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AGREEMENT

BETWEEN

THE STEEL VALLEY REGIONAL TRANSIT

AUTHORITY

AND

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS**

**& AEROSPACE WORKERS, LOCAL LODGE 1363,
AFL-CIO**

COVERING THE PERIOD

JANUARY 1, 2020 THRU DECEMBER 31, 2022

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AGREEMENT

This Agreement, entered into at Steubenville, Ohio, by and between the Steel Valley Regional Transit Authority, a duly created regional transit authority existing under the laws of the State of Ohio, herein referred to as the R.T.A., and the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 1363, herein referred to as the Union, their successors or assigns:

WITNESSETH:

WHEREAS, In order that the R.T.A. and the Union may work together in harmony and so that any matter which may arise between the Union, its members within the appropriate bargaining unit, and the R.T.A. may be settled in an orderly fashion; and,

WHEREAS, The parties hereto recognize that any strike, lockout, or other concerted activity, resulting in the inefficient operation of the R.T.A., is highly undesirable not only from the standpoint of the R.T.A. and the Union, but more particularly so from the standpoint of the general welfare of the citizenry; and,

WHEREAS, It is the desire of both the parties to this agreement to avoid disputes, and to bargain collectively with regard to wages, hours, and working conditions in the R.T.A. and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound hereby and stipulated as follows it being specifically understood and agreed that all the provisions herein are subject to the Statutes of the State of Ohio and if any provisions is held or found to conflict with the law, regulations or agreements relating thereto, said provision shall not bind either of the parties hereto; and,

WHEREAS, It is the intention of the R.T.A. and the Union to incorporate by reference within this Agreement the provisions of an Agreement Pursuant to Section 13 c) of the Urban Mass Transportation Act of 1964, as Amended, which was executed July 23, 1975 between the American Public Transit Association and the Amalgamated Transit Union, AFL-CIO among others, of which agreement the R.T.A. and the Union desire to highlight the following paragraphs:

“(3) All rights, privileges and benefits; including pension rights and benefits of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits.

Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

“(4) The collective bargaining right of employees covered by this agreement, including the right to arbitrate labor dispute and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

“The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the Union or arrange for such agreement to be entered into relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

“(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

“Any such person, enterprise, body or agency; whether publicly or privately owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

“(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Public Employees Retirement System, Workers Compensation, Unemployment Compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

“(24) Any employees covered by this agreement, who is not dismissed, displaced, or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the 1975 agreement.

“(26) Any eligible employer not initially a party to this agreement may become a party by serving written notice of its desire to do so upon the Secretary of Labor, the American Public Transit Association, or its designee, and the Unions signatory hereto or their designee. In the event of any objection to the addition of such employer as a signatory, then the dispute as to whether such employer shall become a signatory shall be determined by the Secretary of Labor; and

WHEREAS, Good faith collective bargaining resulted in certain agreements between the parties;

NOW, THEREFORE, The R.T.A. and the Union agree as follow

ARTICLE I

GOVERNING LAW

As provided in the preamble to this Agreement, this Agreement is subject to all existing Statutes of the State of Ohio, and the City of Steubenville and Village of Mingo Junction, Ohio, as applicable, and should any change be made in said laws or regulations which would be contrary to any Article or Section contained herein, such provision of the Agreement shall be automatically terminated. Should any portion of this Agreement be subject to change because of any law or regulation now in effect or hereinafter enacted, the parties hereto shall meet to renegotiate those specific Articles, Sections or portions affected with remainder of the Agreement remaining in full force and effect.

ARTICLE II

PURPOSE AND SCOPE

- A. The fundamental purpose and scope of this Agreement is to establish fair and equitable employee and employer protective arrangements throughout the life of this Agreement.
- B. Accordingly, the objectives of this Agreement are as follows:
 - 1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance;
 - 2. To provide an established scale for those wage and fringe benefits usually agreed upon in employer-employee relationships;
 - 3. To provide an agreed-upon arrangement of hours and conditions of employment;
 - 4. To provide an opportunity for employees to meet with the Management directly or through their representative to exchange views and opinions on policies and procedures affecting the conditions of their employment;
 - 5. To provide for the peaceful adjustment of differences which may arise;
 - 6. To protect the right of every employee to fair and impartial treatment pertains to all employees within the bargaining unit defined hereunder, except those specifically exempted in a written addendum to this Agreement, signed by representatives of both parties, of which at this writing there are none.

