

TROY L. MILLER
President/Business Agent
INGA MCGLOTHIN
Financial Secretary-Treasurer



AMALGAMATED TRANSIT UNION LOCAL 627

1385 TENNESSEE AVENUE
APWU BUILDING, SECOND FLOOR
CINCINNATI, OHIO 45229-1085
TELEPHONE 513-721-2133 • FAX 513-721-4089

August 4, 2021

Special Contract Reading on Saturday August 7, 2021

Dear 627 Members (Big Bus):

There will be 2 contract readings on Saturday August 7, 2021 at 10 am and 2 pm at the Labors 265 Hall. After the reading of the contract, it will be hung for 24 hours then voted on at the division on Monday August 9 from 7 am until 7 pm. When it's voted on, a vote of Yes is to support and a vote of No is to reject it.

The address for the Labors 265 Hall is 3457 Montgomery Rd., Cincinnati, OH 45207.

In Solidarity,

Troy L Miller
President/Business Agent

Inga McGlothlin
Financial Secretary Treasurer

TROY L. MILLER
President/Business Agent
INGA MCGLOTHIN
Financial Secretary-Treasurer




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Amalgamated Transit Union Local 627 Contract Committee which has agreed to support this tentative agreement that was reached on Monday August 2, 2021 and that will be voted on Monday August 9, 2021.



Troy L Miller



Inga McGlothlin

Frank Harper



Chris Siener

Keith Law

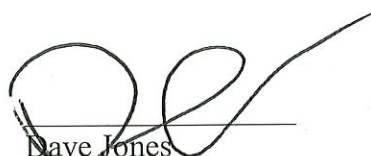
Kenny Foxx

I Do not Support

James Henderson

James Brown

Fred Schmidt



Dave Jones



David Eichelberger

Gary Strayhorn

SORTA and ATU Local 627: Metro Labor Negotiations
TENTATIVE AGREEMENT – August 2, 2021

TENTATIVE AGREEMENTS: AUG 2, 2021

Section 5: WAGE RATES

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

Year 1			Year 2			Year 3			Total	
Jan.	July	Top Operator	Jan.	July	Top Operator	Jan.	July	Top Operator	% Increase	% Compounded
2.5%	2.5%	\$ 29.34	2.5%	2.5%	\$ 30.83	2.5%	2.5%	\$ 32.39	15.0	15.97

Jan.	July	A-Rate	Jan.	July	A-Rate	Jan.	July	A-Rate	% Increase	% Compounded
2.5%	2.5%	\$ 31.10	2.5%	2.5%	\$ 32.67	2.5%	2.5%	\$ 34.33	15.0	15.97

- *The increases above will be effective with the first Sunday of the stated months.*

(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.

- *Clerks will be eligible for the night shift premium.*

(2) Extra Board Premium

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.

Part-time Operators are not eligible for this premium. Regular Run Operators that work on the Extra Board are 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. **Subsection 5(s)(2) and its terms will not go into effect before the March 2022 Division Pick.**

(3) Premium Routes

The Authority will select five (5) Premium Routes 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

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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 apply to work performed on a **Regular Run** Operator's regularly scheduled off day ~~or~~ **and** to work performed beyond a **Regular Run** Operator's regularly scheduled work.

Subsection 5(s)(3) and its terms will not go into effect before the March 2022 Division Pick.

Section 6: VACATIONS

(a) Vacation Time and Pay: insert new subsection (6)

(6) Employees who have been in continuous service for twenty-eight (28) or more years shall be entitled to six (6) weeks vacation with two hundred forty (240) hours pay.

Section 10: GROUP SICKNESS AND ACCIDENT PROTECTION

...

(g) Sick Leave

All employees with one (1) or more years of continuous service shall accrue one (1) day per month for the purpose of sick leave.

Effective February 1, 2000, the total sick leave that may be accumulated during the life of this agreement is a maximum of 90 days in 2000, 93 days in 2001, and 95 days in 2002 and until the termination of this Agreement, such accumulation to be inclusive of accumulation under prior agreements.

Employees with perfect attendance for any month will accrue one and one quarter (1 1/4) days sick leave for that month. Accrual of the additional one quarter (1/4) day will be maintained in a separate bank.

Except as otherwise provided herein, one (1) day of accumulation of sick leave will be paid at the prevailing base rate per hour times eight (8) hours per day taken.

An employee shall be entitled to sick leave benefits when he or she becomes totally disabled, unable to work and is under the care of a physician legally licensed to practice medicine, because of:

- (1) any 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 Compensation or occupational disease law.

