



01-11-17  
16-MED-02-0134  
0045-01  
K35117

**AGREEMENT**

**Between**

**ALLEN COUNTY REGIONAL TRANSIT AUTHORITY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES OHIO COUNCIL 8 AND  
LOCAL 1770-D  
AFL-CIO**

**2016-MED-02-0134**

**Effective**

**July 8, 2016 through December 31, 2018**

## TABLE OF CONTENTS

	Page
Preamble .....	1
Article 1 Pledge Against Discrimination .....	1
Article 2 Union Recognition .....	1
Article 3 Dues Deduction / Fair Share Fees.....	2
Article 4 Union Representation.....	3
Article 5 Employment Information.....	5
Article 6 Employee Physicals .....	5
Article 7 Employee Personnel Files.....	5
Article 8 Management Rights .....	6
Article 9 Performance of Bargaining Unit Work.....	7
Article 10 Subcontracting .....	8
Article 11 Job Descriptions.....	8
Article 12 Seniority .....	8
Article 13 Grievance Procedure.....	9
Article 14 Disciplinary Procedure.....	11
Article 15 Driver Shift Pick / Run Picks Procedures .....	13
Article 16 Hours of Work .....	14
Article 17 Work Rules .....	14
Article 18 Labor Management Meetings .....	15
Article 19 Overtime .....	15
Article 20 Holidays .....	16
Article 21 Call-In Pay .....	17
Article 22 Working Above or Below Classification.....	17
Article 23 Layoff Procedure .....	17
Article 24 Calamity Days.....	18
Article 25 Hand Tool Reimbursement.....	18
Article 26 Funeral Leave.....	19
Article 27 Leave Without Pay.....	19
Article 28 Probationary Periods.....	19
Article 29 Insurance .....	20
Article 30 AFSCME Care Plan.....	20
Article 31 Wage Rates .....	20
Article 32 Paid Time Off .....	21
Article 33 People Check Off.....	22
Article 34 Savings Clause .....	22
Article 35 Successor Clause.....	23
Article 36 No Strike No Lockout.....	23
Article 37 Complete Agreement .....	24
Article 38 Medical Examinations .....	24
Article 39 Duration of Agreement .....	25
Signature Page .....	26

## **PREAMBLE**

This Agreement, entered into by the Lima Allen County Regional Transit Authority, Allen County, Ohio, hereinafter referred to as the “Authority” or “Employer,” and Local 1170-D, American Federation of State, County and Municipal Employees, AFL-CIO, and Ohio Council 8, AFSCME, hereinafter referred to as the “Union,” has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.

## **ARTICLE 1** **PLEDGE AGAINST DISCRIMINATION**

**Section 1.1.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, job classification, military status, genetic information, religion, political opinions or affiliation.

**Section 1.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Section 1.3.** The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this Agreement have been resolved.

## **ARTICLE 2** **UNION RECOGNITION**

**Section 2.1.** The Allen County Regional Transit Authority (ACRTA) recognizes AFSCME as the sole and exclusive bargaining agent for all permanent full-time and all permanent part-time employees of the Employer, as hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

Except as hereinafter limited, the terms “employee” or “employees” as used herein shall apply to persons who are employed in the following classifications, as defined by the State Employment Relations Board (SERB) in case number 2014-REP-03-0044:

All full-time and part-time Bus Drivers/Para-transit Operators, Bus Fuelers/Hoppers, Bus Washers, Maintenance Technicians, and Mechanics.

**Section 2.2.** Except as hereinafter limited, the terms “employee” or “employees” as used herein shall exclude all other employees of the Allen County Regional Authority. Excluded employees include:

All confidential employees, managerial level employees, and supervisors as defined in the Ohio Public Employees Collective Bargaining Act; all seasonal and casual employees as defined by the Employer, including: Administrative Assistant, Dispatcher, Executive Director, Financial Director, Maintenance Director, Marketing Liaison, Mobility and Operations Director, Operations Supervisor, and Street Supervisor.

**Section 2.3.** If the Employer changes the title of or reclassifies a bargaining unit job, or creates a new job classification which the Union believes should be in the bargaining unit, the Employer, upon request of the Union, shall discuss with the Union whether or not the job shall be included in the bargaining unit. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union, provided that if it involves a change in classification, the parties agree to jointly petition the State Employment Relations Board (SERB) first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree on inclusion or exclusion of the job, the position shall be subject to petition before SERB pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

### **ARTICLE 3**

#### **DUES DEDUCTION / FAIR SHARE FEES**

**Section 3.1.** The Employer shall deduct Union membership dues in Local 1770-D, Ohio Council 8, AFSCME, once each month from the pay of any employee who has signed an authorized card for such deductions. *Unlike Fair Share employees this says dues are only withheld voluntarily. Intentional? Yes, if bargaining unit members don't want to join the union, they aren't required to. They are instead Fair Share fee payers.* The signed payroll deduction forms must be presented to the Employer by the employee or an officer of the Local Union. The Union shall inform the Employer of the amounts to be deducted under this Article. All sums deducted shall be forwarded to the Local Union Officers, as designated by the Union, within twenty (20) days after the deductions are made.

Upon receipt of the proper authorization, the Employer will deduct Union dues during the next authorized dues deduction period and each month thereafter until such authorization is revoked by a signed statement, signed and presented by the employee.

1. The Employer agrees to remit to the Secretary-Treasurer of the local union or the Comptroller, AFSCME Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085, of the Union dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein before the fifteenth (15<sup>th</sup>) day of that month.
2. Two (2) lists will accompany each remittance of check off monies:
  - (a) An alphabetical list of the name, social security number and current address of employees for whom a deduction was made and the amount of the deduction.

