

Amalgamated Transit Union Local 627

AND

Transdev Services, Inc.

Effective Date June 1, 2020 thru August 31, 2022



CINCINNATI STREETCAR.



## Table of Contents

ARTICLE 1 .....	1
SCOPE OF AGREEMENT .....	1
ARTICLE 2 .....	2
UNION RECOGNITION AND DUES .....	2
ARTICLE 3 .....	4
PROTECTION OF RIGHTS .....	4
ARTICLE 4 .....	5
SEPARABILITY AND SAVINGS CLAUSE .....	5
ARTICLE 5 .....	5
MAINTENANCE OF STANDARDS .....	5
ARTICLE 6 .....	6
COOPERATION .....	6
ARTICLE 7 .....	7
MANAGEMENT RIGHTS .....	7
ARTICLE 8 .....	10
ACCESS TO PREMISES .....	10
ARTICLE 9 .....	11
DIRECT DEPOSIT .....	11
ARTICLE 10 .....	11
UNION STEWARDS .....	11
ARTICLE 11 .....	12
NO STRIKE/NO LOCKOUT CLAUSE .....	12
ARTICLE 12 .....	14
GRIEVANCE/ARBITRATION PROCEDURE .....	14
ARTICLE 13 .....	18
DISCHARGE, SUSPENSION, OR OTHER DISCIPLINARY ACTION .....	18
ARTICLE 14 .....	21
MILITARY CLAUSE .....	21
ARTICLE 15 .....	21
NON-DISCRIMINATION CLAUSE .....	21

ARTICLE 16.....	22
UNIFORMS .....	22
ARTICLE 17.....	23
ACCIDENT and INCIDENT REPORTS.....	23
ARTICLE 18.....	23
PROBATIONARY PERIOD.....	23
ARTICLE 19.....	23
SENIORITY.....	23
ARTICLE 20.....	25
OVERTIME/WORKWEEK .....	25
ARTICLE 21.....	26
VACATIONS.....	26
ARTICLE 22.....	26
HOLIDAYS.....	26
ARTICLE 23.....	27
SICK LEAVE.....	27
ARTICLE 24.....	28
JURY DUTY .....	28
ARTICLE 25.....	28
BEREAVEMENT LEAVE.....	28
ARTICLE 26.....	29
HEALTH BENEFITS .....	29
ARTICLE 27.....	31
RETIREMENT PLAN .....	31
ARTICLE 28.....	32
WAGES.....	32
ARTICLE 29.....	33
SUCCESSORS and ASSIGNEES.....	33
ARTICLE 30.....	33
TERM OF AGREEMENT. ....	33

# ARTICLE 1

## SCOPE OF AGREEMENT

The parties hereto enter into this collective bargaining agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this Agreement. Both parties desire to provide uninterrupted operations to the clients they serve and to provide a secure and safe productive work environment. The Union and the employees covered by this Agreement recognize their goal is to cooperatively provide transportation safely, reliably, and efficiently.

In an effort to continue harmonious and cooperative relationships with its employees, and to insure the orderly and uninterrupted efficient operations of its business, the Company and the Union desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following:

- a. To promote individual efficiency and service to the citizens and customers of the Company's service;
- b. To avoid interruption or interference with the efficient operation of the Company's business;
- c. To recognize the legitimate interests of the Union to participate through collective bargaining in the determination of the terms and conditions of

employment;

- d. To promote fair and reasonable working conditions; and
- e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion and/or the grievance procedure.

## **ARTICLE 2**

### **UNION RECOGNITION AND DUES**

The Company recognizes the Amalgamated Transit Union, Local 627 (Union) as the sole and exclusive bargaining agent for all matters affecting the wages, hours and terms and conditions of employment of its full time and part time Street Car Operators and maintenance employees employed by the Company at its facility currently located at 1927 Race Street, Cincinnati, Ohio; but excluding all other employees, professional employees, office clerical employees, guards, managers, supervisors and supervisory foremen as defined by the Act.

All Streetcar operators and maintenance employees (employees) who are members of the Union on the date of execution of this Agreement, shall remain members of the Union as a condition of employment. Union membership for this Agreement, is required only to the extent that employees must pay either the Union's initiation fees and periodic dues or service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting

service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All employees who are hired hereafter into the bargaining unit shall become and remain members of the Local Union as a condition of employment on and after the ninetieth (90th) calendar day following the beginning of their employment or on and after the ninetieth (90th) calendar day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his/her Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

On the first payday of each month, the Company agrees to deduct from the pay of each member of the Union employed by the Company such uniformly required initiation fee, 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. The Company 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 Company agrees to remit to the Union the aggregate amount of such deductions together with such statement. The Union agrees to provide to the Company a checkoff authorization signed by each employee.

a. ATU-COPE Deduction

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

The Union shall hold Company safe and harmless from any and all liability arising out of the administration of this Article.