Effective January 2, 2022, the Authority will calculate absentee rates according to the method contained in Appendix E. Sick leave benefits will be payable beginning on the fifth (5th) working day of the disability for employees whose individual overall absentee rate for the prior quarter is six percent (6%) or higher and continuing until the expiration of the employee's accumulated sick leave. Effective February 1, 2000, Sick Leave benefits will be ~~become~~ payable on the third (3rd) day in the next quarter for employees whose individual overall absentee rate for the prior quarter is lower than six percent (6%) ~~or lower~~. Sick Leave will become payable on the first (1st) day in the next quarter for employees whose individual overall absentee rate for the prior quarter is lower than three percent (3%).

~~The Authority will continue to calculate absentee rates as it presently calculates them.~~

Effective January 16, 1994, sick leave benefit payments payable for one week will be reduced in the amount payable under the Group Sickness and Accident Insurance for that week.

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The parties agree that the governing principle of this section is that sick leave benefit payments, or group sickness and accident insurance payments, alone or in combination, shall in no event exceed the employee's regular weekly wage (forty hours at the prevailing base rate per hour).

Sick leave benefit payments will be reduced in the amount payable under the Group Sickness and Accident Insurance Plan.

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:

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Seed Money - 2021

	Jan 2021	Apr 2021	Jul 2021	Oct 2021
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

	2021	2022	2023
	1/1/21-12/31/21	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%

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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 \$30 per 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

(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.

Section 16: PICKING RUNS

(a)(3) A weekly pick will be conducted as outlined in The Board Rules to determine work assignments for sub-board operators. This pick will consist of assignment slots equal to the number of operators on the sub-board and will include any run which is expected to be open for the full week of the pick. Sub-board operators will pick their weekly assignment by seniority, **and as set forth in the parties' Side Letter regarding Board Rule revisions executed on August 2, 2021.**

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

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- A minimum period of by 2pm of the prior work day of the run trade (prior to board being final)

Section 22: SYSTEM SENIORITY

(c) Seniority In Other Departments

...

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.

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 during the 2020-2023 Agreement, 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. Upon the SORTA Board's approval of a uniform vendor contract, Operators will have one (1) year to replace their uniforms.

Section 32 ~~33~~: TERM OF AGREEMENT

- 3-year term, 11/1/20 – 10/31/23

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APPENDIX E:

Absentee Rate Calculation Method for the purposes of Section 10(g)

Absentee Rate calculation formula		
Absences that do not count in the Sick Leave absentee rate calculation	Absences that do count in the Sick Leave absentee rate calculation	
Discipline	Laid Off	FMLA
Extra Taken	Laid Off – Personal	Family Medical Leave
Fatigue	Laid Off with Permission	FMLA Pending
Felonious Assault	Off with Permission	Miss FMLA
Funeral Leave	Running Late Laid Off	Missed FMLAP
Holiday	Unexcused Absence	Work FMLA
Instructor	Unpaid Absence	Work FMLA Pending
Jury/Court	Worked Laid Off	Work Miss FMLA
Operator Out of Service	Worked Laid Off Half	
Post Accident	Worked Laid Off Permission	Perfect Attendance
Run Trade		
Sub (all)	Miss, Tardy, Early Out	Sick
Suspension	2nd Miss	Double Miss Sick
Union	Double Miss	Missed Sick
Unpaid Leave	Double Miss Laid Off	Missed Sick Excused
Vacation (all)	Double Miss Worked	Running Late Sick
	Early Out	Running Late Sick Worked
	Lift Miss	Sick
	Miss	Sick 1 day
	Miss - 2 Hours	Sick and Accident Benefits
	Missed Laid Off	Sick Approved
	Missed Laid Off Excused	Sick Benefits
	Missed Missed Work	Sick Excused
	Miss on Day Off	Sick Relief
	Miss on Extra	Sick Relief Half
	Missed Work	Sick Workers Comp
	Missed Work Laid Off	Work miss sick
	Running Late	Work Sick
	Running Late Double Miss	Work Sick Excused
	Running Late Missed	Work Sick Half
	Running Late Worked	Worked Ran Late Sick Half
	Tardy	

SORTA and ATU Local 627

**Side Letter: Board Rule revisions regarding Extra Operators and Rotation
Date: Aug. 2, 2021**

Goals:

The Authority seeks revisions to the Board Rules regarding the scheduling and rotation procedures of full-time Extra Board Operators. The goal is to establish specific Show-Up Boards, as part of the Division Picks and System Pick, and for the duration of each pick. Operators would either pick a specific Show-Up Board or be assigned these specific Show-Up Boards, by seniority and in accord with our Picking Rules. Also, in order to accommodate twenty-four hour service, some of the board rules need to be modified in order to provide around the clock coverage for filling all work not being performed by regular operators.