- (b) An alphabetical list of the name, social security number (*last four digits only*) and current address of employees who were dropped from the previous check off list and the reason each was dropped.

**Section 3.2.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of a deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll deduction of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 3.3.** Fair Share Fee.

1. All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.
2. The fair share amount shall be certified to the Employer by the Treasurer of the Local Union.
3. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.
4. Payment to the Union of fair share fees shall be made in accordance with the regular dues deducted as provided herein.
5. The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation and administration of the fair share provisions.

**Section 3.4.** The Employer and the Union agree that membership in the Union shall not be compulsory. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees with respect to becoming or remaining members of the Union. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting in an official capacity on behalf of the Union.

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 4.1.** International Union or AFSCME Council 8 representatives will be recognized by the Employer as Union representatives and shall, with due advance notice and Employer approval based upon operation necessity, be permitted access to the Employer's premises.

**Section 4.2. Stewards.**

1. The Union must submit in writing the names of stewards to the Employer or his designated representative. Changes in stewards will be treated in the same manner. No steward shall be permitted to function as such until the Employer has been presented with written notice of the steward by the Local Union.
2. The Union shall provide to the Employer or his designated representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:
  - (a) Name
  - (b) Address
  - (c) Home telephone number
  - (d) Immediate supervisor
  - (e) Union office held

**Section 4.3.** The Employer shall recognize one (1) Union Representative per shift for the Operations Department and one (1) for the Maintenance Department. That Union Representative may be either a Local Union Officer or steward.

**Section 4.4. Union Business.**

1. The Employer agrees that during down time, and subject to operational needs, Union stewards, the Local president, and representatives shall be allowed to:
  - a. Attend negotiating meetings with management.
  - b. Consult with the Employer or his representatives concerning the enforcement of any provision of this Agreement.
  - c. Investigate and process grievances.
2. Rules governing activity by Union representatives during their scheduled work hours are as follows:
  - a. Each Union representative must obtain, in advance, authorization of his immediate supervisor before beginning Union activities. Release time may be denied based on operational needs.
  - b. Each Union representative shall identify the reason for the request at the time Union activity is requested. Such activity shall not generate overtime.

- c. Union representative shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- d. Every Union representative shall cease their Union activities immediately upon the reasonable order of the supervisor of the area in which the Union activity is being conducted or upon the reasonable order of that Union representative's immediate supervisor.
- e. No Union representative shall be permitted time off the job for unauthorized Union activities.
- f. Use of the above privileges shall be limited to reasonable frequency and duration, and will not be unreasonably denied.
- g. The Employer shall provide bulletin boards, approximately two (2) feet by three (3) feet, for the Union in each department. The Union shall post meeting notices, bulletins, legislative reports, committee reports and other pertinent information relative to authorized Union activities on such boards. Nothing of an inflammatory, defamatory, critical, politically partisan, controversial materials, or derogatory nature shall be posted on such bulletin boards.

**ARTICLE 5**  
**EMPLOYMENT INFORMATION**

**Section 5.1.** Each month, if there is a change, the Employer will provide to the Union President a copy of a personnel action status sheet, showing name, job classification, department and indicating the date of action of bargaining unit employees who were hired, promoted permanently or temporarily transferred, suspended, terminated, or resigned.

**ARTICLE 6**  
**EMPLOYEE PHYSICALS**

**Section 6.1.** The Employer shall pay for DOT/CDL physicals once every two (2) years, provided employees go to St. Rita's/Occupational Health.

**ARTICLE 7**  
**EMPLOYEE PERSONNEL FILES**

**Section 7.1.** Each employee, with his Union steward if he so desires, may inspect his personnel file maintained by the Employer with prior approval of the Employer and subject to operational necessity. An employee shall receive a copy of any discipline placed in his personnel file.

**Section 7.2.** Materials placed in the employee's file must be identified and dated in such a manner that the author and the person placing the material in the file are known. The signing of

any materials to be placed into an employee's personnel record, will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he has seen it. This section shall not apply to records of verbal counseling.

**Section 7.3.** Disciplinary actions may be utilized for the purposes of progressive discipline for up to twenty-four (24) months. With the exception of safety related infractions, after twenty-four (24) months, such discipline will no longer be used for progressive disciplinary purposes provided no similar misconduct has occurred during the twenty-four (24) month period. The records shall be maintained as part of his employee records, however disciplinary actions that are no longer utilized for progressive disciplinary purposes may be placed in an inactive disciplinary file at the back of the employee's personnel file. This time frame will be extended for periods when the employee is in a non-work status for greater than fifteen (15) consecutive workdays.

Twelve (12) months after receiving a discipline, an employee may request that his discipline be no longer considered for progressive disciplinary purposes and subject to the inactive status referenced in this section, subject to review and approval by management who shall consider the employee's total work record. Management's decision is not subject to the grievance procedure.