### **ARTICLE 3**

#### **PROTECTION OF RIGHTS**

The Employer shall not enter into any agreement or contract with persons covered by this Agreement individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void. Employees covered by this Agreement shall work in accordance with this Agreement. Any past verbal agreements will no longer be in effect from the date of the signing of this agreement.

All employees covered by this Agreement shall conform with all Federal, State of Ohio and City Laws and Regulations. The Company and the Union reserve the right to develop and implement procedures and rules that insure compliance with any law or regulation.



## **ARTICLE 4**

### **SEPARABILITY AND SAVINGS CLAUSE**

Any part of this Agreement which conflicts with applicable City, State, or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulation made pursuant hereto.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Company or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 5**

### **MAINTENANCE OF STANDARDS**

The Union recognizes the responsibility assumed by it as the exclusive bargaining agent for the employees covered by this Agreement. The Union therefore pledges its full cooperation and that of its membership in the Company's efforts to assure a full day's work on the part of employees and that it will combat any other practices which hurt or interfere with the efficient operation and management of the Company's business. The Union further agrees that it and its membership will fully cooperate with the Company in its efforts to

operate the facility and business of the Company covered by this Agreement as efficiently and economically as possible, improve service, preserve equipment and strengthen good will between the Company and its employees, as well as with its customers.

Employees shall work at all times to the best interest of the Company, the client, and the public that is served; they shall perform efficient service in their work; they shall operate and handle the Company and their clients (SORTA and the City of Cincinnati's) assets and property carefully, safely and with the utmost regard to the safety of customers, fellow workers, the general public and equipment entrusted to their care; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the Company and its clients and cooperate in the promotion and advancement of the Employer's interest.

## **ARTICLE 6**

### **COOPERATION**

The Union and the employees agree that all employees will perform efficient service in the Streetcar Transportation department of work; that they will be attentive to their duties; that they will observe and conform to the policies, rulebook, standard operating procedures, and regulations of the Company and its clients; that they will comply with the instructions and direction of the officials, officers and managers over them; that they will direct and/or operate equipment carefully and with the utmost regard at all times for the care of the equipment, fully cooperate in all investigations, promote the safety and security of the

passengers and the public in general in a continuous program of good public relations and improved security; that they will at all times provide the public full business courtesy and respectful consideration and treatment; and that they will use their influence, good will and best endeavors to protect the property of the Company and their clients, as well as promote its interests to the end that the Streetcar system may grow in popularity and increase in efficiency, volume and scope, and that the revenue and resulting profit from its operation may become greater.

The Union recognizes that there may be occasions caused by flood, storm, earthquake, terrorism or other cause (including act of God) which interrupt the operators effectively to prevent the normal work schedule from occurring. Under such circumstances, the Union will cooperate with the Employer to provide required flexibility of requirements that otherwise would be in effect. If normal work schedules are disrupted the Company may use that day or days for training purposes for operators and provide work for the maintenance employees.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**7.1** The Union recognizes the exclusive right and responsibility of the Company to manage its facility and to direct its working forces. All rights of the Company which have not been specifically abridged or modified by this Agreement are retained by the Company including, but not limited to, the right to make and modify reasonable work rules and

regulations (such as the Employee Handbook). As a context to the new start of the system in Cincinnati, the success of the Streetcar system will require flexibility and cooperation as both the employees and the public learn to interface on a regular basis with the operation. The Company agrees to distribute copies of any new work rules, or changes to existing work rules or regulation, at least five (5) days prior to implementation.

**7.2** The Company shall have the right to exercise full control and discipline in the interest of safe and efficient service and the conduct of its business; subject, however, to the terms of the Agreement and to the employees' privilege of presenting grievance as herein defined and provided for.

Except as otherwise specifically limited by this Agreement, the Company retains rights to fully control any matters concerning the management and conduct of its business. Without limiting the generality of the foregoing, such rights and functions specifically include:

- a. The procedures, policies, techniques, methods, and means of operating the Employer's business;
- b. The determination of the number and time of shifts, and assignments. The determination of the size of the workforce; qualifications of employees, the utilization of non-bargaining unit personnel to support bargaining unit work and as needed to protect the service and to maintain the qualifications

- of non-bargaining unit personnel, the allocation and assignment of work, the determination of policies affecting the selection of employees for assignment and/or promotion,
- c. The hiring, direction, supervision, discipline and discharge for just cause of employees;
  - d. The determination of financial policies, including general accounting procedures, establishment and modification of routes and customer relations;
  - e. The establishment of standards of customer service, safety rules, attendance rules and quality of work and other measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities.

Furthermore, the Company may implement and enforce reasonable rules and regulation and/or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Upon implementation of any new rules or modification of existing rules, the Company shall give written notice to the Union and employees and provide all required training prior to implementation.

The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

The Company's failure to exercise rights reserved to it, shall not be deemed a waiver of its right to exercise such function or right, not preclude the Company from exercising

the same in some other way not in conflict with the express provisions, only after ratification.