ARTICLE III

R.T.A. - RESPONSIBILITIES

A. It is recognized and agreed that the operation and management of the R.T.A. and the full direction of the working forces, including the right to hire, suspend or discharge for proper cause, transfer, relieve employees from duty for lack of work, or other legitimate reasons, is the sole function and responsibility and is vested exclusively in the R.T.A. Accordingly, the R.T.A., except as clearly and explicitly abridged by any provision of this Agreement, reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business.

B. It is recognized and agreed that the R.T.A. shall both vigorously and carefully exercise those powers contained in its By-Laws for the successful accomplishment of those purposes set out in its Articles of Incorporation.

C. It is agreed that the R.T.A. will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into Agreement with the Union or arrange for such Agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining.

D. The R.T.A. shall notify the Union in writing of all new hires, terminations, layoffs, and recalls as they occur, that pertain to employees in the bargaining unit.

ARTICLE IV

UNION - RESPONSIBILITIES

A. It is recognized and agreed that the Union will act as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions of all employees in the appropriate bargaining unit.

B. It is recognized and agreed that the appropriate bargaining unit consists of Lodge 1363 employees of the R.T.A. who shall be included on the official roster of the Union membership and officers, which roster shall include the following:

1. Name;
2. Address;
3. Home Telephone Number;
4. Union Office Held, if any,

C. The Union shall provide and maintain current in the possession of the R.T.A.

1. A copy of its objectives, constitution and by-laws;
2. A copy of above-described official roster;
3. The name, title, address and telephone number(s) of its duly recognized business representative who may or may not be included upon the above described official roster.

D. The Unions duly constituted representative shall have the right and duty as to employees in the appropriate bargaining unit, to:

1. Represent said employees in conference with the R.T.A. or its duly authorized representative.
2. Represent said employees, when requested by such employees in grievances in accordance with the grievance procedure set out hereunder.

E. The Union shall indemnify and save the R.T.A. harmless against any and all claims, demand suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the R.T.A. in accordance with this Agreement, or in reliance upon authorization cards furnished to the R.T.A. by the Union or by the employee.

ARTICLE V

JOINT RESPONSIBILITIES

A. The bargaining rights agreed to herein shall be interpreted to mean that the R.T.A. will neither make changes nor make recommendations concerning matters subject to the collective bargaining process without first negotiating with the Union and reaching an agreement thereon.

B. It shall be the continuing policy of the R.T.A. and the Union that the provisions of the Agreement shall be applied equally to all employees of the R.T.A. without regard to race, color, religious creed, national origin or sex. The representatives of the Union and the R.T.A., in all steps of the grievance procedure and in dealings between the parties, shall comply with this provision.

ARTICLE VI

UNION MEMBERSHIP

A. Employees hired after the effective date of this Agreement who are part of the bargaining unit, after successful completion of a ninety (90) day probationary period, may become members of the Union.

R.T.A agrees that it will neither encourage nor discourage union membership, and that it will direct to the designated union representative any questions posed to it by bargaining-unit employees concerning union membership or union dues or fees.

B. Non-member Employees

All bargaining unit employees may voluntarily choose to join the Union, or may decline to join the Union. If a member chooses to resign from the Union, that decision will be effective immediately upon the employee's providing written notice to the Union, although the dues checkoff provisions will continue until the employee has given proper notice in the appropriate window period. Bargaining unit employees who decline to join, or resign from, the Union may either agree to become agency fee payers to support the costs associated with the union representation, or may choose to be nonmembers who offer no financial support to the Union.

The Union agrees that it will treat all employees who became agency fee payers before June 27, 2018, as nonmembers who do not wish to continue as agency fee papers after June 27. The Union will not treat any non-member as an agency fee payer unless, after June 27, the non-member voluntarily and in writing agrees to pay the Union an agency fee to support the costs associated with their representation.

C. Meeting with Newly Hired Employees

Application: This section of the Agreement concerns the Union's right to meet with new employees. New employees include newly-hired employees whose positions are permanent full-time or regular part-time employees and regardless of whether the newly-hired employee was previously employed by the R.T.A.