**Section 7.4.** The Employer reserves the right to charge for reasonable copying fees and postage, if applicable.

## **ARTICLE 8** **MANAGEMENT RIGHTS**

**Section 8.1.** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. Hire, direct, supervise, discharge, transfer, promote, suspend and discipline employees
2. Determine the number of persons required to be employed, laid off or discharged
3. Determine the qualifications of employees covered by this Agreement
4. Determine the starting and quitting time and the number of hours to be worked by its employees
5. Make any and all rules and regulations
6. Determine the work assignments of its employees
7. Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement
8. Determine the type of equipment used and the sequence of work processes



9. Determine the making of technological alterations by revising either process or equipment or both
10. Determine work standards and the quality and quantity of work to be produced
11. Select and locate buildings and other facilities
12. Establish, expand, transfer, and/or consolidate work processes and facilities
13. Transfer or subcontract work
14. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work
15. Terminate or eliminate all or any part of its work or facilities

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## **ARTICLE 9**

### **PERFORMANCE OF BARGAINING UNIT WORK**

**Section 9.1.** Work customarily performed by employees in the bargaining Union shall not be performed or transferred to other personnel, except under the following conditions:

1. In the event of an emergency;
2. Where qualified bargaining unit employees are not available after all overtime and call-in procedures have been utilized and exhausted; provided that a supervisor may operate a vehicle for up to three (3) hours while attempting to get a bargaining unit employee to perform the work;
3. Where other personnel are used to instruct or demonstrate proper methods or procedures of performing work operations; or
4. Where other personnel are used to inspect faulty equipment to determine the cause and method of correction.

**ARTICLE 10**  
**SUBCONTRACTING**

**Section 10.1.** The Employer can subcontract work provided such subcontracting does not directly result in the layoff of bargaining unit employees.

When management is considering subcontracting, the parties shall meet in advance for the Union's input prior to the decision to subcontract is made.

**ARTICLE 11**  
**JOB DESCRIPTIONS**

**Section 11.1.** All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with his job description. However, employees may be asked to perform duties outside of their job descriptions.

Updates of existing job descriptions shall be discussed through the Labor-Management meeting process. Job duties will ultimately be determined by the Employer.

**ARTICLE 12**  
**SENIORITY**

**Section 12.1.** Seniority shall be an employee's uninterrupted length of service with the Employer. The seniority dates for those employees hired prior to the creation of the bargaining unit will be established by using their date of hire with the Allen County Regional Transit Authority. It is understood that only full-time employees shall have bidding rights.

**Section 12.2. Departmental Seniority.** Seniority, as described in this section, applies to Article 15, Driver Shift Pick; Run Picks Procedures.

Departmental seniority begins the day an employee is awarded the job within the department. Departmental seniority shall be measured in calendar days of employment. A break in service shall occur upon promotion/lateral transfer/demotion to another department. An employee who returns to his former position will not constitute a break in service, provided he returns within thirty (30) days.

**Section 12.3.** In the event that any bargaining unit employee is promoted into a management position he/she shall serve a six (6) month probationary period. During this probationary period, his Union position may be temporarily filled with an acting position at acting position pay. If within six (6) months (or sooner) the employee chooses to return to his original position, he will do so with a loss of seniority for the period of time he is out of the Union. If the probationary period of the employee is extended beyond six (6) months, the promoted employee's only option in returning to a bargaining unit position would be at the lowest available position within the bargaining unit and the employee would retain none of his previous bargaining unit seniority. Job bids would be noted to explain "acting" positions and "bump back" rights of the employees.

The employee temporarily appointed referenced in this section above may be returned to the position held prior to the temporary appointment without the ability to appeal to arbitration.

**Section 12.4.** Starting dates of all new hires shall be reviewed promptly and seniority ties resolved by the date the Employer signs the approval to hire. In the event a tie still remains, the tie shall be broken by the last three (3) digits of the employees' social security numbers. The lower number shall be deemed first. In the event a tie still remains, the employees in question, along with a Union representative and a management representative, shall arrange a coin toss to break the tie.

**Section 12.5.** Upon request, the Employer shall provide the Union with a copy of a current seniority list to the Chapter president. The Union may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall be made up by classification and shall contain in order of seniority the names and dates of hire of each employee.

**Section 12.6.** Seniority shall be broken when an employee:

1. Quits or resigns;
2. Is properly terminated;
3. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown in the Employer's records) unless a satisfactory excuse is shown.

### **ARTICLE 13** **GRIEVANCE PROCEDURE**

**Section 13.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement. Any grievance shall be reduced to writing. The Employer and the Union may meet at a time and place mutually agreed upon after the request by either party for such a meeting.

**Section 13.2.** The following Grievance Procedure shall be followed in resolving disputes:

**Informal Step:** Employees are encouraged to discuss and attempt to resolve any alleged grievance with their immediate Supervisor prior to submitting a written grievance to Step 1.

**Step 1:** In order for the alleged grievance to receive consideration under this procedure, the grievant, with the local AFSCME representative if the former desires, must present the written grievance to the employee's

immediate Supervisor within five (5) work days of the occurrence of the incident or knowledge of the occurrence that gave rise to the grievance, not to exceed ten (10) calendar days. The Supervisor shall investigate and respond in writing to the grievance within ten (10) workdays following receipt of the grievance. Nothing herein shall prevent the grievant from verbally discussing the complaint with the immediate Supervisor prior to filing a formal grievance. However, such discussion must take place within the stipulated time limits above.

Step 2: If the grievance is not resolved at Step 1, the employee shall have five (5) workdays following the immediate Supervisor's written response to present the grievance to the Executive Director. The grievant, and the local AFSCME representative, if the former desires, will schedule a meeting with the Executive Director within ten (10) business days after presenting the grievance to the Executive Director. Management shall respond to the grievance in writing within fifteen (15) business days of the meeting.

Step 3: If the parties cannot agree, the issue may then be referred by the Union to arbitration as provided for in this Section. Demand for arbitration shall be made within ten (10) calendar days from the date of the Step Two grievance meeting unless the parties mutually agree to extend said timeline.

