



08/20/2024
0774-02
23-MED-07-0538
44504

Memorandum of Agreement

By and Between

Central Ohio Transit Authority

and

Local 208, Columbus, Ohio

of the

Transport Workers Union of America

Bus Operators and Vehicle/Facilities Maintenance

December 27, 2023

to

December 15, 2026

TABLE OF CONTENTS

	<u>Page</u>
EMPLOYEE’S CREED.....	1
ARTICLE 1 Agreement and Purpose	1
ARTICLE 2 Union Recognition	2
ARTICLE 3 Management Responsibility.....	6
ARTICLE 4 Equal Employment Opportunity	7
ARTICLE 5 Grievances.....	7
ARTICLE 6 Arbitration	10
ARTICLE 7 Accident Review Committee	12
ARTICLE 8 Wages.....	13
ARTICLE 9 Vacations.....	15
ARTICLE 10 Holidays	19
ARTICLE 11 Sick Days	22
ARTICLE 12 Insurance	25
ARTICLE 13 Bereavement Leave.....	29
ARTICLE 14 Military Training.....	30
ARTICLE 15 Jury Duty.....	30
ARTICLE 16 Transportation Pass	31
ARTICLE 17 General.....	32
ARTICLE 18 Transportation Department - Hours of Work and Working Conditions	42
ARTICLE 19 Transportation Department Seniority.....	53
ARTICLE 20 Transportation Department - Uniforms/Grooming	57
ARTICLE 21 Transportation Department – General.....	59
ARTICLE 22 Maintenance/Facilities Department - Hours of Work and Working Conditions	62

ARTICLE 23 Maintenance/Facilities Department – Seniority.....84

ARTICLE 24 Maintenance/Facilities Department - Uniforms/Tools86

ARTICLE 25 Short Term and Long Term Disability.....87

ARTICLE 26 Corrective Action.....90

ARTICLE 27 FLEX Operators Board91

ARTICLE 28 Duration95

APPENDIX A.....98

APPENDIX B101

APPENDIX C [Subject to Article 12]102

APPENDIX D.....112

EMPLOYEE'S CREED

We, the members of Local No. 208 of the Transport Workers Union of America, AFL-CIO, acknowledge and accept our responsibility to the citizens of the service area of the Central Ohio Transit Authority. We shall work, at all times, in the best interest of the community we serve, by striving to operate the Authority's vehicles safely and efficiently; maintain the Authority's vehicles in a clean and mechanically sound condition; and handle the public in a courteous and professional manner. We shall, through labor and management, working together, in mutual respect for each other's rights and responsibilities, endeavor in words, deeds, and job performance to make the Central Ohio Transit Authority responsive to the transportation needs of the community we have pledged to serve.

ARTICLE 1 Agreement and Purpose

Section 1.1 Agreement.

This Memorandum of Agreement hereinafter referred to as the "Agreement," is made and entered into as of December 27, 2023 by and between the Central Ohio Transit Authority, its successors and assigns, party of the first part, hereinafter referred to as the "Authority," and the Transport Workers Union of America, Local No. 208, affiliated with the AFL-CIO, party of the second part, hereinafter referred to as the "Union." This Agreement governs the wages, hours, terms, and other conditions of employment of members of the bargaining unit identified in Section 2.1 of the Agreement.

Section 1.2 Incorporation of Tentative Agreement.

The wording of the tentative agreement, as approved and ratified by both parties, shall be included within the Agreement. If omissions and/or errors are made during the printing of the Agreement, then the original approved tentative agreement shall be binding.

Section 1.3 Purpose.

It is recognized by the parties that they are engaged in furnishing an essential public service and that such service is dependent upon the good will and patronage of the public. To the end that the parties may discharge their respective obligations to the public, without interruptions by strife and controversy, the parties hereby mutually agree to the provisions of this Agreement.

Section 1.4 Sanctity of Agreement.

Unless otherwise specifically provided in this Agreement, no change in this Agreement shall be negotiated during its duration unless there is a written accord signed by and between the Authority and the Union. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate or affect the remainder of this Agreement. In the event of invalidation of any portion of this Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the Authority and the Union shall meet to attempt to negotiate a modification or replacement of the invalidated provision.

Section 1.5 Section Titles.

The parties agree section headings and titles within this Agreement do not reflect evidence of intent.

Section 1.6 Timelines.