To accomplish these goals, the parties agree to the following:

General Provisions:

- Operators may pick a specific Show-Up Board, or be assigned a specific Show-Up Board, by seniority and in accordance with our Picking Rules. These Extra Board Operators will stay in their specific Show-Up Board for the duration of the Pick.
- Management will determine the number of slots and Off Days offered for each Show-Up Board according to service needs and the economy of operation.
- The Board Line Up will remain in effect, but the Line Up method will be applied within each specific Show-Up Board.
- We will end the practice of marking-up PM Show-Up Operators at 2pm. Instead, these Operators will remain on duty and serve the functions of Show-Up Operators.
 - Otherwise, the Board Rules for marking-up Show-Up Operators will remain in effect.

Show-Up times and Rotation:

- The rotation of Subs or Extra Operators is defined as “rotating daily through all Show-Up times within their specifically picked or assigned Show-Up Board.”
- For the purposes and functions of the Board Rules, the revised Show-Up times and Boards are:
 - AM Show-Up (Show-Up times before 12pm):
 - 3:15am – 8:00am
 - 4:00am – 8:00am
 - 5:00am – 8:00am
 - 8:00am – 12:00pm
 - PM Show-Up (12pm and 1pm Show-Up)
 - 12:00pm – 5:30pm
 - 1:00pm – 6:30pm
 - Evening Show-Up (6:30pm, 8:00pm, and 11:00pm Show Up)
 - 6:30pm – 12:00am

SORTA and ATU Local 627: Metro Labor Negotiations
TENTATIVE AGREEMENT – August 2, 2021

- 8:00pm – 1:30am
- 11:00pm – 4:30am

Additional Board Rules for Evening Show-Up times:

- Evening Show-Up Operators (6:30pm – 4:30am) may be assigned to PM Extras that plug after 12:00pm.
- Evening Show-Up (6:30pm – 4:30am) will not serve as the “Top” of the AM Extra Board. Rather, the primary purpose of Evening Show-Up is to protect the service that plugged prior to midnight and prior to when AM Show-Up begins. Evening Show-Up Operators cannot be used to cover work after the day’s AM Show-Up has been exhausted, and they cannot be assigned to AM Extras for the same day as their Late Night Show-Up.

Hold Downs and Off Day selection:

- The weekly Hold Down and Off Day pick will continue. Extra Operators not on a Hold Down will revert to their default Show-Up Boards that were picked or assigned.

Filling Open Runs from the Extra Board:

- When filling Open Runs for the following day, Open Runs will be assigned to the Show-Up Board, based on the plug time of the Run. For example, Open Runs that plug between 3:15am and 11:59am will be assigned to the top of the Extra Board Operators within the AM Show-Up Board in the following order:
 - Day Runs from the highest paying to the lowest paying, then
 - Split Runs from the highest paying to the lowest paying, then
 - Late Runs from the highest paying to the lowest paying, then
 - Overnight Runs from the highest paying to the lowest paying.
- Overnight Runs are those that plug after 5:30pm.
- This method will be applied to each Open Run and its applicable Show-Up Board, based on the Run’s plug time.
- Extra Board Operators that are not assigned an Open Run as described above will be placed on Show-up, at 3pm the day prior, within their Show-Up Board, according to the Board Line Up method.
- The completed Daily Board will continue to be posted by 3pm.

Other items:

- Extra Operators may be asked to report earlier than their specific Show-Up times in anticipation of an earlier Show-Up time having an insufficient number of Operators, per current practice.
- Show-up times may be changed by mutual agreement of the parties.
- Inactive Operators will be placed on an “Inactive Board” and will not pick or be assigned to a Show-Up Board. Upon returning to active service, they will be allowed to select a Show-Up Board slot for the duration of that current Pick.

Addressing potential conflict or inconsistencies in the Board Rules caused by these revisions:

PREVIOUS 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 ○ ○
○ 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 ○ ○ ○
- TA #12 Section 10: GROUP SICKNESS AND ACCIDENT PROTECTION ○ ○
(h) Sick Leave: Retirement Payout
- TA #13 APPENDIX (insert letter): PART-TIME OPERATORS

TA #14 Section 10: GROUP SICKNESS AND ACCIDENT PROTECTION ○ ○
(f) Benefits Paid

TA #15 Section 16: PICKING RUNS ○ ○ ○
(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.

TA #16 Section 23: UNIFORMS ○ ○
(c) Tool Allowance

TA #17 Section 5: WAGE RATES ○ ○ ○ ○
(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.
- Section 14(d) will apply to Clerks, effective with the first full pay period after ratification.