D. Notice and Access

Written Notice: R.T.A shall provide the Union written notice of, and access to newly hired employees as set forth in this Agreement. It is the Parties' intent that the City provide the Union access to newly hired employees as promptly as possible after the first day of employment.

Newly Hired Employees: R.T.A shall schedule a mandatory meeting between newly hired employees and the designated Union representative. R.T.A shall provide written notice by email to the designated union representative of the time and place of such meeting. The union representative shall respond by email confirming the Union's availability to attend the meeting.

Union Access and Presentation: R.T.A shall allow the Union thirty (30) minutes during the above-mentioned meeting to meet with their represented new employees. No representative of R.T.A

shall be present during the Unions presentation. The union representative shall request and R.T.A shall grant the release of the Union Steward to meet with the new employees.

E. Employee Information

Employer reports to Union: R.T.A shall provide the Union with all the information for any new employees in the applicable bargaining unit to the extent permitted by law, including, but not limited to : Name, job title, department, phone numbers (home, personal cell), personal email address and home address. R.T.A must provide this information to the Union within 30 days of hire.

ARTICLE VII

USE OF R.T.A. TIME AND FACILITIES FOR UNION BUSINESS

A. Union representatives will be permitted reasonable time during working hours to investigate and process grievances. No Union business other than as set forth herein shall be conducted by Union officials on R.T.A. time, nor shall it in fact interfere with the work assignment of the Union official involved. No Union matters shall be conducted during overtime work. The Union shall notify the Transit Manager prior to contacting any employee on R.T.A. time.

B. Solicitation of membership, or other internal Union business shall be conducted during the non-duty hours of all employees concerned.

C. The R.T.A. bulletin boards may be used by the Union, but only for the following notices:

1. Recreational and social affairs of the Union;
2. Union elections;
3. Union meetings;
4. Reports of Union committees;
5. Rulings or policies of the International Union.

D. Notices and announcements upon R.T.A. bulletin boards shall not contain anything political or controversial, or anything reflecting upon the R.T.A, any of its employees, or any labor organization among its employees. The R.T.A. will supply space to the Union for Union bulletin boards, if the Union so requests.

ARTICLE VIII

UNION DUES

A. The R.T.A. agrees that a deduction shall be made from any employees within the bargaining unit that choose to be Union members, for regular and usual dues of the Union in accordance with authorization cards, on file in the R.T.A. office, subject, however to Article VI, Section A. above as authorized by Section 9.41 of the Revised Code of Ohio.

B. Deductions of amounts uniformly required of Union members as certified to the R.T.A. by the Local Union Treasurer shall be made from each pay, and the aggregate deductions shall be remitted monthly by the 15th day following the end of the month in which deductions were made, together with an itemized statement of such deductions, to the Treasurer of Lodge 1363 of the International Association of Machinists and Aerospace Workers AFL-CIO.

C. The authorization by an employee for Union dues deductions shall be irrevocable for the duration of this Agreement, except that any employee may request revocation of dues deductions upon submitting written notice to the R.T.A. and the Union at least fifteen (15) days prior to the termination date of the Agreement.

D. The R.T.A. agrees that if, for any reason, the R.T.A. fails to deduct dues from any employee who has signed the deduction card authorization form in any pay period that is set for dues, the R.T.A. will deduct said dues in the following pay period. The Union agrees that there shall be no liability on the part of the R.T.A. for the collection of any unpaid dues due the Union from any employee who, because of absence from work or termination of employment, has no wages payable to him or her at the regular time for dues collections.

E. The form for said check-off dues of the Union shall be furnished by the Union.

ARTICLE IX

RIGHTS OF EMPLOYEES

It is agreed that any employee, excepting the Transit Executive, any assistant managers who may be appointed and any other non-bus operator employees, shall have the right to join the Union for their mutual aid or protection. The Union shall not indulge in restrictions or practices which would deny membership because of race, color, creed, national origin or sex, and shall be free of all corrupt influences. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in the Union affairs.

ARTICLE X

UNION REPRESENTATIVES

A. The Shop Committeeman shall be permitted a reasonable time during working hours to investigate and process grievances. An aggrieved employee may request a committeeman, and the committeeman requested must inform the Transit Executive of the grievants name and location.

B. The Unions duly recognized business representative as defined in Article IV, Section C. 3 above, may consult with employees in the assembly area before the start of or at the completion of the day's work, and he or she shall be permitted access to work areas at any reasonable time only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

C. It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted by the Transit Executive, or, in his absence, by the appropriate representative of the R.T.A.