**7.3** The Company shall not be limited in meeting the desires, safety and security of its customer. The relevant provisions of a revenue contract between the Company and its customer under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of such revenue contracts, the relevant provisions of said revenue contracts shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of any of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 8**

### **ACCESS TO PREMISES**

The Company agrees to admit to its facility, during its regular working hours the authorized Business Agent of the Union for the purpose of observing the application of this Agreement and adjusting grievances. This does not include other premises of the clients. These activities may not cause any interruption of the Company's working schedule nor may they interfere with the work of employees.

To meet with the General Manager, the Union Business Agent shall arrange for a mutually convenient date and time with the Company's General Manager or designee on duty before any visit. The Union Business Agent must also state to the manager or designee the reason for the visit and observe all Company rules and safety rules while on the Company's premises. In the event of a change of agents, the Company will be notified in writing.

## **ARTICLE 9**

### **DIRECT DEPOSIT**

The Company may directly deposit the employee's regular paycheck into the employee's bank account or pay card on or prior to the regular payday or other methods available through the Company's payroll. A mistake in an employee's pay shall be adjusted within three (3) business days.

## **ARTICLE 10**

### **UNION STEWARDS**

The Company recognizes the right of the Union and the Union Offices to designate a steward and alternates from the Employers seniority list if needed. An Alternate can act only in the absence of a designated Steward.

Because of the limited number of represented employees, it is imperative that union business requirements are minimized and requested absences scheduled with sufficient time to provide for a replacement.

Stewards and Alternates shall not conduct union business during their work hours nor another employee's work hours. The Company recognizes these limitations upon the authority of job Steward and their Alternates. No Steward shall make any decision with the Company that conflicts with the terms and provisions of the Contract.

## **ARTICLE 11**

### **NO STRIKE/NO LOCKOUT CLAUSE**

The Union does hereby affirm and agree that it will not engage in any strike or concerted refusal to perform work regarding any matter that can be resolved through the grievance/arbitration provisions of this agreement during the term of this Agreement. Likewise, the Employer will not lockout employee's during the term of this Agreement.

**11.1** The Union agrees that during the entire term of this Agreement, the Union, their officers, representatives, members and the persons covered by this Agreement shall not take part in any strike, partial strike, intermittent strike, sympathy strike, bannering, hand billing, slow down or stoppage of work, boycott, picketing or any other interruption of or interference with the work and business of the Company. The Union further agrees that it will not honor or recognize, and that it will advise and instruct all employees covered by this Agreement not to honor or recognize, any picket line or picketing in any form whatsoever by any union at the Company's place of business or any other facility or operation of the Company regardless of where the same may be situated or located during



the entire term of this Agreement, It being the intent and purpose of this Article to insure the Company of and guarantee it industrial peace and freedom from interference with or interruption of its business in any manner because of any labor dispute during the full term of this Agreement, irrespective of the cause, reason or nature of such dispute. The participation by any employee in any conduct prohibited by this Article or the failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Company. Any such disciplinary action taken under this Section, including discharge, shall not be subject to the grievance or arbitration procedure of this Agreement. Accordingly, the only issue subject to the grievance or arbitration procedure of this Agreement is the issue of participation by any employee in any conduct prohibited by this Article.

**11.2** In consideration of this no-strike covenant and pledge by the Union and employees, the Company agrees that it shall not lock out employees during the period of this Agreement. The term “lock out” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees, by the Company.

**11.3** Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law nor the existence or alleged existence of any condition mentioned in

Section 502 of the Labor Management Relations Act, 1947, shall excuse employees, the Union or the Company from their obligations under the provisions of this Article.

## ARTICLE 12

### **GRIEVANCE/ARBITRATION PROCEDURE**

- (a) The Company agrees to recognize fully and treat with the Union on questions, grievances and complaints that may arise between them.
- (b) There shall be no discharge, suspension or other disciplinary action without sufficient cause or without notification to the employee of the reason, in writing. All discipline must be given to the employee within 10 days of the occurrence or within ten (10) days of the time the Company knew of the occurrence or the Company will forfeit its right to discipline the employee(s).
- (c) All claims or disputes of employees, the Union or the Company regarding the application, interpretation or violation of any provisions of this Agreement or the imposition of any discipline, including discharge, hereinafter called “grievances”, shall be settled in the following manner:

Step One: An employee who believes that a grievance exists between the employee and the Company, shall first meet with the Manager of Operations/Safety for operators or the Manager of Maintenance

for maintenance to discuss the matter in an informal manner. The employee may be accompanied by a member of the Union Executive Board. The respective Manager will respond in writing within five (5) days of the grievance meeting. If informal discussion fails to resolve the problem, the Union or the employee may take the grievance to Step 2.

Step Two: In the event the grievance is not resolved in Step One, the Union shall deliver a copy of the grievance to the General Manager or his/her designee, within five (5) days of receipt of the respective Manager's response.