TA #18 Side Letter: Clerks Sick Leave Accruals

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #1

October 14, 2020

Section 22: SYSTEM SENIORITY

(c) Seniority In Other Departments

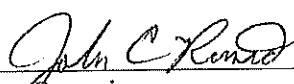
- delete "Call Center" from the 2nd paragraph

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

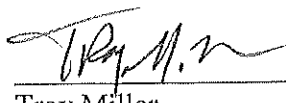
...For this paragraph only, departments are defined as Transportation, Mechanical including Building Maintenance, Fare Systems Technicians, Farebox Pullers, ~~Call Center~~, and Traffic Checkers.

Section 32: CALL CENTER AGREEMENT

- Delete the entire section



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



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

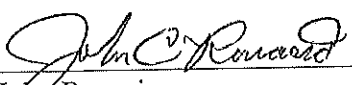
SORTA and ATU Local 627 – TENTATIVE AGREEMENT #2

October 15, 2020

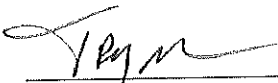
Section 2: UNION SHOP AND CHECK-OFF

(a) Membership

Employees are eligible for 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. Membership in the Union is not a condition of employment for all employees in the bargaining unit.

 11/10/20

John Ravasio date
SORTA Chief Operations Officer

 11/10/20

Troy Miller date
President/ Business Agent ATU Local 627


SORTA and ATU Local 627 – TENTATIVE AGREEMENT #3

October 15, 2020

Section 7: HOLIDAYS

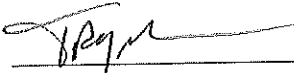
(g) Holidays Defined – add Juneteenth

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
SORTA Chief Operations Officer

11/10/20
date



Troy Miller
President/ Business Agent ATU Local 627

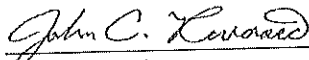
11/10/20
date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #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 ~~v~~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
date

Troy Miller
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #5

December 11, 2020

Section 5: WAGE RATES

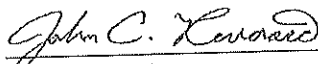
(k): Transportation New Hire Progression

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%

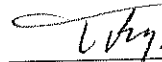
All operators hired on or after 10/9/00 shall advance through their respective progression based upon 173.3 hours worked equaling one month, and overtime shall be paid for all hours worked in a pay week in excess of forty (40) hours worked until employee reaches top operator rate.

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



Troy Miller
President/ Business Agent ATU Local 627

12/15/2020
date

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 M

Troy Miller
President/ Business Agent ATU Local 627

12/15/2020
date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #7

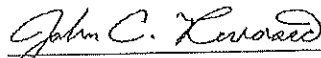
January 26, 2021

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.

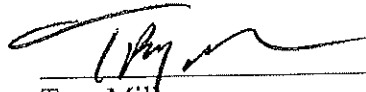
Shifts for Fare Systems Technicians will be determined by the Authority.



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 C. Ravasio
John Ravasio
SORTA Chief Operations Officer

2/17/2021
date

Troy Miller 4.14.21
Troy Miller
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #9

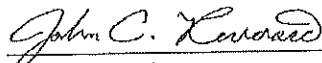
January 26, 2021

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

2/17/2021
date



Troy Miller
President/ Business Agent ATU Local 627

2/17/2021
date

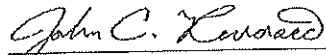
SORTA and ATU Local 627 – TENTATIVE AGREEMENT #10

January 26, 2021

Section 23: UNIFORMS

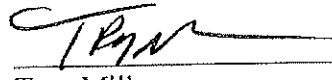
(d) Maintenance Uniforms

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



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 #11

January 26, 2021

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.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #11

January 26, 2021

- 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.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #11

January 26, 2021

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

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #11

January 26, 2021

- 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.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #11

January 26, 2021

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 C. Ravasio

John Ravasio
SORTA Chief Operations Officer

2/17/2021

date

Troy Miller

Troy Miller
President/ Business Agent ATU Local 627

2/17/2021

date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #12
April 11, 2021

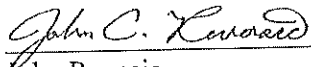
Section 10: GROUP SICKNESS AND ACCIDENT PROTECTION

- **Insert new Section 10(h):**

(h) Sick Leave: Retirement Payout

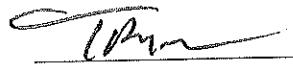
Effective January 1, 2022, subject to the provisions of the Ohio Revised Code, upon retiring an employee shall be eligible to be paid for one-half (1/2) of his/her accrued but unused sick leave. Sick leave will be paid at the prevailing base rate per hour, and one (1) day of accumulation shall equate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

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



John Ravasio
SORTA Chief Operations Officer

4/11/2021
date



Troy Miller
President/ Business Agent ATU Local 627

4-14-21
date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #13

April 11, 2021

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.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #13

April 11, 2021

- 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.

