

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

Wednesday February 20, 2019

Special Union Meeting Notice

Dear Members (Metro):

A special contract reading for Metro members will take place at 9:00 am on Saturday February 23, 2019 at the Letter Carriers Branch 43 Union Hall at 4100 Colerain Ave #1, Cincinnati, OH 45223.

The contract vote will be on Tuesday February 26, 2019 at 1385 Tennessee Ave., Cincinnati, OH 45229 from 7 am to 7 pm.

Troy Miller
President/Business Agent

Inga McGlothlin
Financial Secretary Treasurer

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Amalgamated Transit Union Local 627 Executive Board Members agree and support this contract that was reach and we support it being ratified on Tuesday, February 26, 2019.


Troy L Miller


Inga McGlothin

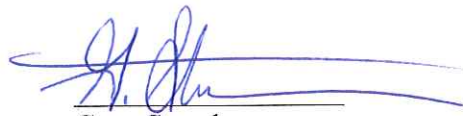

Frank Harper


Chris Siener


Keith Law


Kenny Foxx


James Henderson


Gary Strayhorn


Fred Schmidt


Mark Prantl


David Eichelberger

1

SORTA & ATU Local 627
Section 15(e) Side Letter: Spread Pay

SIDE LETTER

By way of this Side Letter, SORTA and ATU Local 627 (the "parties") agree on a new method for calculating Spread Penalty Payments that are earned by Operators who perform work on their regularly scheduled off days. This Side Letter also memorializes the current practice with respect to all other Spread Penalty Payments.

Thus, effective with the Date of Execution of this Side Letter, the parties agree to the following:

- The Spread Penalty Payment uses one-half of an Operator's regular straight time hourly rate.
- The one exception is the Spread Penalty Payment for Operators performing work on their regular off day.
- The Spread Penalty Payment for Operators performing work on their regular off days uses three-quarters of an Operator's regular straight time hourly rate. This also equals one-half of an Operator's time and one-half wage rate.
- This Spread Penalty Payment exception is consistent with Section 14(d)(1) of the M.O.A. for Operators that work on their regular off day.


The parties' current Memorandum of Agreement (M.O.A.) expires October 31, 2018. When the parties meet to negotiate a successor M.O.A., the above language will function as a Tentative Agreement for incorporation into the M.O.A. as a new clause: Section 15(e)(4).

In settling the Union's grievance on this matter, filed September 8, 2016, the parties agree to the following:

- Upon the execution of this Side Letter, all affected Operators will be made whole according to the above language, retroactive to August 28, 2016 and moving forward.
- This is a full and final resolution of this grievance.

Signed and Agreed,

 12-20-16
 SORTA date

 12/14/16
 Troy Miller date
 President/Business Agent ATU Local 627

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MEMORANDUM OF AGREEMENT – ATU LOCAL 627 and SORTA

September 24, 2018

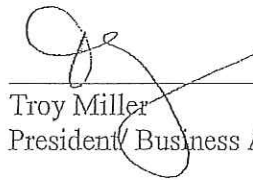
Consistent with SERB Case 2017-REP-11-0142, ATU Local 627 (“Union”) serves as the exclusive bargaining representative for Call Center Representatives and Customer Relations Coordinators (collectively “Call Center Division”) of SORTA. The Union and SORTA (the “parties”) currently have a collective bargaining agreement (“CBA”) for the Metro Operating Division. For the purposes of collective bargaining, the Union and SORTA agree to the following terms:

1. The bargaining unit for the Call Center Division is a separate bargaining unit from all other ATU Local 627 bargaining units.
2. The Union and SORTA will collectively bargain a Memorandum of Understanding (MOU) with terms and conditions specific to the Call Center Division.
3. Once agreed upon, the Call Center Division MOU will be added to the CBA for the Metro Operating Division, creating one CBA to cover both Divisions. If a Call Center Division MOU cannot be agreed upon through negotiations, the parties agree to submit that dispute to fact finding as per O.R.C. 4117.14. In this event, the parties agree not to raise any procedural argument with regard the Call Center Division dispute being submitted to fact finding.
4. Collective bargaining will be conducted by the full negotiating teams of the parties for contract language that applies to both Metro Operating Division and the Call Center Division units. However, in an effort to make bargaining more efficient, collective bargaining for the Metro Operating Division and the Call Center Division will be conducted separately through Subcommittees of the parties. The purpose is to cover in detail the particular bargaining units’ personnel, terms, and conditions which are peculiar to that particular Division.
5. Once included within one CBA, fact-finding for these bargaining units will proceed collectively and include both Divisions together.



Dwight Ferrell
CEO/ General Manager

10/6/2018
Date



Troy Miller
President/ Business Agent ATU Local 627

9/24/18
Date

SETTLEMENT AGREEMENT

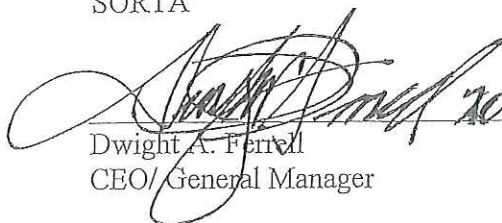
This Settlement Agreement ("Agreement") is entered into by Amalgamated Transit Union, Local 627 ("Union") and the Southwest Ohio Regional Transit Authority ("SORTA"). On August 21, 2018, the Union filed an Unfair Labor Practice charge ("ULP") against SORTA with respect to SORTA's conducting of biometric health screenings for employees in Case No. 2018-ULP-08-0135. Further review of the circumstances involved in these matters has led the parties to agree to the following terms and conditions for settlement of the ULP. This agreement is contingent upon the Union and SORTA accepting the terms and conditions as stated within this document. Should the Union or SORTA be unwilling to sign this document signifying complete acceptance of the terms and conditions, no agreement exists and the parties will proceed through the ULP process.