**Section 13.3.** Arbitration shall be by an arbitrator from the Federal Mediation and Conciliation Service (FMCS), and his decision shall be final and binding upon both parties. The Union shall request a panel of seven (7) arbitrators domiciled in Ohio who are also certified by the National Academy of Arbitrators ("NAA") within Ohio. The party requesting arbitration shall have the first strike, and the parties shall then alternate striking arbitrator names until one (1) is chosen. The Union and the Employer will each be responsible for one-half (1/2) of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

**Section 13.4.** Any grievance, controversy, or dispute of claim not submitted according to the foregoing procedure shall be foreclosed for all contractual purposes. Once the Union has requested to arbitrate a grievance the Union shall actively pursue selection of the arbitrator and scheduling of the arbitration hearing. If the Union fails for any sixty (60) consecutive calendar day period to make any attempt to select the arbitrator or schedule the arbitration hearing after arbitration has been requested, the grievance shall be resolved based on the Employer's last answer and shall no longer be subject to arbitration.

**Section 13.5.** Nothing contained herein shall preclude the earlier settlement of any grievance directly by agreement between the representative of the Employer and the Union.

**Section 13.6.** Time limits set in this article shall not include Saturdays, Sundays, or paid holidays. Time limits may be extended by mutual agreement between the Union and the Employer. Any request for extension shall not be unreasonably withheld or denied.

**Section 13.7.** The arbitrator shall have no authority (a) to amend, modify, change, add to, subtract from, or ignore any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure; or (b) to base any decision on any practice or custom which is inconsistent with any provision of this Agreement. The Employer, at its option, may decline to arbitrate where any grievance, or its defense, is based in whole or in part on law external to the Collective Bargaining Agreement. In such case the Union may pursue its remedies at law, and the Employer will not assert an argument of “failure to arbitrate” as “failure to exhaust” in an action at law. The arbitrator shall be without authority to order a remedy for any employee whose name is not clearly listed on the face of the grievance as a “grievant.”

**Section 13.8.** Upon mutual agreement, the parties may utilize the mediation process of the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) to mediate the dispute prior to submitting to arbitration.

## **ARTICLE 14** **DISCIPLINARY PROCEDURE**

**Section 14.1.** No employee who has completed his probationary period will be discharged or disciplined except for just cause.

Except for violations of a serious nature, and accidents, disciplinary action shall be issued as follows:

- Step 1:           Written Warning
- Step 2:           Written Warning: one (1) day suspension;
- Step 3:           Written Warning: three (3) day suspension
- Step 4:           Written Warning: five (5) day suspension
- Step 5:           Termination

Discipline for accidents shall be administered as follows:

- Class A —      no penalty
- Class B —      no penalty
- Class C —      no penalty

Class D —	1 <sup>st</sup> offense	Documented written warning
	2 <sup>nd</sup> offense	One (1) day suspension, retrain, and defensive driving school required
	3 <sup>rd</sup> offense	Three (3) day suspension
	4 <sup>th</sup> offense	Discharge from employment with ACRTA
Class D1 —	1 <sup>st</sup> offense	Documented verbal warning
	2 <sup>nd</sup> offense	Written warning, retrain, and defensive driving school required
	3 <sup>rd</sup> offense	One (1) day suspension
	4 <sup>th</sup> offense	Three (3) day suspension
	5 <sup>th</sup> offense	Discharge from employment with ACRTA
Class E —	1 <sup>st</sup> offense	One (1) day suspension, retrain, and defensive driving school required
	2 <sup>nd</sup> offense	Three (3) day suspension
	3 <sup>rd</sup> offense	Discharge from employment with ACRTA
Class F	1 <sup>st</sup> offense	Five (5) day suspension, retrain, and defensive driving school required
	2 <sup>nd</sup> offense	Discharge from employment with ACRTA

Class D, E, and F accidents are all preventable accidents. Any three (3) preventable accidents in a two (2) year period may bring about immediate termination of employment with the ACRTA.

Any class E or F accident which involves personal injury or more than \$2,500 in property damage may be just cause for immediate termination of employment with the ACRTA.

These codes are to be used as a guide. The discipline level imposed for any accident may be modified. Factors to be considered will include, but may not be limited to, the nature of the accident or accidents, employee's accident and work record, prior training and/or retraining, and previous disciplinary action.

**Section 14.2.** Supervisors may counsel an employee prior to formal disciplinary process but such counseling shall be issued in private and documented.

**Section 14.3.** No employee shall be terminated or suspended without pay without first being given the opportunity to respond to the charges through a predisciplinary meeting with the manager and a Union Representative, if the employee so desires such representation. If an employee desires not to be represented, an available Union Representative may be allowed to be present in the room as a non-participant in the meeting.

**Section 14.4.** Written warnings may be appealed through the grievance procedure up to the Executive Director's level. Suspensions without pay and terminations may be appealed through the grievance procedure up to an including binding arbitration. The parties agree that the

grievance procedure shall be the exclusive appeal procedure available to bargaining unit employees.

**Section 14.5.** The Employer shall not impose discipline for any offense unless such discipline is imposed within ten (10) business days following the time the Employer becomes aware of the alleged offense and completes any necessary investigation.

**Section 14.6.** Written warnings shall remain in an employee's file and be relied on for future disciplinary actions in accordance with Article 7 (Personnel Files).

**Section 14.7. Use of Last Chance Agreements.** Last Chance Agreements are not considered a form of discipline but a non-precedent setting agreement between the parties whereby the employee retains his employment for his agreement to commit no further work infractions.

Last Chance Agreements shall not amend the Collective Bargaining Agreement and shall supersede any conflicting language in the Collective Bargaining Agreement with regard to the employee subject to the Last Chance Agreement only. The use of Last Chance Agreements shall not require the vote of membership nor ratification by the legislative body.