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

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

#### (d) Tri-Partite Arbitration

If the parties are unable to reach agreement in Step Two, and the grievance or dispute involves the application, interpretation, or violation of any provision of this

Agreement, the Union (not any individual employee) or the Employer may within forty-five (45) days of said failure to reach agreement, demand arbitration and request the Federal Mediation and Conciliation Service to provide the parties with a list of seven (7) prospective arbitrators.

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

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

The decision of any two (2) of the arbitrators shall be final and binding upon both parties. The arbitrators

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

(e) Grievance Committee

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

- (f) It is further agreed that such time periods may be extended by mutual agreement of the parties in writing. Days referred to in Article 12 (b and c) do not include Saturdays, Sundays or Holidays.

(g) Failure to Respond

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

**ARTICLE 13**  
**DISCHARGE, SUSPENSION, OR OTHER**  
**DISCIPLINARY ACTION**

**13.1** Work Rules.

The Company may issue an Employee Handbook outlining all rules, regulations and policies. Prior to the implementation of any new or revised rule, regulation or policy the Company will issue a copy to employees covered by this Agreement and the Union, at least ten (10) days prior to the implementation of said rule, regulation or addendum.

**13.2** The following violations of Company policies and rules are considered serious infractions and shall subject the employee to immediate discharge, although the Company may impose, at its sole discretion, a lesser penalty.

- (a) Removal of Company or Customer property or property of another employee without authorization, or falsification of records for the employee or a fellow employee;
- (b) Threat, intimidation, harassment, physical violence or fighting any time while on duty;
- (c) Possession of firearms, weapons, explosives, or similar devices on Company premises or any time while on duty;
- (d) Failure for any reason to maintain a valid driver's

license and all other certifications required by federal, state, local law, or client required regulations to operate the vehicles, provided that in the event of a temporary loss of the required license or certification, the employee shall be first entitled to a forty-five (45) day or less unpaid leave of absence to correct said loss of a valid driver's license or other certificate required to operate the vehicles. Failure to have the license or certification after the forty-five (45) day period shall be cause for discharge;

- (e) Insubordination;
- (f) Recklessness resulting in accident or incident while on duty;
- (g) Abusive, harassing or threatening behavior toward a passenger, any member of the public, fellow employee, supervisor, or other company official;
- (h) Having a personal electronic device powered on while operating a streetcar regardless if the vehicle is powered on or off. No blue tooth or similar devices may be used while operating the streetcar regardless if the vehicle is in motion or not.
- (i) Falsifying time or revenue records, or the original employment application;
- (j) Conviction of a criminal offense or DWI driving offense;
- (k) Registering positive on a controlled substance test

administered in accordance with the Substance Abuse Policy (Federal DOT Regulations).

- (1) Violation of the Client's anti-tobacco policy, which disallows tobacco or tobacco products in or around the facility or streetcars.
- (m) Use of a personal electronic device as described in Company policy.

Any discipline administered is subject to the grievance/arbitration provisions.

### **13.3** Attendance.

- (a) Excused Absence. Any employee covered by this Agreement who has properly requested in writing and received written approval in advance from a Company manager for time off will be considered an excused absence. Excused absences do not count against the employee's attendance record. Approved jury duty, military leaves, union leaves and FMLA leaves are also considered excused absences.
- (b) Unexcused Absence. An unexcused absence is defined as any time an employee covered by this Agreement misses work without prior written approval or the employee covered by this Agreement fails to notify the manager at least two (2) hours prior to the starting time of the work shift.
- (c) Good Attendance. All employees covered by this Agreement are responsible for good attendance



and punctuality. This means reporting to work on time each scheduled work day. Failure to meet this requirement may result in disciplinary action up to and including termination of employment.

**13.4** Discipline is intended to correct inappropriate behavior and shall not be administered in an arbitrary and/or capricious manner. In most cases progressive discipline shall be used. However, there are situations involving severe misconduct where immediate disciplinary action is required and appropriate. In such cases suspension or dismissal may result but may not be administered in an arbitrary and/or capricious manner.

## **ARTICLE 14**

### **MILITARY CLAUSE**

The parties hereto agree that the Company shall comply with USERRA, as amended and the Reserve Forces Act of 1995, and amendments thereto and Ohio Rev. Code Sec. 5903.02 and amendments thereto. Any claim associated with this clause is subject to the grievance procedure.

## **ARTICLE 15**

### **NON-DISCRIMINATION CLAUSE**

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual preference or age

or any other prohibited factor under state, federal or local law, nor will they limit, segregate or classify employees in any way to deprive any individual employee opportunities because of race, color religion, sex, national origin, sexual preference or age, or any other prohibited factor under federal, state or local law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color religion, sex, national origin, sexual preference, age, or any other prohibited factor under federal, state or local law. Any claim will be subject to the grievance procedure in this Agreement.