For purposes of this Agreement, a business day as used in this Agreement shall be all calendar days from 8:00am through 5:00pm, excluding Saturday, Sunday and Holidays where COTA's business offices are closed.

**ARTICLE 2
Union Recognition**

Section 2.1 Recognition.

For the purpose of collective bargaining during the term of this Agreement, with respect to the matters herein embraced, the Authority recognizes the Union as the exclusive representative (certified by the National Labor Relations Board, December 9, 1941, in Case No. 9-R-546) of all employees of the Authority working in the Transportation and Maintenance Departments as Operators and Service Department employees excluding supervisors, managers and clerical staff. All positions and classifications not specifically established in this Agreement, as being included in the bargaining unit, shall be excluded from the bargaining unit.

Section 2.2 Condition of Employment.

As a condition of employment all bargaining unit employees shall have the opportunity to become members of the Union. All references in the Agreement to "Union members" or "members of the Union" shall mean all members of the bargaining unit.

Section 2.3 Union Membership and Protection Against Discrimination/Retaliation

"Membership" in the Union means those individuals who meet the requirements of timely tendering of the periodic dues, assessments, and initiation fees uniformly required. All COTA employees are protected against retaliation and/or discrimination for engaging in protected, concerted activity.

Section 2.4 Dues Deduction.

Upon receipt of a written individual authorization, not revocable for a period of more than one (1) year, the Authority agrees that, for the duration of this Agreement and any such renewal, or renewals thereof, it will deduct from such employee's earnings initiation fees, upon specific request of the Union. The Authority will also deduct from the first payroll period of each month, C.O.P.E. contributions, and assessments in the amount certified by the Secretary Treasurer of Local No. 208. The said periodic dues, initiation fees, C.O.P.E. contributions, and assessments shall be forwarded to the Union the first Monday after collection.

Section 2.5 Seniority.

(a) An employee who is transferred/promoted from a position in the bargaining unit to a non-bargaining unit position shall lose their seniority for all purposes (rights and benefits), upon such transfer/promotion. If such employee is subsequently transferred or re-employed into a bargaining unit position, their seniority shall not be reinstated. Instead, their seniority, for all purposes (rights and benefits), shall commence with date/time of return to a bargaining unit position.

(b) An employee who is transferred from a position outside the bargaining unit into a bargaining unit position shall not carry any Authority seniority, for all purposes (rights and benefits), but seniority shall commence, for all purposes (rights and benefits), on the date/time entering into the bargaining unit position.

Section 2.6 Union Communication at Worksites.

(a) The Union shall have the right to post notices of meetings (regular, special or social) and bulletins of general, civic or patriotic interest to the employees at the reporting places, on not less than seven (7) bulletin boards (locked and glass-enclosed) furnished and put up by the Authority in conspicuous and appropriate places agreed upon by the parties hereto. Any such notice shall not be derogatory or injurious to the Authority's interest, shall be signed by the authorized representatives of the Union and carry the seal of the Union, and is in accordance with the other contractual language that might be contained within this Agreement.

(b) Employees of the bargaining unit shall be allowed to distribute campaign literature for the purpose of running for the Union elected offices on Authority property. Such distribution is to be done on the employee's own time, commencing no more than thirty (30) days prior to official elections and ceasing at midnight (12:00 a.m.) prior to the day of elections. Material must be handed directly to employees and may not be placed on buses, tables, counters, cars, walls, Authority bulletin boards or any other Authority moving or stationary equipment. All material distributed must be in good taste, making no derogatory remarks about the Authority or its employees.

(c) The Union shall be allowed to distribute newsletters on Authority property at intervals of no more than one (1) per month. Such newsletters shall refrain from making derogatory remarks about the Authority, its operation or its employees. Such newsletters may not be political in nature, supporting or not supporting any political party, individual or issue. Newsletters must be given directly to employees or placed on Union bulletin boards.

(d) At no time may the distribution of campaign literature or newsletters interfere with the operation of the Authority by interrupting employees from their work assignments to receive or read the materials.

Section 2.7 Union Worksite Access.

(a) Union officials may contact bargaining unit members on matters involving Union business at the Authority's place(s) of business, provided the contacts are made and completed

while the employee has not yet begun work, has completed work, or is on authorized breaks or lunch time, i.e., on non-working time.

(b) The Union official may contact a bargaining unit member while such member is working, provided the immediate supervisor or foreman of the member is first contacted and grants permission for such contact.