D. At any time when the Transit Executive conducts a disciplinary meeting with an employee wherein a written reprimand, suspension or dismissal is likely to result, the Transit Executive shall give written notice to the employees right to have a committeeman present.

ARTICLE XI

MAINTENANCE OPERATORS QUALIFICATIONS

A. All maintenance persons who operate R.T.A. motor buses must meet minimum qualifications, including the following:

1. Submit to and adhere to the Substance Abuse Policy adopted by the Steel Valley Regional Transit Authority Board of Trustees. A copy of said policy is attached hereto and made a part hereof as if fully rewritten herein and marked as Exhibit A.

2. Be a minimum of 21 years of age (which age has been established by the insurance carrier extending bus liability coverage as the preferred minimum age for maintenance operators) and hold a valid motor vehicle operators' license in any state and a valid CDL (Commercial Driver's License) in the State of Ohio.

3. Be physically qualified to drive a bus as determined by a physician or physicians employed by the R.T.A., at its expense, to initially, periodically or situationally determine this physical qualification.
4. Be a safe operator within limits as defined by the insurance carrier extending bus liability coverage to the R.T.A., as judged from the accident record of the individual maintenance person as maintained by the State of Ohio or any state in which a maintenance person may have been licensed.
5. Be able to inspect, repair and maintain gasoline and diesel engines used to power machines.
6. Be able to inspect, repair and maintain equipment and rolling stock necessary for the operation of the R.T.A.
7. Have or be able to obtain within a reasonable period of time any certifications as may be required by appropriate federal and state agencies.

B. Any employed maintenance person who fails any time to meet the qualifications in Article XI, Section A. above, shall be suspended immediately by the Transit Executive until such time as said qualifications are regained.

C. No person shall be newly employed who does not instantly meet the qualifications in Article XI, Section A. above.

ARTICLE XII

DISCIPLINE, SUSPENSION AND DISCHARGE

Disciplinary action or measures shall include the following and in this order:

A. Disciplinary Actions Available

1. Oral reprimand may be given at any time by the Transit Executive to any employee of the R.T.A. A written record shall be made of the oral reprimand and shall be dated and signed by the Transit Executive and filed with the records of the R.T.A. and the Union.
2. Written reprimand may be given at any time and shall clearly state the reasons therefor. A copy of the same shall be filed with the records of the R.T.A. and the Union.
3. It is hereby agreed that the R.T.A. will give notice via the committeeman to the Union of the initiation of any suspension or discharge procedure whenever an employee within the appropriate bargaining unit is being suspended or discharged, at least twenty-four (24) hours prior to such suspension or discharge, except where the circumstances surrounding same are such that action must be immediately taken and notice cannot be given prior thereto.

B. Times for Disciplinary Action

1. Disciplinary action may be imposed upon any employee only for failing to fulfill his

or her responsibilities as an employee, and may be imposed upon any employee at any time determined necessary by the Transit Executive, it shall be done in such a manner so as not to embarrass an employee before the general public. Disciplinary action involving a suspension or a discharge may be processed at the third step of the grievance and arbitration procedure, except as provided elsewhere in this Agreement. Oral or written reprimands exceeding six (6) in number in any calendar year for any one employee will be processed through the grievance procedure as set forth in this Agreement.

2. In special cases such as thievery, being under the influence of alcoholic beverages or controlled substances during working hours, violation of any provision of the Substance Abuse Policy, physical violence, gross violation of safety measures that may endanger life or limb of other individuals, or gross insubordination, an employee may be suspended immediately by the Transit Executive, pending a hearing and such hearing must be conducted promptly between the Union and the Employer.

C. Remedies for Unjust Suspension or Discharge

1. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

D. Notice of the decision to discipline any employee shall be provided to the employee in writing within 30 calendar days from the date on which the Company first obtains knowledge of the incident or act, which forms the basis of the charge or charges. The Company shall furnish the Union a written copy of said charges. Upon written notification to the Employee and the Union, such period shall be extended 15 additional calendar days. Such notification shall include the name of the Employee, and the date of the alleged violation.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition of Grievance

A grievance is any unresolved question or dispute regarding the conditions of employment, excluding those matters covered by Charter, and all existing Statutes rules and regulations of the State of Ohio and all applicable Federal Statutes rules and regulations.