The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union. Any claim may be brought under the grievance procedure in this Agreement.

## **ARTICLE 16**

### **UNIFORMS**

The employees are required to wear uniforms as a condition of his/her continued employment, such uniforms shall be furnished by the Company, free of charge. Operators will be furnished once a year three pairs of pants, five shirts, a sweater and two ties. Maintenance employees will be provided enough uniforms to have a clean uniform each work day.

Maintenance employees will receive an annual steel toed shoe allowance of \$125.

## ARTICLE 17

### ACCIDENT and INCIDENT REPORTS

Any employee covered by this Agreement involved in any accident or incident shall immediately report any accident and any physical injury sustained. When required by the Company, and provided the employee is able, the employees covered by this Agreement before going off duty and before starting his/her next shift, shall make out an accident or incident report, in writing, on forms furnished by the Company, and shall turn in all available names and addresses of witnesses to the accident per the Company's policies and procedures.

## ARTICLE 18

### PROBATIONARY PERIOD

The probationary period for all new employees shall be ninety (90) calendar days following their successfully-completed training and certification as a Cincinnati Streetcar Operator. Extensions may be requested by the Employer and will not be unreasonably denied by the Union. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement.

## ARTICLE 19

### SENIORITY

#### Seniority List:

The current seniority list being utilized by the Company

shall be permanently established. It will be used to request run selection, vacation, and scheduled holidays, and for the purposes of layoff and recall.

**Definition of Seniority:**

A Streetcar Operator's Certification Date shall be the employee's seniority date. In filling vacant positions or promotions skill and ability to perform the assigned tasks, if all is equal, then the employee's seniority in position shall apply in filling job vacancies.

The Date of Hire shall be the seniority date for maintenance employees.

An employee transferring from Streetcar Operator to Maintenance or vice versa shall fall to the bottom of the seniority in the new department.

If two or more employees are hired on the same day, the date on the application will be used to determine who is most senior.

**Termination of Seniority:**

An employee's seniority rights shall cease and his/her employment with the Company shall terminate if:

- a. He/she quits voluntarily;
- b. He/she is discharged; (unless returned to the employee's position through the grievance/arbitration process)
- c. He/she is absent for three (3) consecutive working days without authorization and/or without notifying

- the Company (this constitutes a voluntary quit);
- d. He/she does not return to work within fourteen (14) consecutive days after being recalled from layoff by the by a letter sent by registered mail with return receipt requested addressed to him/her at the last address he/she has given the Company;
  - e. He/she exceeds an authorized leave of absence without written approval of the Employer;
  - f. On expiration of any leave of absence and failure to return to work;
  - g. He/she retires;

A list of employees covered by this Agreement, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union for Union files. Claims for corrections to such seniority list must be made to the company and the Union within thirty (30) days after the allegedly inaccurate posting is initially made. After such time the seniority list will be regarded as being correct.

## **ARTICLE 20**

### **OVERTIME/WORKWEEK**

- 20.1** Overtime shall be paid for all time worked over forty (40) hours in a work week.
- 20.2** An employee required to report shall be guaranteed two (2) hours pay.

**20.3** There shall be a minimum of four (4) bids a year.

**20.4** An extra halftime will be paid to a Streetcar Operation for all time worked beyond a spread of eleven (11) hours.

## **ARTICLE 21**

### **VACATIONS**

**21.1** All full time employees shall receive paid vacation as follows:

One (one) year of service but less than two (2) years shall be entitled to one (one) week of vacation;

Two (2) years of service but less than five (5) years shall be entitled to a two (2) week vacation;

Five (5) years of service but less than ten (10) years shall be entitled to a three (3) week vacation.

**21.2** Vacation pay shall be forty (40) hours for each week of vacation.

## **ARTICLE 22**

### **HOLIDAYS**

**22.1** All full time employees shall receive the following paid holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, and one (1) Floating Holiday. One additional floating holiday

effective June 1,2019.

**22.2** All employees scheduled to work on a paid holiday shall receive eight (8) hours pay at their straight time rate of pay in addition to pay for all hours worked on the holiday. Employees not scheduled to work on a paid holiday shall be paid eight (8) hours pay at their straight time rate of pay. Holiday pay shall not be counted as time worked for purposes of overtime. All time worked on a holiday shall be counted as time worked for overtime purposes.

**22.3** In order to receive holiday pay an employee must work their scheduled work day before and their scheduled work day after the holiday.

## **ARTICLE 23**

### **SICK LEAVE**

**23.1** All employees with one (1) year of service or more shall be entitled to five (5) days of sick leave each year. Unused sick leave cannot be carried over to the next year but will be paid out at the end of the year. Each day of sick leave shall be paid at eight (8) hours at the employee's straight time hourly rate of pay. Sick leave shall not be counted as time worked for purposes of overtime.

