or qualified new hire will have the opportunity to advance and obtain hands on technical experience and exposure.
- 2) This program will utilize a joint committee between the Union and Management, to help oversee ongoing progress of the program.
- 3) To gain entry into the apprenticeship program, the employee will be required to have achieved a qualifying score, determined by management, on the Mechanical Aptitude Test. Management retains the right to assess and change the qualifying score. Employees will be given the Mechanical Aptitude Test upon submitting a written request. Employees that do not achieve the required score must wait to re-test for at least 6 months from the date of the test.
- 4) When a qualifying score on the Mechanical Aptitude Test is achieved, the employee will then be afforded the opportunity to take a Qualification Test and/or pick an apprenticeship eligible job in maintenance based on their seniority. When picking an apprenticeship job the application process must be followed in accordance with updated agreement. The applicable apprenticeship classification status tag and all associated benefits will be linked to the employee when the employee has been assigned to and holds an Apprentice Job.
- 5) New hires will be given the Mechanical Aptitude Test in accordance with this Agreement for qualification placement (see Qualification Testing). All new hire employees will be required to attend a Bus Familiarization course.
- 6) The apprenticeship program will be a maximum of 9 months to advance from C-rate to B-rate and another 9 months to advance from B-rate to A-rate. The application and general pick process will still be followed with each apprentice level rate change.
- 7) Within the 9 month period, the apprentice will be required to pass a series of hands-on tasks reflecting the expected work requirements for the sought classification. One-third of the hands-on tasks should be completed within the first 3 months of the apprenticeship, and two-thirds of the hands-on tasks should be completed within the first 6 months. Upon completing the hands-on tasks within the 9 month period, the apprentice must pass an exit exam. After a passing score on the exit exam is achieved, the employee is eligible to pick an open job based on their qualifications and seniority. At that point Management will abolish the Apprentice job and re-hang as a regular open B or A-Rate job.
- 8) Hands-on tasks will be graded PASS or FAIL by management. The Union may appoint a representative to observe the process.

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- 9) An employee will be given (2) two opportunities per classification to advance through the apprenticeship program. After the first attempt, the employee will be required to wait until the next General Pick before they are allowed to pick an apprenticeship eligible job again. After the second attempt, the Union/Management joint committee will review all of said employee's training documents and other previous apprenticeship milestones, to determine the next steps of the employee's possible apprenticeship opportunities.
- 10) Employees holding apprenticeship jobs will be protected from being bumped while in the apprenticeship program.
- 11) Apprentice status wages will be the following:
 - a) C-rate to B-rate apprentice will receive 90% of B-rate pay
 - b) B-rate to A-rate apprentice will receive B-rate pay plus \$0.25
- 12) Employees in apprenticeship status will be eligible to work overtime in all classifications for which they are fully qualified in accordance with the maintenance overtime agreement. Overtime will not be awarded in classifications where full qualification has not been achieved.
- 13) EPA A/C certification exams will be a requirement and part of the A-rate Qualification.

RELATED TOPICS

Mechanical Aptitude Testing

- The Mechanical Aptitude Test will be offered twice a year. Employees that do not achieve the required qualifying score determined by management, must wait 6 months before re-taking the Test.

CDL Licensing and Training

- CDL training will be provided once the employee has passed the mechanical aptitude test and obtained their temporary permit by passing the BMV written tests. A maximum of 24 hours of paid training will be given for all maintenance employees. All employees and new hires will be responsible for payment of any BMV licensing fees. Payment for CDL testing fees will occur the same way as in the Transportation Department.
- Management retains the right to decide whether to use Transportation Training staff to conduct CDL training for apprentices.

Non-Technical Training

- Training for non-technical positions (J, D and E) will be PIT Pass (forklift) training and testing. PIT pass training and testing will be offered semi-annually for all current maintenance employees and will be a requirement for new maintenance employees.

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Paying an employee to take PIT pass training will be limited to two (2) times. Employees in these classifications will continue to receive training to effectively perform their respective job duties.

- Metro will continue a C-rate qualification test, with the prerequisites being a passing score on the mechanical aptitude test. Under the new training program, an employee will be required to take the Basic Bus Maintenance Course. It should be noted that a CDL license must be obtained to become fully C-rate qualified.