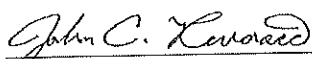
Where the Side Letter and ~~current~~ Board Rules conflict:

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #13

April 11, 2021

- 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.~~

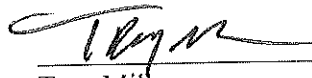


John Ravasio

SORTA Chief Operations Officer

4/11/2021

date



Troy Miller

President/ Business Agent ATU Local 627

4-14-21

date

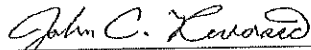
SORTA and ATU Local 627 – TENTATIVE AGREEMENT #14

April 11, 2021

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)~~.



John Ravasio
SORTA Chief Operations Officer

4/11/2021

date



Troy Miller
President/ Business Agent ATU Local 627

4-14-21

date

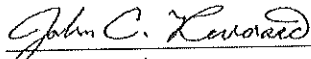
SORTA and ATU Local 627 – TENTATIVE AGREEMENT #15

April 11, 2021

Section 16: PICKING RUNS

(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.



John Ravasio
SORTA Chief Operations Officer

4/11/2021

date

 4-11-21

Troy Miller
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #16

April 11, 2021

Section 23: UNIFORMS

(c) Tool Allowance

All Mechanical Department and Building Maintenance employees 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:

<u>August 1, 2021:</u>	<u>\$495</u>
<u>August 1, 2022:</u>	<u>\$505</u>
<u>August 1, 2023:</u>	<u>\$515</u>

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.

John C. Ravasio
John Ravasio
SORTA Chief Operations Officer

4/11/2021
date

Troy Miller 4-14-21
Troy Miller date
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #17

April 27, 2021

Section 5: WAGE RATES

(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.
- Section 14(d) will apply to Clerks, effective with the first full pay period after ratification.

~~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 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 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, 14(d), 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.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #17

April 27, 2021

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.

John C. Ravasio 4/27/2021
John Ravasio date
SORTA Chief Operations Officer

Troy Miller 5/10/21
Troy Miller date
President/ Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT #18

April 27, 2021

SORTA and ATU Local 627
Side Letter: Clerks Sick Leave Accruals

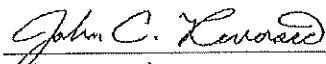
Agreement has been reached by Amalgamated Transit Union, Local 627 (Union) and the Southwest Ohio Regional Transit Authority (“SORTA”) as it relates to the transition of the Clerks to being covered by Section 10 of the CBA. The parties agree that the Clerks will follow all of the terms of Section 10 of the CBA and that sick leave banks need to be established.

Upon ratification of the collective bargaining agreement, under Section 10(g), Clerks with one (1) or more years of continuous service shall accrue one (1) day per month for the purpose of sick leave. In addition, the sick time each Clerk earned prior to joining the Clerk classification will be available for use.

The following represents the number of months each employee has been in the Clerk classification, along with any sick time earned but not used while the employee was in another classification. This results in a balance for each Clerk going forward, listed below.

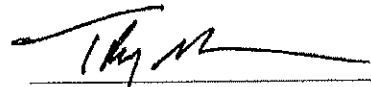
<u>Name</u>	<u>Clerk Seniority Date</u>	<u>Sick days Balance at Clerk Start</u>	<u>Months as Clerk, through 4/30/2021*</u>	<u>New Sick Leave Bank, Total Days</u>	<u>New Perfect Attendance Bank, Total Days</u>
Hutsell, Kisha D.	01/28/2018	54	39	*93	8
Winston, Denine	08/14/2018	11	32	*43	8
Smith, Youlanda Y.	01/31/2010	Unknown	135	95	8
Black, Marian R.	10/26/2008	Unknown	150	95	8
Edwards, Sheena	08/23/2020	8	8	*16	8
Twitty, Danielle J.	08/28/2016	31	56	*87	8
Foxx, Kenneth	04/10/2016	93	61	95	8
Thomas, Richard	01/01/2006	Unknown	184	95	8

* These totals represent the agreed upon Sick Leave Banks as of April 30, 2021. The parties agree to update these balances, using the methodology discussed above, upon ratification.



John Ravasio
SORTA Chief Operations Officer

4/27/2021
date



Troy Miller
President/Business Agent, ATU Local 627

5/10/21
date