TERMS AND CONDITIONS

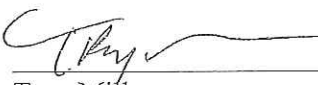
1. The parties acknowledge and agree that acceptance of these terms and conditions is a full and final settlement of this matter, including but not limited to the above referenced SERB Case No. 2018-ULP-08-0135. The parties agree to the following:
 - a. Members of the bargaining unit will have another opportunity to participate in biometric screening. The timing and details of this opportunity, including the impact, if any, of biometric screening participation on the members' medical plan contribution share for 2019 and beyond will be addressed through collective bargaining.
 - b. This opportunity will also be extended to members' spouses that are enrolled on SORTA's medical plan.
2. It is agreed by the Union that all actions taken by SORTA pursuant to these terms and conditions are on a non-precedent basis. It is agreed by SORTA that all actions taken by the Union are on a non-precedent basis.
3. Upon execution of the Agreement by all parties, the Union agrees to withdraw ULP Charge 2018-ULP-08-0135 with prejudice.
4. The parties acknowledge and agree that this Agreement has been prepared by SORTA as a matter of convenience only. The parties acknowledge and agree that they understand and accept all the terms and conditions of this Agreement. However, in the event a dispute arises, the parties agree that SORTA shall not be deemed to have "drafted" this Agreement, and any alleged ambiguities or questions of interpretation regarding this Agreement shall be resolved in favor of SORTA.
5. The parties agree that if any part, term or provision of this Agreement is found to be illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other terms or provisions of this Agreement. This Agreement shall be governed by Ohio law.
6. All parties agree that they are freely and voluntarily entering into this Agreement with a full and complete knowledge and understanding of its contents.

SORTA

ATU Local 627


 Dwight A. Ferrell
 CEO/General Manager

date


 Troy Miller
 President/ Business Agent, Local 627

date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

September 21, 2018

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Section 22: SYSTEM SENIORITY

(b) Mechanical Departments

(2) Any individual **upon first** selecting a Building Maintenance job will be obligated to remain in Building Maintenance for a minimum of six (6) months. During this **initial** six-month period employees within the Building Maintenance **Department** classification may bid on open Building Maintenance jobs based on qualifications and seniority, **but may not bid on any job outside of Building Maintenance.**

After completing this initial six-month period, in order to bid outside of Building Maintenance, employees must have completed six months of continuous service in Building Maintenance immediately prior to bidding out of this Department. This six-month period can also be the initial six-month period discussed above.


As long as the above requirements in this Section are met, there will be no limit on the number of C, E, and J-rate Building Maintenance employees eligible to bid out of the Department. However, the number of A-Rates bidding out of Building Maintenance will be limited as follows:

- Queensgate A-Rates: only two may bid out during any six month time period.
- Bond Hill A-Rates: only one may bid out during any six month time period.

Neither System Pick nor any other job pick will limit the picking rights covered in this Section.

In addition, individuals selecting A- rate jobs in Building Maintenance jobs will not be subject to "Bumping" by individuals from other areas of Maintenance except in case of lay-off, or due to a job abolishment in other areas of Maintenance where a senior affected individual is unable to exercise seniority to bump a junior employee either in the same or higher pay grade, then that individual shall be allowed to bump a junior A-rate employee in Building Maintenance, provided the senior affected individual is qualified.

 9-21-18
Darryl Haley date
SORTA Executive Vice President

 9/28/18
Troy Miller date
President/Business Agent ATU Local 627

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SORTA and ATU Local 627 – TENTATIVE AGREEMENT


October 17, 2018

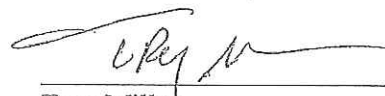
Section 22: SYSTEM SENIORITY

(d) Seniority During Leave Of Absence

Any members of the Union who are employees of the Authority and who may be assigned, elected, appointed, or otherwise called to serve in to any office in the Local Union, International ATU, or AFL-CIO which requires their absence from the Authority's service, shall upon ~~their retirement from the duties of~~ leaving from said office be reinstated in the Authority's employ with full seniority and rank.

Also, employees of the Authority who may be called upon to transact business of the Union or of the Authority or of the Cincinnati Federal (CinFed) Credit Union or any successors which requires their absence from duty, shall, upon application, be allowed to absent themselves from duty for a sufficient time to transact such business, provided the number applying for leave of absence shall not be so great as to be detrimental to the service.

 10-18-18
Darryl Haley date
SORTA Executive Vice President

 10-18-18
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

January 9, 2019

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Section 11: HEALTH INSURANCE

(a)

...

Health Insurance “OPT-OUT” Plan

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

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

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

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


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

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

Section 31: CURRENT AND NEWLY HIRED OPERATORS

(g) ...However, Operators covered by this Section 31 are not eligible for the entire Health Insurance “OPT-OUT” Plan, as described in Section 11...

 1-23-19
Darryl Haley date
SORTA Executive Vice President

 1/23/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

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

Full details of the Wellness Plan elements and the impact of Wellness Plan element participation on the Authority's and the employee's monthly health insurance contributions premium shares 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 elements and monthly premium shares will be applied in accordance with Appendix E.

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

Metro's maximum monthly health insurance contributions rates towards monthly premiums shall not exceed those being paid as of December 31, 2020.