C, B, & A-Rate Qualification Testing

- Qualification tests will be given upon the employee's written request. Employees will need to meet all potential job requirements prior to taking qualification tests. Employees or New Hires will need to be C-rate qualified to take the B-rate qualification test and will need to be B-rate qualified to take the A-Rate qualification test. Qualification Tests will be comprised of written and hands-on tests. A score of 75% will be required on all qualification tests. Upon failing a qualification test, the employee must wait 6 months before re-taking the qualification test.
 - C-Rate qualification testing will remain a written and hands-on test. This testing will be proctored on a semi-annual basis as it has been since the 2011 agreement.
- Employees who do not achieve a passing grade for the qualification Test will still have the option of advancing through the maintenance apprenticeship program.
- Test Security – In order to establish and maintain the integrity of test questions, the guidelines below will be followed.
 - Metro will produce qualification tests. The tests will be approved by a panel of maintenance manager designees.
 - Metro will then review all tests with an A-rate qualified union designee prior to the test being given and afterwards. If requested, test results may be reviewed, by the same A-Rate qualified union designee, after the testing cycle.
 - It is expected that all parties will maintain the confidentiality of the test questions to ensure the integrity of the test.

Hands-On Tasks of the Apprenticeship Program

- One-third of the hands-on tasks should be completed within the first 3 months of the apprenticeship, and two-thirds of the hands-on tasks must be completed within the first 6 months. Should someone fail to meet this requirement or fail to complete the required tasks within the 9 month period, they will be required to put in a combination of picks or bumps for 3 positions within their achieved qualification level. If there are no jobs available within their qualification to pick or bump, then they will be placed in floater status and be assigned work within their achieved qualification, until a job is available for them to pick. Below is a list of B-rate & A-rate topics. Repair tasks will come from these main areas.
 - B-Rate
 - Schematics / Basic Electric

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- Brakes
 - Air System
 - Steering
 - Suspension
 - Doors
 - Transmission/Drive Axle (mechanical)
 - Cutting Torches
 - PM Procedures
 - Engine (mechanical)
- **A-Rate**
- Electrical / Multi-plex
 - ADA Inspection and Repair
 - Air Conditioning & EPA Certification
 - Engine & Transmission (electronic)
 - Welding / Advanced Cutting (torches and plasma)
 - PM Procedures

Body Shop Training - C-B-A Program Modifications

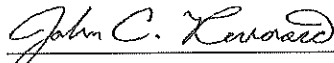
- The C-B-A program in the Body Shop will remain the same except for the following changes.
 - Employees who are C-rate qualified or B-rate qualified as of the Fall 2012 Semi-annual testing cycle will be grandfathered as “C-B-A eligible” and will be permitted to pick a Body Shop trainee/apprentice job.
 - Effective with the 2012 General Pick – June 3, 2012:
 - All employees will be required to have B-Rate mechanical qualification in order to pick a Body Shop trainee/apprentice job.
 - A-rate mechanical employees picking into the Body Shop apprentice jobs will be paid the A-rate apprentice rate of B-rate +.25 while they are in training to become Body Shop qualified.
 - B-rate mechanical employees who are C-B-A eligible picking into the Body Shop apprentice jobs will be paid the B-rate apprentice rate of 90% B-rate for the 1st 6 months and thereafter, if approved, full B-rate pay while they are in training to become Body Shop qualified.
 - C-rate mechanical employees who are C-B-A eligible picking into the Body Shop apprentice jobs will be paid the C-rate for the 1st 6 months and thereafter, if approved, the apprentice rate of 90% B-rate while they are in training to become Body Shop qualified.
 - If an employee passes the A-rate Written and Hands-on test while in training, they will be paid A-rate.
 - In the event that no one picks the C-B-A jobs during the general pick process, management will abolish the open C-B-A jobs, and hang regular A-rate Body Shop jobs, for which an employee will need to be fully Body Shop qualified in order to be eligible to pick.

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Library of Resources

- Metro will maintain a library of learning resources to assist employees in improving their technical knowledge. The library will have 1 location and resources will be checked out through the Maintenance Trainer when requested. A list of resources will be available on the Intranet for viewing, along with library guidelines. Employees will be required to sign a form for each resource checked out stating that if it is not returned to the library or if it is not returned in the same condition, payment for the resource will be deducted from their paycheck over a period of time not to exceed 120 days.



John Ravasio

SORTA Chief Operations Officer

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