## **ARTICLE 24**

### **JURY DUTY**

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee shall notify his/her supervisor and provide copies of the jury summons to the payroll department. An employee summoned for jury duty will be excused to serve, and for up to fifteen (15) work days shall be paid at their regular rate of pay for such service. Upon returning to work from jury duty, employees must present documentation of those days served.

## **ARTICLE 25**

### **BEREAVEMENT LEAVE**

An employee absent from work because of a death in the employee's immediate family shall be entitled to receive payment for up to three (3) consecutive work days. The immediate family is defined as the spouse, parents, children, brother, sister, grandchildren, mother-in-law, father-in law, grandparents, step parents, and step children. An employee may be required to furnish proof of relationship to the deceased.

If an employee has a death in the immediate family as defined above that is more than three hundred (300) miles from Cincinnati the shall be entitled to receive payment for up to five (5) consecutive work days.



## ARTICLE 26

### HEALTH BENEFITS

**26.1** All full time employees shall be entitled to the following health insurance options and contributions:

The Company agrees to maintain medical, dental, vision and life benefits for all full-time regular employees covered by this agreement. Upon completion of ninety (90) consecutive days of full-time employment and in accordance with plan specifications, full-time employees will be eligible to participate in the Company provided benefits as described in this article.

The parties agree that at any time during the terms of this Agreement the Company has the sole right to modify, amend, add to, and make any other changes to the health insurance coverage provided to the employees, provided that such changes are determined by the Company in its discretion to either; (1) enable Employer to provide quality affordable health insurance coverage to employees on a more cost effective basis to both the Company and employees; (2) be required in order to ensure compliance with U.S. Patient Protection and Affordable Care Act (PPACA) (and comply with whatever new health care law may be passed) and/or (3) will enable the employer to avoid payment of the excise tax.

The Company will offer medical coverage, including a high deductible/affordable health plan at coverage

levels, rates and through carriers it provides to all other employees at the location. The plan designs and costs will meet and/or exceed the requirements of the PPACA. The employee cost of those benefits will be payroll deducted on a pre-tax basis and reviewed annually.

## 2017 Monthly Medical Plan Premiums

### BCBSIL HSA Basic Plan

Employer	Employee		Total	Employee	Transdev
	Cost	Cost	Cost	Cost Share	Cost Share
Employee Only	\$455.72	\$22.79	\$432.93	95%	5.0%
Employee + Sp	\$911.46	\$154.94	\$756.52	83.0%	17.0%
Employee + Child(ren)	\$836.22	\$75.26	\$760.96	91.0%	9.0%
Family	\$1,351.38	\$229.73	\$1,121.65	83.0%	17.0%

### BCBSIL HSA Select Plan

	Total	Employee	Transdev	Employer	Employee
	Cost	Cost	Cost	Cost Share	Cost Share
Employee Only	\$546.24	\$98.32	\$447.92	82.0%	18.0%
Employee + Sp	\$1,092.48	\$305.89	\$786.59	72.0%	28.0%
Employee + Child(ren)	\$1,002.32	\$240.56	\$761.76	76.0%	24.0%
Family	\$1,619.80	\$485.94	\$1,133.86	70.0%	30.0%

### BCBSIL HCA U325 Plan

	Total	Employee	Transdev	Employer	Employee
	Cost	Cost	Cost	Cost Share	Cost Share
Employee Only	\$616.92	\$148.06	\$468.86	76.0%	24.0%
Employee + Sp	\$1,233.86	\$431.86	\$802.00	65.0%	35.0%
Employee + Child(ren)	\$1,132.04	\$316.98	\$815.06	72.0%	28.0%
Family	\$1,829.42	\$640.29	\$1,189.13	65.0%	35.0%

- 26.2** The Company shall provide group life insurance for each full-time employee in the amount of thirty (30) thousand dollars.
- 26.3** The Company will offer group dental insurance for each full-time employee. The Company and Employee will share in the cost of this coverage at 50 percent.
- 26.4** The Company will offer group vision insurance for each full-time employee. The cost for this coverage will be paid 100 percent by the employee.
- 26.5** An employee can opt out of the Company provided health insurance if the employee can show proof of other coverage. An employee who opts out of single coverage shall receive \$150 per month and an employee opting out of family coverage shall receive \$350 per month.

## **ARTICLE 27**

### **RETIREMENT PLAN**

The Company agrees to allow participation of all full-time and part-time employees into the Company sponsored, collectively bargained 401(k) savings plan. The initial entry date shall be the first day of the quarter following ninety (90) days of employment. The Company shall match funds at a rate of 50% for every dollar contributed by the participant, up to a maximum of 6% of eligible compensation (3% maximum Company contribution). The 401(k) vesting for Company Contributions will be based on a five (5) year graded vesting schedule-20% after each year in which an employee works over 1,000 hours in a calendar year (1) year

20% Vested/ 2 Years 40% Vested/ 3 Years 60% Vested/ 4 years 80% Vested/ 5 years 100% Vested).