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.

Health Insurance "OPT-OUT" Plan

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

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

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

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

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

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

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

Section 125 Plan

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

Vision Insurance

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

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

(c) Supplemental Insurance

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

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

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

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

Section 9: GROUP LIFE INSURANCE

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

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

January 1, 2019: \$35,000

January 1, 2020: \$36,000

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

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

(d) Supplemental Life Insurance

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

Section 11: HEALTH INSURANCE

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

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 |

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

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 - 2019

| | <u>Jan 2019</u> | <u>Apr 2019</u> | <u>Jul 2019</u> | <u>Oct 2019</u> |
|-------------|-----------------|-----------------|-----------------|-----------------|
| Single Plan | \$ 187.50 | \$187.50 | \$187.50 | \$187.50 |
| Family Plan | \$ 375.00 | \$375.00 | \$375.00 | \$375.00 |

Seed Money - 2020

| | <u>Jan 2020</u> | <u>Apr 2020</u> | <u>Jul 2020</u> | <u>Oct 2020</u> |
|-------------|-----------------|-----------------|-----------------|-----------------|
| Single Plan | \$ 187.50 | \$187.50 | \$187.50 | \$187.50 |
| Family Plan | \$ 375.00 | \$375.00 | \$375.00 | \$375.00 |

Seed Money - 2018

| | <u>Jan 2018</u> | <u>Apr 2018</u> | <u>Jul 2018</u> | <u>Oct 2018</u> |
|-------------|-----------------|-----------------|-----------------|-----------------|
| Single Plan | \$ 187.50 | \$187.50 | \$187.50 | \$187.50 |
| Family Plan | \$ 375.00 | \$375.00 | \$375.00 | \$375.00 |

Hardship

| | <u>2019</u> | <u>2020</u> | <u>2018</u> |
|-------------|-----------------|-----------------|-----------------|
| | 1/1/19-12/31/19 | 1/1/20-12/31/20 | 1/1/18-12/31/18 |
| Single Plan | \$200.00 | \$200.00 | \$200.00 |
| Family Plan | \$300.00 | \$300.00 | \$300.00 |

Wellness Plan

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.

APPENDIX E
HEALTH INSURANCE CONTRIBUTIONS PREMIUM SHARE TABLE


| Wellness Rates | | 1/1/19 | 5/1/19 | 1/1/20 |
|--|----------------------------|---|---|---|
| Wellness Requirements: All elements must be met in order to pay the discounted rates | | Q4 2017 Biometric Screen Q4 2017 Nicotine Screen 2017: Primary Care Physician visit with physical | 2018 or Q1 2019 Biometric Screen and Nicotine Screen 2018 or Q1 2019: Primary Care Physician visit with physical | Q4 2019 Biometric Screen Q4 2019 Nicotine Screen 2019: Primary Care Physician visit with physical |
| Coverage Tier | Nicotine Free [^] | Nicotine Use** | Nicotine Free [^] | Nicotine Free |
| Single | 10% | +\$30/mon | 10% | 10% |
| Family* | 10% | +\$30/mon | 10% | 10% |
| Non-Wellness Rates | | | | |
| Coverage Tier | Nicotine Free [^] | Nicotine Use** | Nicotine Free [^] | Nicotine Free |
| Single | 17% | +\$30/mon | 17% | 17% |
| Family* | 17% | +\$30/mon | 17% | 17% |

* If an employee enrolls a spouse on an Authority health insurance plan, then the spouse must also complete all of the applicable annual wellness requirements, as listed above, in order for the employee to qualify for the Wellness Rates.

** 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 rates. The Authority's provided Biometric Screening will also include the Nicotine Screening.

^ Nicotine Cessation: in the 1st Quarter of 2016, the Authority will provide employees with access to a Nicotine Cessation program through the selected health insurer.

 2-21-19
 Darryl Haley date
 SORTA Interim CEO and General Manager

 2/20/19
 Troy Miller date
 President/Business Agent ATTU Local 627

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

February 13, 2019

- 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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February 13, 2019

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.
- As of the 2019 General Pick, the maximum number of times an employee may take a qualification Test is two (2) per qualification level, regardless of reasons or circumstances.
- 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.

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February 13, 2019

- **B-Rate**
 - Schematics / Basic Electric
 - 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.

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- 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.


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.

Implementation of Program

- This Revised Agreement shall go into effect and otherwise be implemented to coincide with the 2019 General Pick, provided however that any maintenance employees who are hired on or after the date this Agreement is executed must enter and complete the program.
- Any employees currently in the 2011 apprenticeship program at the time this agreement goes into effect, will be grandfathered into the past agreement and afforded the opportunity to complete the program they originally started.

 2-14-19
Darryl Haley date
Interim CEO and General Manager

 2/14/19
Troy Miller date
President/Business Agent, ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

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Section 5: WAGE RATES

(a) through (i): At the conclusion of collective bargaining and applying any agreed upon wage increases, every bargaining unit hourly wage rate will be at least \$15.52.


Darryl Haley
SORTA interim CEO/ General Manager

2-15-19
date


Troy Miller
President/Business Agent ATU Local 627

2/15/19
date

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

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Section 5: WAGE RATES

(h) **Division Clerks and Board Clerks** – add additional hourly wage rates below:

- Sub Division Clerk: \$28.48
- Sub Board Clerk: \$28.66

Darryl Haley 2-15-19
Darryl Haley date
SORTA interim CEO/ General Manager

Troy Miller 2/15/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

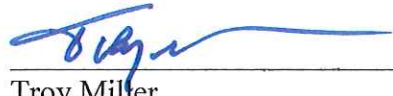
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Section 20: REPORTING AFTER DAY OFF

- Continue to address Attendance issues through FMCS mediation outside of, and beyond, contract negotiations.
- The Authority's salaried personnel sick leave policies as approved by the SORTA Board apply to the Division and Board Clerks under Section 5(h). If the Authority changes these policies during the term of the Agreement, the policies will remain as they currently are for the clerks until the parties have addressed Clerk sick leave policies through FMCS mediation.