Whenever the Employer determines an employee's conduct may warrant discharge, the Employer may agree to use a Last Chance Agreement. An employee may be represented by an available Union Representative. The Union may be permitted to review Last Chance Agreements.

## **ARTICLE 15**

### **DRIVER SHIFT PICK/RUN PICKS PROCEDURES**

**Section 15.1.** Three (3) times per year (January – December) on the first Monday of January, June, September (DD School year) or at other time as determined by the Employer after consultation with the Union, the Employer shall put all full-time (thirty (30) hours or more) bus routes up for bid for full-time employees effective with the agreement of the Union contract.

**Section 15.2.** Partial picks will be used to cover vacancies between established picks if the vacancy occurs forty-five (45) days or more before the next scheduled pick unless mutually agreed upon by the Union. Vacancies occurring less than forty-five (45) days before the next scheduled pick will be filled by vacancy fill drivers or the new full-time drivers who did not have full-time status at the time of the pick. The Employer reserves the right to deny an individual "pick" due to previously documented lack of skill and ability to perform the work on a particular route.

**Section 15.3.** Bus route selection shall be implemented on the first Monday of each Run Pick scheduled.

**Section 15.4.** The Run Pick Draft will be available for drivers to view two (2) weeks before the Run Pick start date.

**Section 15.5.** Each Driver in seniority order will have until the end of his shift to officially make their choice, if not the next seniority driver will make his choice and continue down the list.

**Section 15.6.** If a CDL position becomes temporarily vacant, qualified part-time drivers will be assigned to fill this vacant position, if part-time drivers are not available then full-time drivers by seniority order starting with the next most senior driver will be asked.

**Section 15.7.** The Employer reserves the right to deny an individual “pick” due to lack of skill and ability.

## **ARTICLE 16** **HOURS OF WORK**

**Section 16.1.** The regular work week will commence at midnight Sunday and will end 11:59:59 p.m. the following Saturday.

## **ARTICLE 17** **WORK RULES**

**Section 17.1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer’s statutory authority to regulate the personal conduct of employees, and the conduct of the Employer’s operations, services, programs, and business.

**Section 17.2.** It is the Employer’s intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement.

**Section 17.3.** Except in cases of emergency, such work rules, policies and procedures will be provided to a Union designated employee official and posted five (5) calendar days in advance of their effective date.

The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.

**Sections 17.4.** Each employee shall be given a copy of all applicable Employer policies, as adopted or revised. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any employee regardless of whether such rules and procedures have been reduced to writing.

**Section 17.5.** The Union may grieve on the basis that the work rules violate this Agreement. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing



new or changed work rules, policies, procedures, or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least five (5) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that materially affects the wages, hours, or terms or conditions of employment of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 39, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under O.R.C. Chapter 4117, or in any case if the change is necessary due to circumstances outside of the Employer's control, for example requirements of a monetary grant, or a state or federal directive or regulation, the Employer is not required to give the five (5) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

## **ARTICLE 18**

### **LABOR MANAGEMENT MEETINGS**

Labor-Management meetings shall be held upon request of either party to discuss pending problems and/or matters of mutual concern. Such meetings shall be convened when possible no later than ten (10) workdays after the request to meet had been made and shall not interfere with operations or cause overtime. Requests shall be presented in writing.

The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

The Union may have representatives from the affected department present, in addition to the Chapter Chairperson, Chief Steward, and the Union Staff Representative, based upon operational necessity. Additional representatives from the bargaining unit may attend, with approval in advance from the Employer.

Agreements reached through Labor-Management Meetings shall be implemented as quickly as possible by both parties.

The parties recognize that the Labor-Management meeting process is not an extension of any required collective bargaining process.

## **ARTICLE 19**

### **OVERTIME**

**Section 19.1. Rate of Pay.** An employee who works more than forty (40) hours in a workweek shall be paid time and one-half (1½) times their regular hourly rate for any time worked beyond the forty (40) hours. Only actual time worked shall count towards the forty (40) hour overtime threshold.

**Section 19.2.** Distribution. When the need for additional work arises, the Employer shall first offer the work to employees who are immediately available (on-site) for whom it would not result in overtime. When it becomes necessary to call in employees for extra work, the Employer shall call employees who have signed up on monthly availability list. Such list shall be posted each month for overtime opportunities that arise the following month. If more than one (1) employee on the list is available for a given piece of work, the most senior employee shall be selected.

## **ARTICLE 20** **HOLIDAYS**

**Section 20.1.** All full-time employees of the bargaining unit who have completed probation shall be entitled to the following holidays:

New Year's Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

**Section 20.2.** Employees will receive holiday pay equivalent to the number of hours they would have normally worked if they had been scheduled to work, up to eight (8) hours, or if they were not scheduled to work on the holiday, they will receive pay based on the typical number of hours the employee works throughout the year.

**Section 20.3.** Holiday hours will not be considered time worked when computing total hours of pay period.

**Section 20.4.** Employees who call in sick the day before or after a holiday will not receive holiday pay unless a written doctor's excuse is presented to verify the need for the absence. On-call operators who refuse to work the day before or after a holiday when requested to do so will not receive holiday pay, and the refusal will be considered a missed day of work.

**Section 20.5.** Requests for use of PTO either preceding or following a holiday may be granted one (1) time each year per employee, providing such request does not create the need for overtime.

**Section 20.6.** Any bargaining unit employee required to work on a holiday shall be paid at one and one-half (1½) his regular rate of pay in addition to holiday pay.

**Section 20.7.** Part-time employees will be entitled to holiday pay if scheduled hours are twenty-five (25) weekly or more, prorated based upon the weekly average of hours worked for the previous four (4) weeks worked by the individual part time employee for each holiday sought.