B. Procedure:

Step 1. A grievance must be presented orally to the immediate Supervisor within five (5) business days after the occurrence, or after it has become known to the employee, whichever is later. The employee may be accompanied, if he or she so requests, by a duly authorized Union representative. If the grievance remains unresolved after five (5) business days, it shall be reduced to writing by the aggrieved party and presented to the Transit Executive within ten (10) business days from the date of presentation to the immediate supervisor, advancing to Step 2.

Step 2. The Transit Executive shall respond in writing with a copy to the employee and the Union within ten (10) business days from the date the grievance is presented. If the grievance remains unresolved or no response is received, it may be presented to the President of the Board of Trustees in writing inclusive of all the information provided to the Transit Executive within five (5) working days after the response from the Transit Executive is due advancing the grievance to Step 3 of the procedure.

Step 3. The President of the Board of Trustees, or his or her designee, shall call a meeting of the Employee, the Transit Executive, Legal Council and the Union President/Business Agent in order to attempt to resolve the grievance. The President of the Board of Trustees, or his or her designee, shall provide a decision in writing within ten (10) business days from the date of the meeting, which he or she called for rendering a decision. If the grievance, according to the Union is not satisfactorily resolved after receiving the written response, the Union may advance the grievance to Step 4.

Step 4. Any grievance involving the interpretation, application or enforcement of the provisions of this Agreement, which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be arbitrated, provided a request for arbitration is made in writing within fifteen (15) business days after the meeting provided in Step 3.

C. Grievance Time Limits

Any and all-time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Such waiving, or extension, of the time limits shall be reduced to writing and signed by both parties. In the event that the R.T.A. fails to respond to any aggrieved employee or the employee's Union Representative in any steps of the grievance procedure, within the time limits, such non-response shall be deemed a ruling in favor of the grievant or Union. If the grievant fails to respond in any step of the grievance procedure, such non-response shall be deemed as the Union's decision to withdraw the grievance. The non-response, however, shall be without prejudice to the right to bring a subsequent grievance involving a different aggrieved employee, but involving the same type occurrence, or transaction, as in a former grievance.

D. Arbitration

A single Arbitrator shall conduct the arbitration hearing. The parties shall request a list of seven (7) names from the American Arbitration Association (AAA). After the AAA has provided the list of seven names to the parties, the parties shall strike, one after the other, names from such list, until a single name remains, which shall be the individual who shall serve as the sole arbitrator for the grievance.

The party to strike the first name shall be decided by a flip of a coin, conducted by a disinterested party.

The first choice of striking is to be decided by the flip of a coin by a disinterested party.

The Arbitrator shall prepare to hear the dispute and arrange for a hearing of the parties within two (2) weeks following the selection of the Arbitrator.

The decision of the Arbitrator shall be final and binding on both parties and the Arbitrator shall issue the his/her decision within two (2) weeks after the conclusion of the testimony and argument. If enabling legislation enacted by a public body is required to satisfy the award, the Arbitrator shall be limited to recommending the necessary legislation.

Each party is responsible for their own expenses incurred in the processing of Arbitration. The Union and the R.T.A. shall share equally the cost of the American Arbitration Association Arbitrator's services.

No Arbitrator shall have jurisdiction or authority to:

1. Arbitrate provisions of a new Agreement;
2. Nullify, in whole or in part, any provisions of this Agreement;
3. Arbitrate any items covered by Civil Rules, Regulations and Procedures or any other items which had previously been excluded under the terms of the Agreement;
4. Add to, detract from, or alter in any way, provisions of this Agreement;
5. Decide whether a particular dispute is a proper subject for the grievance procedure;
6. Decide any issue relating from an action or occurrence which takes place prior to the execution of this Agreement, and no arbitration determination or award shall be made by any arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

ARTICLE XIV

HOURS OF WORK

A. Normal Working Day: Eight (8) hours per day shall constitute a normal working day.

B. Normal Work Week: A Normal work week shall consist of five (5) normal working days, with a total of forty (40) hours per normal work week.