(c) All contacts under this Subsection must involve official Union business and are to be brief in time used. Nothing contained in this Section shall be deemed or construed to grant a Union official or the employee time off from their own work schedule.

Section 2.8 Committee Release Time.

(a) The Authority will pay four (4) Union committee persons in attendance at a monthly meeting (one (1) per calendar month) with the Authority to discuss matters of mutual importance (not to include grievances). Each individual Committee person (excluding the Union President or their replacement) in attendance at such meeting shall be paid for time actually spent. Payment shall be made at their straight time hourly rates.

(b) Paid time shall begin at the time the employee is relieved from work and shall continue (excluding lunch time) until the employee returns to work. Committee persons shall consist of the individuals holding the following Union positions: Union President, First Vice President, Second Vice President, Secretary/Treasurer and Recording Secretary. In the absence of any of the Committee persons the Union may elect to replace such absent Committee persons with a Union member of its choice.

(c) Anything agreed to by the parties, which does not change the Agreement, in the meetings, shall be reduced to writing and, if signed by the Union President and the Authority's representative, will be binding upon both parties. Such meetings shall be held on the first Wednesday following each monthly Union membership meeting, if possible.

Section 2.9 Union Release Time.

(a) Provided the Union President's position remains a full-time position, the employee serving as Union President shall automatically be granted release time by the Authority from their regular job duties to serve as the Union President. This full-time release shall remain in effect during the employee's term in office as Union President. It is understood that the Union President remains a COTA employee and works directly with employees of the Authority during this release time.

(b) No more than four (4) employees who are officers or members of the Union, exclusive of the full-time Union President, shall be granted release time by the Authority from their regular job duties on a part-time basis to transact business for the Union provided reasonable advance notice is given by a Union official for such release time. Part-time release time in excess of four (4) Union officers or members may be granted to employees under special circumstances upon the express approval of the President/CEO, or their designee.

(c) No more than four (4) employees who are officers or members of the Union, exclusive of the full-time Union President, shall be granted release time by the Authority to participate in collective bargaining sessions with the Authority. No reimbursement is required for releases under this paragraph (c).

(d) During the release time specified in paragraphs (a) and (b) of this Section, employees so released:

- (1) Shall continue to receive their regular wages from the Authority, on its payroll;
- (2) Shall suffer no loss of seniority rights with the Authority;
- (3) Shall have full participation in the Authority's insurance programs;
- (4) Shall be covered by the Authority's workers' compensation program;
- (5) Shall have PERS employer and employee contributions submitted by the Authority on their behalf.

Employees who are released on a part-time basis shall continue to receive all benefits provided by the Authority to bargaining unit members. The Union shall reimburse the Authority for all costs that the Authority pays for employees released from their regular job duties under provisions of paragraphs (a) and (b) of this Section. This reimbursement shall include all wage payments, all PERS contributions, and for all such employees hired after 1986, all Medicare contributions. Such reimbursement shall be paid by the Union to the Authority in the month following any such payments made by the Authority. This section shall be binding on the parties to the extent permitted by law.

(e) An unpaid leave of absence shall be given to any employee who is elected or appointed as a full-time officer in the International Union for the duration of the employee's tenure in such office without loss of seniority rights with the Authority.

Section 2.10 Scheduling Discussions.

The Authority agrees that it will meet with Union representatives for the purpose of discussing modification and coordination of motor coach schedules, and both parties agree that they will make reasonable effort to reach a mutually satisfactory agreement on changes when such changes are indicated by conditions. However, all scheduling will be at the Authority's discretion, and the Authority shall have final determination in cases of a disagreement with the Union representatives.

Section 2.11 General Vacation Sign-up List.

The Authority shall provide the Union with copies of all general vacation sign-up list(s). These general vacation sign-up list(s) copies shall be made available seven (7) days after each general vacation sign-up(s) is/are completed. The Union President (or their representative) shall

personally pick up and sign for the list(s) within fifteen (15) days (excluding Saturday, Sunday and holidays) after written notification by the Authority.

Section 2.12 COTA Supervisors.

(a) The Authority shall provide to the Union a list of supervisory and non-supervisory positions, which have supervisory or functional control over its membership. Such list shall outline the general responsibilities of these positions and the chain of command from which these positions draw their supervisory or functional authority.