**ARTICLE 28**

**WAGES**

**28.1** All Operators covered by this Agreement shall receive the following wage rates during the term of the Agreement:

Effective September 1, 2021 the Operators rate are:

TRAINING \$16.00

0 - 12 months .....	\$18.07
13 - 24 months .....	\$19.66
25 - 36 months .....	\$21.26
37 - 48 months .....	\$22.85
49 - 60 months .....	\$25.24
61+ months .....	\$26.57

Effective September 1, 2021, the Vehicle, Wayside, Facility employees rates are:

First 12 Months.....	\$24.60
Second 12 Months .....	\$25.63
Top Rate.....	\$27.99

Effective September 1, 2021, the Assistant Maintainer rates are

First 12 Months.....	\$15.38
Second 12 Months .....	\$16.40
Top Rate.....	\$17.91

## **28.2 One-Time Bonus**

One-time bonus in the amount of Seven Hundred Fifty Dollars (\$750) to be paid by the last payroll in March 2021.

## **ARTICLE 29**

### **SUCCESSORS and ASSIGNEES**

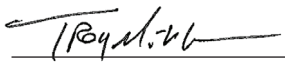
This Agreement shall be binding upon the successors and assignees of the parties and no provision, term or obligation contained in the Agreement shall be affected, modified or changed in any respect by the consolidation, merger, sale, transfer or assignment of either party.

## **ARTICLE 30**

### **TERM OF AGREEMENT**

This Agreement when signed by the Company and the Union shall become effective June 1, 2020 and shall remain in effect until August 31, 2022 or upon termination of the Operating Agreement with the City of Cincinnati. Either party desiring to change the Agreement must notify the other party in writing at least ninety (90) days prior to the expiration date. If notice is not given within ninety (90) days of the expiration date, the Agreement will automatically extend for another year.

  
\_\_\_\_\_  
For The Company

  
\_\_\_\_\_  
For the Union



CINCINNATI STREETCAR.

July 12, 2017  
 Mr. Troy Miller  
 President/Business Agent  
 Amalgamated Transit Union local 627  
 1385 Tennessee Avenue  
 Cincinnati, Ohio 45229-1085

Mr. Miller,

Pursuant to our discussions during contract negotiations in regards to Article 21 the following maintenance employees are grandfathered and entitled to their two (2) weeks' vacation as proposed in their corporate offer letters for the year 2017 and 2018 regardless of seniority date. Said employees shall not receive more than two weeks' vacation until they reach their fifth anniversary as per the agreement. Employees will revert to the contractual vacation compensation upon completion of two years of service. This exception is granted to the below maintenance employees solely and shall not apply to any other employee.

<b>Maintenance Combined</b>	<b>Start Date</b>	<b>Roster Date</b>
Victor Velarde	2/1/2016	2/1/2016
Robert Lawson	8/8/2016	8/8/2016
Destiny Meatchum	8/9/2016	8/9/2016
Michael Seminatore	4/11/2017	4/13/2017
Joseph Albach	5/1/2017	5/1/2017
Michael Woodall	5/2/2016	6/11/2017

Sincerely,

Luke McCaul  
 General Manager-Cincinnati Streetcar  
 Transdev North America

I concur,

Troy Miller  
 President/Business Agent  
 ATU Local 627



CINCINNATI STREETCAR.

Side Letter #2

July 31, 2017

Mr. Troy Miller President/Business Agent

Amalgamated Transit Union Local 627

1385 Tennessee Avenue

Cincinnati, Ohio 45229-1085

Mr Miller,

Transdev will keep on file a copy of all side letters pursuant to the agreement.

At the time of this letter there are three (3) side letters including this letter

Side Letter #1 7/12/2017 Maintenance Vacations

Side Letter #2 7/31/2017 Side Letter Memorandum (this

letter) Side Letter #3 7/31/2017 Article 27 Typographical

Error Correction

Sincerely,

Luke McCaul

General Manger-Cincinnati Streetcar

Transdev North America

I concur,

Troy Miller

President/Business Agent

ATU Local 627



CINCINNATI STREETCAR.

Side Letter# 3

July 31, 2017

Mr. Troy Miller President/Business Agent

Amalgamated Transit Union Local 627

1385 Tennessee Avenue

Cincinnati, Ohio 45229-1085

Mr Miller,

Transdev would like to correct the language in the last sentence of Article 27 “Retirement Plans”, page 19 from

“4 years 80% vested/ % years 100% vested)”

To

“4 years 80% vested/ 5 years 100% vested)”

Sincerely,

I concur,

Luke McCaul

Troy Miller

General Manger-Cincinnati Streetcar  
Transdev North America

President/Business Agent  
ATU Local 627





SIDE LETTER #4

November 8, 2017

Mr. Troy Miller President/Business Agent  
Amalgamated Transit Union Local 627  
1385 Tennessee Avenue  
Cincinnati, Ohio 45229-1085

Mr. Miller,

Pursuant to the discussions with Mr. McCall regarding streetcar operator picks, the following guidelines are mutually agreed upon and shall be followed:

The CBA under Section 20.3 doesn't list when the job picks are done but instead it mentions 4 operator picks a year. To clarify this for future picks, We have mutually come up with this side agreement that list all the dates for the length of this contract.