C. Timing of the Work Week: The work week begins and ends at 2:00 a.m. Sunday. Each work week begins at 2:00 a.m.

D. Overtime: Hours worked in excess of eight (8) hours per work day, hours worked at a time beyond ten (10) hours following start of work in any work day, and hours worked beyond forty (40) hours per work week shall be paid at the overtime rate of pay, provided that there shall

be no double counting or pyramiding in the event an hour worked exceeds more than one of the stated limits where overtime begins. In the event of a call out, an employee will be paid no less than four (4) hours. The overtime per hour rate of pay shall be one and one-half (1 1/2) times the regular per hour rate of pay. In the event a call out is necessary and takes less than the four (4) hours to correct the problem, it is the decision of the employer to retain the employee the full four (4) hours.

E. Mechanic will work Tuesday thru Saturday; 6:30 a.m. till 3:00 p.m. In the event of excessive breakdowns after 5:00 p.m., it will be at the discretion of the Management to alter said hours of Mechanic.

ARTICLE XV

WAGES AND BENEFITS

A. Pay Progression

	1/1/20	1/ 1/21	1/122
LEAD MECHANIC	\$23.35	\$23.81	\$24.40
MECHANIC	\$21.59	\$22.02	\$22.57
MECHANIC'S HELPER	\$16.57	\$16.90	\$17.32

Mechanic will be on a ninety (90) day probationary period. In the event the Mechanic does not show sufficient progression after the ninety (90) day probationary period, it will be at the discretion of Management to extend the probationary period or reduce the Mechanic to Mechanic's Helper.

B. Holiday benefits shall be paid for the following holidays:

- New Year's Day
- Martin Luther King Day *
- Presidents Day *
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day *
- Thanksgiving Day Christmas Day

Such holiday benefits shall consist of the number of hours in the particular regular working day, paid at the regular wage rate, in exchange for no work on the specified holiday. In the event that it is required by the R.T.A. to work on one of the specified holidays, employees shall be paid in addition to Holiday Pay described above, at straight time for all regularly scheduled hours up to eight (8) hours, and at time and one-half (1 1/2) for all hours of work in excess of eight (8) hours. No employee who fails to work his or her regularly scheduled piece on the work day immediately preceding and the work day immediately following one of the specified holidays shall be entitled to holiday pay for that holiday.

* Bank Holidays that fall on Saturday or Sunday will be observed on day before or day after with compensation. Bank Holidays that fall on a weekday will be observed on said day with compensation.

C. Personal Day

Employee will be granted three (3) personal days per year so he or she may take care of personal business. The employee will notify the R.T.A. one (1) hour prior to taking the personal day.

D. Sick Leave Benefits

Definitions: Sick Leave

A. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.

B. "No pay status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

C. "Full-time employee" means an employee whose regular hours of duty total eighty in a pay period, and whose appointment is not for a limited period of time.

E. Sick Leave Accrual

All employees shall accrue sick leave at the rate of 16 days per year. Any unused sick time shall accumulate until the employee is terminated or resigns from employment. Upon retirement, or other termination from employment, it is agreed that the hours contained in the sick leave accrual shall be purchased by management from the employee at 50% of the current hourly rate of pay.

Less than full-time employees shall receive a proportionate share of sick leave accrual.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employees household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant

other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent.

Sick leave may be granted to care for an employee's child/parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the R.T.A., only one parent may be granted sick leave to care for a child at home on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of **one-hour**. Employees shall be paid for sick leave used at their regular rate. After employees have used all of their accrued sick leave, they may, at the employers discretion, use accrued vacation, or personal days or may be granted leave without pay.

F. Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one hour before starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. Where staffing requires advance notice, the call must be made at least ninety (90) minutes prior to the start of the shift or in accordance with current practice, whichever period is less. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to R.T.A. reporting procedures.

G. Sick Leave Policy

It is the policy of the R.T.A. to not unreasonably deny sick leave to employees when requested.

It is also the policy of the R.T.A. to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the R.T.A. that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the R.T.A. that when discipline is applied it will serve the purpose of correcting the performance of the employee.

H. Purpose

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

I. Definition

A. Sick Leave

Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave:

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physicians verification when required;
4. Fraudulent physician verification.

C. Misuse of sick leave:

Use of sick leave for that which it was not intended or provided.

D. Pattern abuse:

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances;
8. Excessive absenteeism.