 2-15-19

Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19

Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

Section 12: DENTAL INSURANCE

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

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

The Authority will pay the amount it pays for the CIGNA monthly premium towards the cost of the Dental Care Plus Coverage.

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

Effective January 1, **2019** the employee’s monthly premium **contributions** ~~co-payments~~ will be as follows:

Dental BVN Ortho

| | |
|--------|-----------------------|
| Single | <u>\$6.21</u> |
| Family | <u>\$19.44</u> |

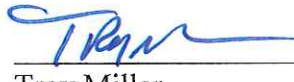
Dental DHMO

| | |
|--------|-----------------------|
| Single | <u>\$8.07</u> |
| Family | <u>\$29.89</u> |

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

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

 2-15-19
 Darryl Haley date
 SORTA interim CEO/ General Manager

 2/15/19
 Troy Miller date
 President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT*

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Section 3: DISCIPLINARY ACTION AND GRIEVANCES

(c) Improve the grievance process through the following:


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

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

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

 2-15-19

Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19

Troy Miller date
President/Business Agent ATU Local 627

* The parties will share evenly (50/50) the printing costs for new grievance forms that use a numbering system.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

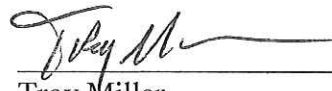
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Section 11(d): Supplemental Insurance

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

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

 2-15-19
Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

(18)


Section 5: WAGE RATES

(a): Add additional hourly wage rates below:

- Sub Supervisor: \$27.40
- Sub Dispatcher \$27.40

If an employee works as a Sub Supervisor or Sub Dispatcher, and the employee's regular straight time hourly rate (or equivalent) is higher than these wage rates, the employee will earn her regular straight time hourly rate (or equivalent) when working in these positions.

 2-15-19
Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

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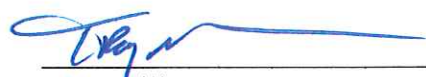
Section 30: FAMILY MEDICAL LEAVE ACT

Both parties agree to comply with the "Family Medical Leave Act" dated November 30, 1993, as amended. When an employee has an absence due to Family Medical Leave, paid leave will run concurrently with the Family Medical Leave absence in the following manner:

- a) For Intermittent FMLA absences of one, two, or three consecutive full days, the employee will have the option of concurrently using any Vacation Days at a Time followed by the employee's option to use any picked Vacation. The employee's picked Vacation week(s) will still be honored as picked, even if some or all of the employee's Vacation Pay has been exhausted.

- b) For Continuous FMLA absences defined as being more than 3 consecutive full days, the employee will have the option of using Vacation Days at a Time. The Vacation Days at a Time may be used by the employee in place of the unpaid days at the beginning of Sick Leave.

 2-15-19
Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT


February 15, 2019

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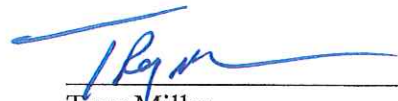
Section 2: UNION SHOP AND CHECK-OFF

(b) Check-off

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

 2-15-19

Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19

Troy Miller date
President/Business Agent ATU Local 627

(21)

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

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The procedure for the relief of Board operators who have completed eight (8) hours

- Operators wanting extra work must submit their notes, in the AM; however, notes may be submitted up until 4:30 pm. Any operator wishing to pull their note must do so by 4:30 pm. Assignments will be made at 5:30 pm at the conclusion of Noon Show Up.
- **Part-Time Show Up Operators will be used first to relieve Board Operators who have completed eight (8) hours.**
- Work will be assigned with the intent of getting the person that wants off relieved within one (1) hour of them completing the required Eight (8) Hours.
- For late work, existing policies would be adhered to, i.e. Day run operators would get the latest piece to get back in the garage, and split runs would be assigned to reduce spread time. Straight run operators' notes honored in order of when the operators plugged.
- If two or more notes are received that qualify to run open pieces of work created by a request to get relieved, the Board Rules governing request for Overtime after 6:00pm will be followed. Size of the assignment is not a consideration.

In the event the operator getting relieved after Eight (8) Hours does so before 9:59pm, and is not assigned an AM Extra the next day, they may be required to do so if one is available. The Fatigue Rule can be invoked if relieved after 9:59pm. The operator leaving the note for late work **CAN NOT** invoke the Fatigue Rule **UNLESS** they are assigned an AM EXTRA and the person being relieved can run the extra.

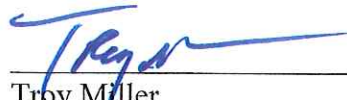
- Any discrepancy in the assignment of extra work will be brought to the attention of the Manager on Duty. If no Manager is available, the Clerk will call a Manager for directions.
- ~~• When determining when an operator wanting relieved has their Eight (8) Hours in, the relief time is to be used even if Travel Time is warranted. This is not to say that if Travel Time is warranted you still cannot get them relieved if the Eight (8) Hours isn't in at the relief time but would be by the time the operator getting relieved got back to the garage.~~
- **For the Operator getting relieved, the Operator must report to the Clerk after the relief. Pay will stop at the time of this report. For the Relief Operator, pay starts at the assigned plug time and no Travel Time will be paid.**
- If it is reasonable to utilize an existing Relief point, it should be done but not to the extent that an operator would be forced to stay well over their Eight (8) Hour requirement if the relief can be made in route. **If no Relief Operator is available, the Operator requesting relief must continue the work and normal Fatigue Rules will play.**
- Operators who MISS or RUN LATE will may be USED **after all Show-Up (including Part-time) has been exhausted, but,** to honor early relief request before overtime and spread are paid to an operator leaving a note for additional work. The assignment may at some point be overtime for an employee that MISSED or RAN LATE.