**ARTICLE 21**  
**CALL-IN PAY**

**Section 21.1.** Any employee who is called in to work outside of his scheduled workweek, and who reports for work shall receive a minimum of two (2) hours pay at his regular or overtime rate as applicable.

**ARTICLE 22**  
**WORKING ABOVE OR BELOW CLASSIFICATION**

**Section 22.1.** Any employee temporarily requested to work below his classification or pay rate shall receive his regular rate of pay. If working in a higher classification for a complete shift, an employee shall receive the higher rate of pay, only for hours actually worked in that classification.

**ARTICLE 23**  
**LAYOFF PROCEDURE**

**Section 23.1.** When necessary to reduce the force of full-time employees, layoffs shall be in inverse order of classification seniority. Within a classification, part-time employees will be laid off before full-time employees, and full-time probationary employees will be laid off before full-time non-probationary employees.

**Section 23.2.** Layoff Notice / Order of Layoff. The Employer shall give the Union President and employees(s) written notice of their layoff at least seven (7) days before it takes effect.

**Section 23.3.** Recall Procedure

- A. Names of employees laid off shall be placed on a recall list based upon total seniority and classification with a copy of said list to be provided to the Union. No employee shall be hired, promoted, or transferred in any bargaining unit classification by the Employer while full-time employees within the classification are on the recall list. Employees shall remain on the recall list for one (1) year from the effective date of layoff.
- B. Recall notices shall be by a phone call and regular U.S. mail to the phone number/address of record with the Employer. The employee will have ten (10) work days to report to work.
- C. Non-bargaining unit employees cannot bump into the bargaining unit.

**Section 23.4.** Adjusted Seniority. Laid off employees who are reinstated in accordance with these provisions shall retain all previously accumulated seniority, but shall not earn seniority during the time period they were separated.

**Section 23.5.** The provisions of this article specifically supersede the layoff and recall rules and regulations of O.R.C. Sections 124.321-124.327.

## **ARTICLE 24** **CALAMITY DAYS**

**Section 24.1.** If employees are told to not report for work due to a Level 3 Snow Emergency, they shall receive their regular rate of pay for scheduled hours that they would have worked had there been no Level 3 Snow Emergency declared.

**Section 24.2.** During Level 3 Snow Emergencies or other emergencies it shall be up to the sole discretion of the Employer as to whether the employees shall remain for the conclusion of the work day or whether such employees shall be released early. If employees are sent home, they shall receive their regular pay for all hours regularly assigned to work.

**Section 24.3.** If notice of delay is not given by the Employer to the local media by 6:30 a.m. and a driver reports to work at the scheduled starting time and the bus routes are run that day, then the bus driver will be paid from regular starting time, and the time spent in delay status will be paid at regular rate of pay.

**Section 24.4.** Payment for Calamity Days is limited to two (2) days per calendar year per employee.

## **ARTICLE 25** **HAND TOOL REIMBURSEMENT**

**Section 25.1.** RTA purchased tools and equipment are not to be taken from RTA property for personal use. Each full-time non-probationary mechanic will be eligible for reimbursement of up to three hundred dollars (\$300.00) per calendar year toward replacement of approved tools and equipment of their own to be used to perform their duties at the RTA. The mechanic will purchase the tools or equipment and present a receipt to the Employer for reimbursement up to three hundred dollars (\$300.00) per calendar year. Any abuse of RTA's tools and equipment or another employee's tools and equipment will be considered destruction of Employer or personal property and could result in disciplinary action.

**Section 25.2.** When a mechanic terminates his employment with the RTA, the tool reimbursement will be figured at twenty five dollars (\$25.00) per month and any amount previously paid for that calendar year, not yet earned for that calendar year, will have to be repaid or will be deducted from the mechanic's last pay check from the RTA. For example, if a mechanic received the full three hundred dollars (\$300.00) tool allowance in February and left employment at the end of June of that year, he would be required to return one hundred fifty dollars (\$150.00) of the tool allowance to the RTA.

**ARTICLE 26**  
**FUNERAL LEAVE**

**Section 26.1.** An employee shall be granted up to three (3) days funeral leave with pay, one (1) of which shall be the date of the funeral, to arrange for and/or attend the funeral or memorial service of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, spouse, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepdaughter, stepson, grandchild, grandmother, or grandfather.

**Section 26.2.** In the event of the death of the employee's immediate family, the employee upon giving notice, shall have the right to take up to an additional three (3) days PTO to supplement the paid funeral leave.

**Section 26.3.** One day of PTO leave shall be granted to attend the funeral of an employee's aunt, uncle, niece, spouse's grandparent, stepbrother or stepsister if such funeral occurs on a regular workday.

**Section 26.4.** Proof of death shall be required when requesting leave under the article.

**ARTICLE 27**  
**LEAVE WITHOUT PAY**

**Section 27.1.** The Employer may grant a personal leave of absence, due to extenuating circumstances, to full-time and part-time employees who have completed at least six (6) months of continuous employment. A personal leave of absence is defined as a thirty (30) calendar day period, agreed-upon and approved by the Employer. The Employer may also provide a non-FMLA medical leave absence to full-time and part-time employees who have completed at least ninety (90) days of continuous employment. A medical leave of absence is defined as a thirty (30) calendar day period, renewable in thirty (30) calendar-day increments up to three (3) months, appropriately substantiated, and approved by the Employer.