J. Procedure

A. Physician's verification

At the R.T.A. administrator or designees discretion, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employees immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the R.T.A. administrator or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the R.T.A. administrator or designee find it necessary to require the employee to provide the physicians verification for future illnesses, the order will be made in writing using the "Physician's Verification" form WITH A COPY TO THE EMPLOYEE'S PERSONNEL FILE.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physicians verification is provided within three (3) days after returning to work.

B. Unauthorized use or abuse of sick leave

When unauthorized use, or abuse of sick leave is substantiated, the R.T.A. Transit Executive or designee will affect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The R.T.A. Transit Executive or designee and the Union President will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The R.T.A. Transit Executive or designee shall be available and receptive to a request for an Employee Assistance Program from an outside agency. If the above does not produce the desired positive change in performance, the R.T.A. Transit Executive or designee will proceed with progressive discipline up to and including termination.

C. Pattern abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the R.T.A. Transit Executive or designee may reasonably suspect pattern abuse. If it is suspected, the R.T.A. Transit Executive or designee will notify the

employee in writing that pattern abuse is suspected. The R.T.A. Transit Executive or designee will use the Pattern Abuse form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

D. Carry-Over

Employees are entitled to carry-over all sick time hours which have not been used prior to the time of the entry of this Agreement.

E. Group Hospitalization and Life Insurance

Group Hospitalization and Life Insurance benefits shall include group coverage by the R.T.A. for each employee except those in the ninety (90) day probationary period.

Employees shall be granted the opportunity to buyout of hospitalization coverage. Said decision shall be made at the beginning of the benefit year and shall be for a full year unless change in life circumstances acceptable to the insurance company would allow said employee the opportunity to be covered under the group hospitalization plan. Said employee shall be entitled to a stipend of Two Hundred Fifty Dollars (\$250.00) per month for each and every month that the buyout is in effect.

It is further agreed that a new employee hired after January 1, 2011, shall only be provided coverage at the single rate for the first three (3) years of their employment. The employee can, at said employee's expense, choose to be covered under a different level of coverage, however, all additional costs shall be the responsibility of said employee.

This section shall be subject to a re-opener provision. Said negotiations regarding this section shall begin no later than August 1, 2020.

The employee and employer hereby agree to establish a committee made up of one (1) IAMAW union member; two (2) ATU union members and two (2) management employees to determine the policy of group hospitalization which will be selected by the employees and paid for by the employer as hereinbefore stated. The decision of the committee by mutual agreement shall have the right to select the extent of the coverage and shall retain the option to change the carrier or the extent of coverage during the period of this Agreement.

For any employee not in the paid service of the R.T. A., except as provided for under the sick leave waiting period from Article XV, Section C, and under Article XV, Section E, below,

the R.T.A. shall pay no such costs and shall report to the insurance carrier the lay-off or termination of that employee.

F. Extended Sick Leave

The R.T.A. may grant extended sick leave, without compensation to any employee sending a physician's certificate of that employee's physical incapacity, which extends beyond the allotted maximum time of paid sick benefit days, and shall permit such employee to take paid vacation days earned, if such certificate is provided. The R.T.A. may permit any employee on extended sick leave to pay fees or costs of group hospitalization and life insurance coverage, unless said arrangement is unacceptable to the insurance coverage carrier.

G. Group-Term Life Insurance

Employees shall be provided with a group-term life insurance policy in the amount of Sixty Thousand Dollars (\$60,000.00) which shall be paid by the R.T.A.

H. Uniforms

Except for new employees in the ninety (90) day probationary period, the R.T.A. shall provide each employee a set of uniforms consisting of the following:

1. Five (5) shirts
2. Five (5) pants
3. One (1) Jacket
4. One (1) hat

Each employee of the Union shall be required to wear the uniforms at any time while working for the R.T.A. It is the responsibility of each employee to keep uniforms neat and clean at all times and to return such uniforms to the R.T.A. upon termination.

I. Shoe Allowance

RT.A. will provide a shoe allowance up to and not to exceed the amount of Three Hundred Dollars (\$300) per year. Shoes must be steel-toed safety shoes. A sales receipt is required to be turned into the Transit Executive for reimbursement to be made.