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

 2-15-19

Darryl Haley date
SORTA interim CEO/ General Manager

 2/15/19

Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

Section 31: PART-TIME OPERATORS CURRENT AND NEWLY HIRED OPERATORS

(a) All newly hired Part-Time operators and operators not now receiving a forty (40) hour guarantee shall be covered by all sections of this Agreement except as specifically changed by this section.

(b) Operators covered by this section will:

- 1) receive medical coverage, dental coverage, group life insurance, and pro-rated vacation, holiday, funeral leave, sick leave and felonious assault pay, as described in this section;
- 2) be eligible for the penalty time provisions in Section 15 except for overtime after 8 hours in a day and daily guarantee; and
- 3) not be entitled to sick and accident protection insurance.

(c) Effective upon ratification, ~~no later than the effective date of the June 2000 pick~~, the maximum number of operators covered by this section shall not exceed 7% of the number of operators on the seniority list who are receiving the forty (40) hour guarantee. ~~On the effective date, all part-time operators will become Full-Time Operators covered by this section and the effective date will become their Full-Time seniority date.~~

(d) These operators will receive a weekly guarantee minimum of twenty-five (25) hours and a weekly guarantee maximum of twenty-eight (28) hours times the operator's base rate for five scheduled work days in each seven day period beginning with Sunday provided that the operator is not off on any of the scheduled work days in any seven day period.

(e) Operators earning more than the weekly guarantee minimum or maximum shall receive in full the amount they earn in accordance with this section. Show-up time will be counted toward that operator's weekly guarantee. Operators do not receive a daily guarantee. The guarantee for an operator covered by this section will be reduced by 5.0 hours ~~5-6 hours~~ for that seven day period for each day that the operator does not complete his/her scheduled assignment during that same seven day period.

(f) Overtime shall be paid for all hours worked in a pay week in excess of forty (40) hours worked.

(g) Operators covered by this section will be eligible for High Deductible Health Plan or PPO medical coverage and ~~CIGNA or Dental Care Plus~~ dental coverage, in accordance with Sections 11 and 12 of the Agreement respectively. However, Operators covered by this Section 31 are ~~not~~ eligible for the Health Insurance "OPT-OUT" Plan, as described in Section 11.

The waiting period for these benefits will comply with the "Affordable Care Act" dated March 23, 2010, as amended. The Authority reserves the right to modify the coverage, plan, or carrier based on the cost, subject to Section 11(a).

Section 125 Plan

Metro will offer to operators covered by this section on a completely voluntary basis a Section 125 Plan that allows employees to pay for qualified medical/dental/vision expenses and¹ dependent child care expenses on a pre-tax basis. A monthly fee will also be required for this option. However, enrollment in the Section 125 Plan will be completely voluntary. Employees will not be required to participate. Employees wishing to participate must sign up during open enrollment.

(h) These operators will be eligible for vacation in accordance with Section 6 of the Agreement except for the following:

¹ Side Letter, April 2017

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

Vacation days will be paid at the operator's base rate times 5.0 hours ~~5.6 hours~~, and Vacation eligibility will be based on one hundred seventy-three point three (173.3) hours worked credited as one (1) month.

(i) These operators will be eligible for sick leave in accordance with Section 10(g) of the Agreement except for the following:

(1) All operators with one (1) or more years of continuous service shall accrue one (1) day per one hundred seventy-three point three (173.3) hours worked for the purpose of sick leave, and

(2) Sick day pay will be paid at the operator's base rate times 5.0 hours. ~~5.6 hours~~.

(j) These operators will be eligible for holiday pay, Section 7; funeral pay, Section 8; and felonious assault pay, Section 10(h), except for the following:

(1) Each full day of holiday pay, funeral pay, and felonious assault pay will be paid at the operator's base rate times 5.0 hours ~~5.6 hours~~.

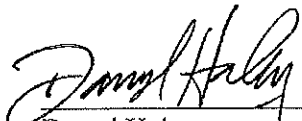
(k) The hourly wage rate for these operators shall be paid subject to the new hire progression. For purpose of applying the new hire progression, one hundred seventy-three point three (173.3) hours worked shall be credited as one month.

(l) These operators shall be offered the chance to move to the Full-Time forty (40) hour guarantee status based on seniority. Such Part-Time Operators shall move to Full-Time at the bottom of the Full-Time seniority list. The employee will retain his/her overall seniority for purposes progression and benefits.

(m) Metro will not lay-off forty (40) hour guarantee full-time operators to create work for these operators.

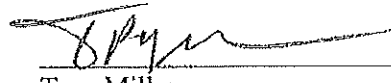
(n) No Full-Time Operator ~~hired before February 1, 2008~~ shall be laid off until all operators covered by this section have been laid off.

(o) In the case of lay-off, Full-Time ~~forty (40) hour~~ guarantee operators may exercise their seniority to replace operators covered by this section, if needed as determined by the Authority.