**ARTICLE 28**  
**PROBATIONARY PERIODS**

**Section 28.1.** Probation. Each newly hired regular employee shall serve a probationary period of ninety (90) days. A probationary employee may be suspended or terminated by the Executive Director at any time during the probationary period. The Executive Director shall send a copy of the order suspending or terminating the employee to the Union President. The Union shall not have the right to represent the employee in a disciplinary matter until the employee has completed his original probationary period. However, in contractual matters the Union can represent him after sixty (60) completed calendar days of his original probationary period.

**Section 28.2.** Probation Upon Change in Position. An employee who is awarded a change of position within the bargaining unit shall have a probationary period of sixty (60) actual work days in such position. During the last twenty (20) work days of such period the Executive

Director or designee, may return the employee to his position at his prior rate of pay for a performance reason(s) which is not arbitrary or capricious, and any reassignments or appointments made because of such promotion shall be reversed (and any new hire treated as a probationary termination). The Executive Director or designee, shall give the employee and Union President written notice of his intention to demote the employee from the promotional position during probation, and give the employee (with Union representation) an opportunity to challenge or otherwise explain his position. The Union may file a grievance concerning such demotion.

**Section 28.3.** Whenever there has been a grievance, administrative, or court action filed challenging the validity of any promotion, the probationary period of the incumbent may be extended until such time as all challenges have come to repose. If the selection is invalidated, the incumbent will be probationarily returned to his previous position. Nothing herein prohibits the Employer from removing the employee during the non-extended probationary period as found in Sections 28.1 or 28.2 of this Agreement.

## **ARTICLE 29** **INSURANCE**

**Section 29.1.** Health Insurance. The parties recognize that the Employer does not currently offer Employer sponsored health insurance benefits to employees. In the event the Employer chooses to offer coverage in the future, it will give the Union notice and an opportunity to meet and confer regarding premium sharing prior to implementation.

## **ARTICLE 30** **AFSCME CARE PLAN**

**Section 30.1.** The Employer agrees to provide the AFSCME Care Plan for the life of this agreement as follows:

Hearing Aid Benefit The cost of this plan shall be borne by the Employer, which shall be fifty cents (\$.50) per employee per month for the life of this contract.

## **ARTICLE 31** **WAGE RATES**

**Section 31.1.** Drivers and mechanics who have obtained a Commercial Driver's License (CDL) will be paid a base wage rate of fifteen dollars and zero cents (\$15.00) which represents no percent based increase. Drivers and mechanics without a CDL will be paid a base wage rate of fourteen dollars and zero cents (\$14.00) per hour.

**Section 31.2.** Bus Washer/Fuelers will be paid a base wage rate of thirteen dollars and ninety-eight cents (\$13.98) upon completion of a probationary period, which represents no percent based increase. Probationary Bus Washer/Fuelers will be paid a base wage rate of thirteen dollars and twenty-five cents (\$13.25).

**Section 31.3.** Effective the first full pay period after contract ratification, part-time drivers with required CDL will be paid a base wage rate of fifteen dollars and zero cents (\$15.00) (thirteen dollars and ninety-eight cents (\$13.98) without CDL) which represents no percent based increase and no longevity will be included during part-time status.

**Section 31.4.** Effective the first full pay period following when the monies in the Employer's Operating Grant 5307 are able to be drawn, and following the signing of the successor Agreement resulting from the negotiations of the parties to this Agreement regarding the following SERB case number 16-MED-02-0134, all full-time employees covered by this Agreement will receive a one-time signing bonus of \$200.00 and all non-probationary part-time employees will receive a one-time signing bonus of \$100.00.

**Section 31.5.** In addition to the base wage rates above, full-time bargaining unit employees shall receive longevity payments in the amount of ten cents (\$.10) per hour after the 5<sup>th</sup> year of continuous, full-time service; twenty cents (\$.20) per hour after the 10<sup>th</sup> year; thirty cents (\$.30) after the 15<sup>th</sup> year; forty cents (\$.40) after the 20<sup>th</sup> year; fifty cents (\$.50) cents after 25<sup>th</sup> year.

**ARTICLE 32**  
**PAID TIME OFF**

Full-time employees shall accrue Paid Time Off (PTO) based upon the following schedule:

<u>Years of Service</u>	<u>PTO Time</u>
1 year to 3 years of service	8 days
3 to 5 years of service	13 days
5 or more years of service	18 days

Employees may not use PTO time until after the completion of one (1) year of continuous full-time service with the Employer.

Employees must utilize paid time off in blocks of time based upon the following:

<u>Years of Service</u>	<u>Minimum days of Pre-Scheduled PTO Time Annually</u>
1 year to 3 years of service	5 days
3 to 5 years of service	7 days
5 or more years of service	10 days

Employees must pre-schedule PTO annually in amounts based upon the above chart. In order to be considered for pre-scheduling purposes, any requests to use PTO time must be turned in by December 31 of the year before the PTO is to be used. For example, any pre-scheduled PTO days to be used in 2017 must be requested by December 31, 2016. Operational necessity will be considered first and then classification seniority will determine priority for all pre-scheduling requests turned in by December 31. All PTO time requested after December 31 will be granted

based upon operational necessity and then on a first-come, first-served basis. Employees who do not meet the pre-scheduled requirement date of December 31 may lose the ability to use accrued PTO time for that year.

An employee may carry up to a maximum of thirty (30) days of accumulated but unused PTO. An employee may earn PTO time in excess of the amount carried over, but may only carry forward up to the thirty (30) day maximum at the end of the year. Any time accrued in excess of thirty (30) days will be forfeited at the end of the year.

### **ARTICLE 33** **PEOPLE CHECK OFF**

**Section 33.1.** The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

**Section 33.2.** The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

**Section 33.3.** An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

**Section 33.4.** The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

**Section 33.5.** All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of a deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. The Union shall indemnify save and hold the Employer harmless from any claim, action or proceeding brought by any person or entity arising out of deductions made by the Employer pursuant to this Article.