J. Vacation

Vacation benefits shall be paid to the employee according to the following schedule wherein an employee receives vacation credit for each numbered year of service on a pro-rated basis throughout each year except the first (1st) year wherein vacation credit is received at the end of the last day of that year and none accrues before:

<u>Number of Years of Service</u>	<u>Regular Work Weeks of Vacation</u>
1 through 5	2 weeks paid
6 through 10	3 weeks paid
11 through 15	4 weeks paid
16 through 20	5 weeks paid
21 and over	6 weeks paid

1. Any employee may retain and use any earned vacation benefits for a period of one (1) year following the end of the year of service in which such benefits were earned. If not used within the specified year, such earned vacation benefits shall lapse and be lost by the employee.

2. Vacation requests shall be honored in order of seniority. All earned vacation time shall be used during the period between the end of one school year and the beginning of the next, or at any other time approved by the R.T.A.

K. Bereavement

Employees shall be granted scheduled time off with pay up to a maximum of five (5) days of up to eight (8) hours each when a death occurs in the employees' immediate family. For the purpose of this provision, immediate family shall include the employee's wife, husband, child, father, mother, father-in-law, mother-in-law, sister, brother, grandparents and grandchildren. Proof of relationship may be required if the R.T.A. cannot establish proof of relationship prior to payments being made.

L. P.E.R.S.

All Local 1363 employees shall be covered under the Public Employee Retirement System of Ohio and shall be subject to the provisions thereof.

It is further agreed by and between the parties to this contract that the 0.5% increase in the Public Employee Retirement System Contribution effective January 1, 2008, shall be picked up by the company beginning with said date and continuing through the life of this contract.

M. Commercial Drivers License

The R.T.A. shall reimburse all employees for the cost of their Commercial Drivers License (CDL).

N. Longevity

Longevity benefits shall be paid to the employee according to the following schedule wherein the employee receives longevity credit for each completed numbered year of service

except for the first (1st) year of service with the R.T.A. and its predecessors. The schedule for longevity is as follows:

Number of Years Of Service	Longevity Benefits
1 through 5 years	\$150.00
6 years or over	\$150.00 plus \$35.00 for every year beginning with the 6 th year.

Longevity shall be paid with the first full pay in December of each year.

O. In the event that other employees of the R.T.A are given eye and or dental care, the same benefit shall be granted to all employees covered under the terms of this agreement.

P. There is granted as part of this agreement, a signing bonus of \$500.00 per employee covered under this agreement, due and payable upon signing of the same.

ARTICLE XVI

LAY-OFFS

When there is a lack of funds or work that requires a reduction of the work force, such lay-offs shall be undertaken by the R.T.A. in reverse order of seniority with the Union.

ARTICLE XVII

EFFECT OF AGREEMENT

A. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, welfare and safety. The Union, therefore, agrees that there shall be no interruption to the work for any cause whatsoever; nor shall there be any work slowdown or any other interference with these services during the term of this Agreement and any extensions or renewals thereof. The R.T.A. will do nothing to provoke interruptions of, or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of the R.T.A.

B. It is understood that this Agreement is subject to all applicable provisions which are normally included in labor-management agreements in private industry. It is agreed that the parties hereto shall be bound by such provisions, both as they now exist and as the same may be amended and supplemented from time to time.

ARTICLE XVIII

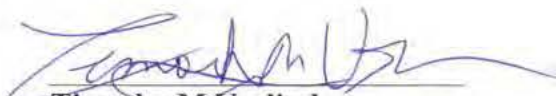
TERMS

A. This Agreement shall be effective as of the first (1st) day of January, 2020, and shall remain in force and effect for the period of time extending through the thirty-first (31st) day of December, 2022. This Agreement shall be subject to renegotiation from the first (1st) day of August, 2022; with in a new Agreement to commence the first (1st) day of January 2023.

SIGNED AT STUBENVILLE, OHIO THIS ____ DAY OF _____, 2020.

**THE INTERNATIONAL ASSOCIATION
MACHINISTS & AEROSPACE
WORKERS, AFL-CIO,
LOCAL LODGE 1363**

**STEEL VALLEY REGIONAL
TRANSIT AUTHORITY**



**Timothy M. Verlinden
Business Representative**



**Susan Hogue
President, Board of Trustees**



**Chris A. Deters
Steward**



**Tim Turney
Transit Executive**

Approved as to legal form and correctness by:



**Robert J. D'Anniballe, Attorney at Law
Attorney for Steel Valley Regional Transit Authority**