Darryl Haley
SORTA Interim CEO and General Manager

2-21-19

date


Troy Miller
President/Business Agent ATU Local 627

2/20/19

date

SORTA and ATU Local 627
Part-Time Operators

SIDE LETTER

New classification:

- Part-Time Operator is 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.

Part-Time Show-Up Schedule:

- AM:
 - 5:10 am Show up until 10:10 am
- PM:
 - 1:30 pm Show-up until 6:30pm
 - 5:30 pm Show-up until 10:30pm
 - 7:30 pm Show-up until 12:30am
 - 9:00 pm Show-up until 2:00am
- 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.
- 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.

SORTA and ATU Local 627
Part-Time Operators

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 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
 - Less than 3 active Attendance Points
- Accidents:
 - Less than 2 active accidents
- Customer complaints:
 - Less than 2 active chargeable complaints

Other topics:

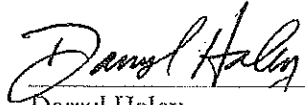
- Number of Part-Time Operators: no more than 7% of the Full-Time Operator workforce
 - Example: If there are 500 Full-Time Operators, then there can be no more than 35 additional Part-Time Operators
- SORTA retains the following management rights:
 - To assign any number of Part-time Operators to these 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.

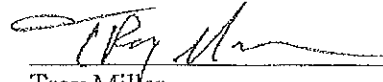
Where the Side Letter and current Board Rules conflict:

- 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.

SORTA and ATU Local 627
Part-Time Operators

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

 2-21-19
Darryl Haley date
SORTA Interim CEO and General Manager

 2/20/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

Create a new Section 32: Call Center, re-number "Term of Agreement" as Section 33, and revise Section 22(c).

Section 32: Call Center:

(a) The following provisions of this contract do not apply to employees in the Call Center bargaining unit:

6, 7, 14(c), 14(d), 14(e), (f), 15, 16, 17, 18, 19, 20, 21, 22a, b, 23, 27, 31

The Call Center bargaining unit will continue to follow the Authority's salaried Vacation and Holiday policies.

(b) Sick Leave

The Call Center bargaining unit is covered by 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 Call Center bargaining unit.

(c) The Authority has the right to fill open Call Center bargaining unit assignments with supervisory personnel.


(d) Wages: Current regular straight time hourly wage rates will be included in this Section. Upon ratification and after applying any agreed upon wage increases, every bargaining unit hourly wage rate will be at least \$15.52.

Section 22(c) Seniority In Other Departments

...

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

 2-15-19
Darryl Haley date
SORTA Interim CEO and General Manager

 2-15-19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

February 15, 2019

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Section 22: SYSTEM SENIORITY Package Proposal

(b)(1): The Seniority List will be used for the purpose of a) vacation selection, b) layoffs and c) job selection and job assignment provided, however, the employee is qualified for the job assigned or picked.

There will be one general pick each year immediately prior to that year's vacation pick. A, B, and C rate employees may only pick a service rate position (D, E, **J**, and UM) during a general pick. A, B, and C rate employees may pick within the technical rates (A, B, C) whenever an opening for which they are qualified exists and seniority allows. **However, A, B, and C employees holding technical jobs after the yearly general pick will be allowed to pick, or bump into, a service rate position (D, E, J, and UM) in case of a job abolishment or having been Bumped.** The service rates (D, E, **J**, and UM) may pick any open position for which they are qualified and seniority allows at any time there is a posting.

(b)(9): All Fares Systems Technicians positions are classified as B-rate General Repair/Fare Technicians positions. These positions will include current Fare Technicians duties but also other B-rate mechanical duties. All Fare Systems Technician positions and B-rate General Repair/Technician positions shall be appointed positions. For B-Rate employees to apply for appointment, they must meet the following criteria for the 12-month period prior to applying:

- 3% or less unexpected absences
- No active written warning or suspension

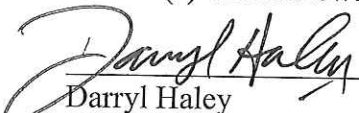
The employee who meets the criteria above and achieves the highest score on the Authority's written Fare Technician test will be appointed. If case of a tie among all criteria, including test score, the highest seniority employee will be appointed. If no employee meets the criteria, the Authority may hire an external applicant(s).

Employees that are appointed to this position will be subject to Section 22(c). Qualified employees will apply for and be appointed to these positions on an annual basis **Appointed employees shall pick a Fare Systems Technician job by seniority within the Fare Systems classification** just prior to the maintenance general pick. ~~However, the incumbent Fare System Technicians will be grandfathered and allowed to remain in their current positions. These incumbents will enter the maintenance department as new employees for the purposes of maintenance seniority.~~ The incumbents and other appointed employees appointed to these positions will continue to accrue overall seniority for the purpose of vacation eligibility and selection, and maintenance department seniority for job selection or in the event of layoff. The Authority reserves the right to **determine the qualifications for these positions** re-evaluate these jobs and pay rate in the future.

Section 23: UNIFORMS

(a) and (d) Uniforms – Increase these amounts by \$30 February 1, 2019

(c) Tool Allowance – Increase these amounts by \$30 August 1, 2019

 2-15-19
Darryl Haley date
SORTA Interim CEO and General Manager

 2-15-19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT

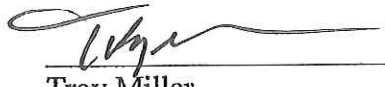
February 19, 2019

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Section 28: PRIOR CONCESSIONS

- Create a Subcommittee: Board Rules to bargain improvements, efficiencies, and innovations
 - Create a complete compilation of all formally agreed upon Board Rules
 - Create an updated version in an electronic format (Word)
 - Make language clarifications and updates
- This Subcommittee will meet outside of, and beyond, contract negotiations
- Any changes to the Board Rules that are tentatively agreed upon by this Subcommittee will be subject to final ratification by the Union membership.