### **ARTICLE 34** **SAVINGS CLAUSE**

**Section 34.1.** This Agreement is subject to all applicable federal and state laws as set forth in R.C. Section 4117.10. However, it is the parties' intent to supersede and replace any state laws



which address matters of employment also addressed in the Agreement, to the extent permitted by R.C. Chapter 4117. Should any part of this Agreement be rendered or declared invalid by a court of final and competent jurisdiction, said declaration will not affect the validity of the surviving provisions of this Agreement, which shall continue in effect for the duration of the Agreement. Upon written request by either party, the parties shall meet at mutually agreeable times to modify any invalid provisions through good faith negotiations.

### **ARTICLE 35** **SUCCESSOR CLAUSE**

**Section 35.1.** The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers; and all of the terms and obligations herein contained shall not be affected or changed in any respect by consolidation, merger, sale, transfer, or assignment by any Employer or any or all of its property, or affected or changed in any respect by any change in legal status, ownership or management. This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement or any extension thereof, or any transfer of operations from the existing location, or any subcontract of work covered or performed by employees in the existing location.

**Section 35.2.** This provision shall be of no force and effect if invalidated by law or legislative action. This provision shall not apply to any transfer of operations, discontinuance of operations, sale of assets, or similar action by the Employer which is mandated by law, nor will it apply to the discontinuance of part or all of the Employer's operations and the initiation or continuance of such operations or programs by another governmental entity, such as a municipality, school district, or health department.

### **ARTICLE 36** **NO STRIKE NO LOCKOUT**

**Section 36.1.** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, *nor* shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer, during the term of this Agreement.

**Section 36.2.** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operation and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**Section 36.3.** It is recognized by the parties that the Employer is responsible for the engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

**Section 36.4.** Any employee engaging in any such job action found in this Article shall be subject to discipline, including discharge. The Employer shall have the right to suspend or terminate any employee engaging in such a job action, and the disciplined employee shall have no right to appeal or grieve the degree of discipline administered. An employee violating this Article shall have the right to grieve or appeal only the question of participation in said job action.

**Section 36.5.** The Employer agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the facility or any part thereof or curtailing any operations for business reasons shall not be construed as a lockout.

## **ARTICLE 37** **COMPLETE AGREEMENT**

**Section 37.1.** This Agreement comprises the total and entire Agreement pertaining to wages, rate of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein. All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement.

**Section 37.2.** No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Employer and the Union, except for requirements placed upon the Employer, for example through monetary grants, unforeseen at the time of negotiations, or due to a legislative action taken by a higher legislative body after the effective date of this Agreement requiring change to conform to such statute.

## **ARTICLE 38** **MEDICAL EXAMS**

**Section 38.1.** In the event an employee has demonstrated an inability to perform required duties satisfactorily or has missed work due to illness in an excessive manner, or when determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon or, in its discretion, the Employer may require the employee to submit to an examination conducted by a physician who is selected and paid by the Employer. The Employer may place the employee on paid administrative leave of absence or other applicable leave pending the examination. If the employee is determined to be unable to perform the essential functions of his or her job, the employee will be temporarily placed on available leave pending the scheduling of a predisability separation hearing.

A disability pre-separation hearing will be scheduled within fourteen (14) calendar days from the Employer's receipt of the report of the physical examination as outlined above, with the Employer and/or designee, the employee and the Union Representative to review the findings from the Employer's examination(s). At the hearing, the employee may present any substantive medical evidence which the employee believes refutes the findings from the previous examination(s).

If the employee has reason to doubt the findings from the previous examination(s), the employee may submit the results of a second examination conducted by a professional selected and paid for by the employee.

Based on the substantive medical evidence supplied at the disability pre-separation hearing, the Employer shall make a decision as to the employee's fitness for duty. If the Employer determines the employee is capable of performing his or her essential job duties, the employee shall be returned to work. If the Employer determines that the employee is unable to perform his essential job functions, the Employer shall issue a decision stating the basis for the decision, and the employee shall be disability separated.

### **ARTICLE 39** **DURATION OF AGREEMENT**


**Section 39.1.** This Agreement is effective 12:01 a.m. July 8, 2016, and shall remain in full force and effect until its expiration at midnight, December 31, 2018, and year to year thereafter, unless either party, not more than ninety (90) days prior to the expiration date of this Agreement, gives notice to the other of its intent to negotiate or terminate, modify, or negotiate a successor Agreement.

**Section 39.2.** On or about July 7, 2017, and July 7, 2018, the Employer agrees to meet with two (2) members of the Union for the purposes of reviewing the financial status of the Allen County RTA. As a result of this meeting, the Employer, may, at the sole discretion of the Employer, increase the wages of bargaining unit employees, issue a lump sum, or grant some non-economic benefit to employees. The meeting described in this section, shall not be construed as requiring the Employer to bargain or require the Employer to modify this Agreement in any way.


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 12<sup>th</sup> day of July, 2016.


For the Allen County Regional Transit Authority:

  
\_\_\_\_\_  
Dick Accountius, Board of Trustees

For the Union, AFSCME Local 1770-D, Ohio Council 8:

  
\_\_\_\_\_  
Rick Hesser, President, AFSCME Local 1770-D, Ohio Council 8

  
\_\_\_\_\_  
Shelia Schmitt, Executive Director

  
\_\_\_\_\_  
Steve Kowalik, Regional Director, AFSCME Local 1770-D, Ohio Council 8

  
\_\_\_\_\_  
Aaron K. Weare, Management Consultant