Starting in 2018 - The first Monday of January, April, July, and October, the pick will be hung. After the pick has hung for a week, on the second Monday of those months, the pick or operator bidding will take place. If a holiday occurs on those Monday's, then the bid or pick will begin on Tuesday that week. The pick will go in affect the Sunday after the employees are done picking.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Leslie Shaw'.

Leslie Shaw  
General Manger-Cincinnati Streetcar  
Transdev North America

I concur,

A handwritten signature in cursive script, appearing to read 'Troy Miller'.

Troy Miller  
President/Business Agent  
ATU Local 627



SIDE LETTER #5

November 3, 2017 Mr. Troy Miller  
President/Business Agent  
Amalgamated Transit Union Local 627  
1385 Tennessee Avenue  
Cincinnati, Ohio 45229-1085

Mr. Miller,

Pursuant to the discussions with Mr. McCall regarding streetcar operators providing training, the following guidelines are mutually agreed upon and shall be followed:

- Each trainer providing instruction to a student in train operation will receive \$1.50/hour.
- The (3) three top senior operator's currently in service will be afforded the training rate:
  - o A. Chawan
  - o G. Stacy
  - o F. Chisman
- Note: A. Irvin is actually #3 but marked off medical.
- The issue of Trainer liability. We agree that Trainer will be held harmless in the event of an incident when the Trainee is operating the street car (I understand the language is not perfect but simple and to the point).
- Finally, We agree to work on future permanent Trainer positions for your review that will afford us more flexibility in the Training process, a specific fixed amount of money for each trainer selected, and the specific language about trainer liability.

Respectfully,

A handwritten signature in black ink, appearing to read 'Leslie Shaw'.

Leslie Shaw  
General Manger-Cincinnati Streetcar  
Transdev North America

I concur,

A handwritten signature in black ink, appearing to read 'Troy Miller'.

Troy Miller  
President/Business Agent  
ATU Local 627



SIDE LETTER #6

February 20, 2018

Mr. Troy Miller President/Business Agent

Amalgamated Transit Union Local 627

1385 Tennessee Avenue

Cincinnati, Ohio 45229-1085

Mr. Miller,

Pursuant to the discussions with Mr. McCall and myself regarding streetcar operators, and maintenance technicians' vacations, the following guidelines are mutually agreed upon and shall be followed:

### **Vacation Days**

*All employees shall restart their vacation on January 1 of each year. If an employee resigns or gets terminated for just cause and has used all of their vacation prior to their seniority date at the point they resign or are terminated, they will have to repay it back in their last check. Under this system, employees must use all their vacation by December 31 of each year.*

All employees eligible for vacation may take their vacation beginning January 1.

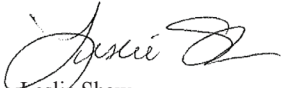
- Employees may take their vacation as individual days paid at eight (8) hours per day. Individual vacation days must be requested with 48 hours prior to the actual day to be used as vacation. No more than two (2) employees may be off on vacation per calendar day to protect the Service.
- If it two (2) employees turn a request in 45 days before the day selected day off the senior person will get it first. This will be done the same way if two (2)

- employees turn the request in less than 45 days.
- A vacation selection calendar will be posted for employees beginning January 1. Vacation selections will begin with the most senior eligible employee in the unit until all personnel have had an opportunity to pick vacation. Once the vacation selection calendar is posted, employees will have seven (7) calendar days to make selections. (Note, for the 2018 calendar year, the pick will commence on April 2, 2018 and conclude by April 9, 2018). If an employee picks a full week of vacation during vacation pick time they will have priority over an employee picking individual days.
  - Priority of Vacation
    1. Employees picking full weeks will be entitled to the vacation week 1st
    2. Employees picking individual days 45 days in advance will be entitled 2nd
    3. Employees picking individual days less than 45 will be last.
  - There will be no vacation carry over into the next calendar year.
  - Any bargaining unit employee who elects not to take their vacation may request payout for any unused portion by November 30 of the current calendar year. Any unused vacation time will be paid in the final pay period in the calendar year.
  - Any employee earning additional vacation days in the latter part of the calendar year may request to use that vacation time prior to their eligibility.
  - Employees paid vacation prior to their eligibility, resigning or being terminated, will be compelled to

reimburse Transdev for vacation paid.

This agreement is a trial will run concurrent with the collective bargaining agreement and will end May 31, 2020 unless both sides agree to continue it.

Respectfully,



Leslie Shaw  
General Manger-Cincinnati Streetcar  
Transdev North America

I concur,



Troy Miller  
President/Business Agent  
ATU Local 627