 2-20-19
Darryl Haley date
SORTA Interim CEO and General Manager

 2/20/19
Troy Miller date
President/Business Agent ATU Local 627

SORTA and ATU Local 627 – TENTATIVE AGREEMENT


February 15, 2019


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Section 33 32: TERM OF AGREEMENT

(a) This Agreement and the provisions thereof shall take the place of all prior contracts and continue in force and bind the respective parties hereunto from 12:01 A.M., November 1, 2018 to midnight, October 31, 2020, and from year-to-year thereafter, unless changed by the parties.

(b) Either of the parties hereunto desiring a change in any Section or Sections of this Agreement shall notify the other party in writing of the desired changes at least sixty (60) days prior to the thirty-first (31st) day of October, 2018. If neither party gives such notice, the Agreement shall continue on from year-to-year. If such notice is given by either party, the Agreement shall then be opened for consideration of the change or changes desired.

 2-20-19
Darryl Haley date
SORTA Interim CEO and General Manager

 2/20/19
Troy Miller date
President/Business Agent ATU Local 627

Raises for 2019 and 2020

| Position | Current rate | 2% at 12/30/2018 | | 1% at 12/29/2019 | | 0.5% at 06/28/2020 | |
|--|--------------|------------------|------------|------------------|------------|--------------------|------------|
| Operator | \$26.97 | \$0.54 | \$27.51 | \$0.28 | \$27.79 | \$0.14 | \$27.93 |
| A-Rate | \$28.59 | \$0.57 | \$29.16 | \$0.29 | \$29.45 | \$0.15 | \$29.60 |
| B-Rate | \$27.57 | \$0.55 | \$28.12 | \$0.28 | \$28.40 | \$0.14 | \$28.54 |
| A-Rate Apprentice (\$0.25 more than B-rate) | \$27.82 | | \$28.37 | | \$28.65 | | \$28.79 |
| B-Rate Apprentice (90% of B-rate) | \$24.81 | | \$25.31 | | \$25.56 | | \$25.69 |
| Division Clerks | \$4,936.10 | \$98.72 | \$5,034.82 | \$50.35 | \$5,085.17 | \$25.43 | \$5,110.60 |
| Board Clerks | \$4,968.34 | \$99.37 | \$5,067.71 | \$50.68 | \$5,118.39 | \$25.59 | \$5,143.98 |
| FB Pullers | \$23.52 | \$0.47 | \$23.99 | \$0.24 | \$24.23 | \$0.12 | \$24.35 |

Hired after February 1, 1988

| | | | | | | | |
|---------------------------------|---------|--------|---------|--------|---------|--------|---------|
| C-Rate | \$22.91 | \$0.46 | \$23.37 | \$0.23 | \$23.60 | \$0.12 | \$23.72 |
| D-Rate | \$22.07 | \$0.44 | \$22.51 | \$0.23 | \$22.74 | \$0.11 | \$22.85 |
| E-Rate | \$21.19 | \$0.42 | \$21.61 | \$0.22 | \$21.83 | \$0.11 | \$21.94 |
| UM | \$19.56 | \$0.39 | \$19.95 | \$0.20 | \$20.15 | \$0.10 | \$20.25 |
| Janitor | \$19.56 | \$0.39 | \$19.95 | \$0.20 | \$20.15 | \$0.10 | \$20.25 |
| Painter (E-rate plus \$0.05) | \$21.24 | | \$21.66 | | \$21.88 | | \$21.99 |

Hire before January 31, 1988

| | | | | | | | |
|--------|---------|--------|---------|--------|---------|--------|---------|
| C-Rate | \$24.83 | \$0.50 | \$25.33 | \$0.25 | \$25.58 | \$0.13 | \$25.71 |
| D-Rate | \$24.08 | \$0.48 | \$24.56 | \$0.25 | \$24.81 | \$0.12 | \$24.93 |
| E-Rate | \$23.48 | \$0.47 | \$23.95 | \$0.24 | \$24.19 | \$0.12 | \$24.31 |
| UM | \$22.38 | \$0.45 | \$22.83 | \$0.23 | \$23.06 | \$0.12 | \$23.18 |

Additional positions and rates

| | | | | | | | |
|--|---------|--------|---------|--------|---------|--------|---------|
| Call Center Representative | \$15.00 | \$0.52 | \$15.52 | \$0.16 | \$15.68 | \$0.08 | \$15.76 |
| Customer Service Coordinator | \$17.59 | \$0.35 | \$17.94 | \$0.18 | \$18.12 | \$0.09 | \$18.21 |
| Customer Service Coordinator hired after 1/1/19 | \$16.00 | \$0.32 | \$16.32 | \$0.16 | \$16.48 | \$0.08 | \$16.56 |
| Sub Divison Clerk | \$28.48 | \$0.57 | \$29.05 | \$0.29 | \$29.34 | \$0.15 | \$29.49 |
| Sub Board Clerk | \$28.66 | \$0.57 | \$29.23 | \$0.29 | \$29.52 | \$0.15 | \$29.67 |

| | | | | | | | |
|----------------|---------|--------|---------|--------|---------|--------|---------|
| Sub Dispatch | \$27.40 | \$0.55 | \$27.95 | \$0.28 | \$28.23 | \$0.14 | \$28.37 |
| Sub Supervisor | \$27.40 | \$0.55 | \$27.95 | \$0.28 | \$28.23 | \$0.14 | \$28.37 |

Raises for 2019 and 2020

Transportation New Hire Progression

| | Current Rate | 2% at 12/30/2018 | | 1% at 12/29/2019 | | 0.5% at 06/28/2020 | |
|------|-----------------|------------------|---------|------------------|---------|--------------------|---------|
| 60% | \$16.18 | \$0.33 | \$16.51 | \$0.16 | \$16.67 | \$0.09 | \$16.76 |
| 64% | \$17.26 | \$0.35 | \$17.61 | \$0.18 | \$17.79 | \$0.09 | \$17.88 |
| 70% | \$18.88 | \$0.38 | \$19.26 | \$0.19 | \$19.45 | \$0.10 | \$19.55 |
| 76% | \$20.50 | \$0.41 | \$20.91 | \$0.21 | \$21.12 | \$0.11 | \$21.23 |
| 88% | \$23.73 | \$0.48 | \$24.21 | \$0.25 | \$24.46 | \$0.12 | \$24.58 |
| 100% | \$26.97 | \$0.54 | \$27.51 | \$0.28 | \$27.79 | \$0.14 | \$27.93 |

Used rounded top operator wages since these are what will appear in the contract.

Maintenance Progression Rate

| C-Rate | | 70% | 80% | 90% |
|------------|---------|---------|---------|---------|
| Based on 1 | \$23.37 | \$16.36 | \$18.70 | \$21.03 |
| Based on 1 | \$23.60 | \$16.52 | \$18.88 | \$21.24 |
| Based on 6 | \$23.72 | \$16.60 | \$18.98 | \$21.35 |

| D-Rate | | 70% | 80% | 90% |
|------------|---------|---------|---------|---------|
| Based on 1 | \$22.51 | \$15.76 | \$18.01 | \$20.26 |
| Based on 1 | \$22.74 | \$15.92 | \$18.19 | \$20.47 |
| Based on 6 | \$22.85 | \$16.00 | \$18.28 | \$20.57 |

Minimum Wage Rate is \$15.52

| E-Rate | | 70% | 80% | 90% |
|------------|---------|---------|---------|---------|
| Based on 1 | \$21.61 | \$15.52 | \$17.29 | \$19.45 |
| Based on 1 | \$21.83 | \$15.52 | \$17.46 | \$19.65 |
| Based on 6 | \$21.94 | \$15.52 | \$17.55 | \$19.75 |

| UM-Rate | | 70% | 80% | 90% |
|------------|---------|---------|---------|---------|
| Based on 1 | \$19.95 | \$15.52 | \$15.96 | \$17.96 |
| Based on 1 | \$20.15 | \$15.52 | \$16.12 | \$18.14 |
| Based on 6 | \$20.25 | \$15.52 | \$16.20 | \$18.23 |

| Janitor | | 70% | 80% | 90% |
|------------|---------|---------|---------|---------|
| Based on 1 | \$19.95 | \$15.52 | \$15.96 | \$17.96 |
| Based on 1 | \$20.15 | \$15.52 | \$16.12 | \$18.14 |
| Based on 6 | \$20.25 | \$15.52 | \$16.20 | \$18.23 |

| Painter E + \$0.05 | | 70% | 80% | 90% |
|--------------------|---------|---------|---------|---------|
| Based on 1 | \$21.66 | \$15.52 | \$17.33 | \$19.49 |
| Based on 1 | \$21.88 | \$15.52 | \$17.50 | \$19.69 |
| Based on 6 | \$21.99 | \$15.52 | \$17.59 | \$19.79 |

UPDATED WITH CHANGES EFFECTIVE APRIL 1ST

| HDHP - Wellness | | | |
|------------------------------|--------------------|---------------------|--------------------|
| 4/1/2019 - 12/31/2019 | | | |
| <u>EE Rate (\$)</u> | <u>EE Rate (%)</u> | <u>EE Rate \$ Δ</u> | <u>EE Rate % Δ</u> |
| \$67.21 | 10% | -\$4.98 | -6.9% |
| \$186.55 | 10% | -\$13.81 | -6.9% |

| PPO – Wellness | | | |
|------------------------------|--------------------|---------------------|--------------------|
| 4/1/2019 - 12/31/2019 | | | |
| <u>EE Rate (\$)</u> | <u>EE Rate (%)</u> | <u>EE Rate \$ Δ</u> | <u>EE Rate % Δ</u> |
| \$66.89 | 10% | -\$4.95 | -6.9% |
| \$185.65 | 10% | -\$13.75 | -6.9% |

| HDHP - Non-Wellness | | | |
|------------------------------|--------------------|---------------------|--------------------|
| 4/1/2019 - 12/31/2019 | | | |
| <u>EE Rate (\$)</u> | <u>EE Rate (%)</u> | <u>EE Rate \$ Δ</u> | <u>EE Rate % Δ</u> |
| \$114.27 | 17% | -\$8.47 | -6.9% |
| \$317.14 | 17% | -\$23.49 | -6.9% |

| PPO - Non-Wellness | | | |
|------------------------------|--------------------|---------------------|--------------------|
| 4/1/2019 - 12/31/2019 | | | |
| <u>EE Rate (\$)</u> | <u>EE Rate (%)</u> | <u>EE Rate \$ Δ</u> | <u>EE Rate % Δ</u> |
| \$113.70 | 17% | -\$8.42 | -6.9% |
| \$315.59 | 17% | -\$23.39 | -6.9% |

*EE \$ and % Rate change compared to 2019 current rates