(b) When orders, instructions, or any other information is relayed by individuals occupying the positions on the list provided, such orders, instructions or any other information shall be considered as derived from the chain of command in which the individual works and shall be considered official notification.

Section 2.13 Other Payroll Deductions.

(a) The Authority shall make arrangements for payroll deductions regarding the Committee on Political Education (C.O.P.E.) Such deductions shall be made based upon signed authorization cards, and shall be deducted each month along with the Union dues. Such deductions will be shown on the employee's earning statement. The Authority will forward a payment to the Union (as prescribed in the dues check off under Section 2.4 of the Agreement) and a separate payment, which will include C.O.P.E.

(b) The Authority will arrange for check off to Consumer Credit Counseling (a specific agency) upon request.

Section 2.14 Orientation.

Provision will be made by the Authority so that all newly hired employees will meet with Union officials for up to four (4) consecutive hours to receive orientation from the Union, during new hire orientation at a time agreed to by the Union and the Authority.

**ARTICLE 3
Management Responsibility**

Section 3.1 Management Rights.

The Authority shall have the right to exercise full control and discipline in the interest of efficient public service and the conduct of its business, subject however, to the terms of the Agreement and to the employees' privilege of presenting grievances as herein defined and provided for in Article 5.

Section 3.2 No Strike and No Lockout.

It is agreed that, during the term of this Agreement, there shall be no strike, slowdown, cessation or stoppage of work by employees, except that stoppage of work that occurs, out of good faith, due to dangerous or unhealthy working conditions at the work site, e.g., as declared by the

Ohio Department of Public Health, the Environmental Protection Agency, the Ohio Industrial Commission or local/state/federal law enforcement agencies, which are abnormal to a work site, shall not be deemed to violate this prohibition. It is also agreed that there shall not be any lockout by the Authority. A lockout shall not be deemed to include cessation or discontinuance of transportation service by order of court or otherwise than by reason of a labor dispute under this Agreement.

Section 3.3 Damages.

The Authority agrees that it will not attempt to hold the Local or International Union financially responsible or institute legal proceedings for damages against the Union for violations of Section 3.2 of this Agreement, which are not authorized, encouraged, supported, sanctioned or condoned by the Union. It is further expressly agreed by the parties hereto that nothing contained in Section 3.2 hereof, or in any other part of this Agreement, shall be construed or used to form the basis for a claimed breach of this Agreement for the purpose of supporting any suit for damages against the other party unless and until the party complaining of such breach of contract has notified the other party hereto of the existence of such contention, and the latter party shall fail or refuse to take immediate steps to correct the same.

**ARTICLE 4
Equal Employment Opportunity**

Section 4.1 Non-Discrimination.

The parties agree that race, color, religion, sex, sexual orientation, gender identity, creed, national origin, age, veteran or military status and/or disability shall not be a factor in the hiring of employees, or establishing the conditions of their employment, rates of pay, hours or working conditions. No employee shall be deprived of equal employment opportunity nor be subject to any discrimination in the exercise of their employment rights on account of race, color, religion, sex, sexual orientation, gender identity, creed, national origin, age, veteran or military status, or disability.

**ARTICLE 5
Grievances**

Section 5.1 Grievance Definition.

Should disagreements arise with respect to the interpretation or application of any provision of this Agreement, or concerning any action against an employee involving discipline, discrimination, suspension or discharge, such disagreements shall constitute a grievance and shall be disposed of in the manner hereinafter set forth. Nothing in the procedure is intended to prevent the parties from informally resolving an issue before it becomes a grievance under this article.

Section 5.2 Grievance Procedure.

The following steps and procedures apply in processing grievances:

(a) Step 1: A grievance must be filed within five (5) of the employee's work days after its occurrence is discovered. If a grievance is filed by the Union, it must be filed within five (5) business days (as defined in Section 1.6 of the Agreement) after its occurrence is discovered. A grievance is filed when it is reduced to writing and presented by the employee and/or a Union representative to the Manager. Within five (5) business days after the presentation of the grievance, the Manager and/or Director of the department shall meet with the Union representative and the aggrieved employee or with the employee's Union representative. Step 1 grievance meetings will be conducted at the facility where the grievant is assigned upon request of the aggrieved employee and/or Union representative. If the grievance is not satisfactorily settled within five (5) business days of such meeting, then the grievance may be appealed to Step 2 within ten (10) business days of the response. The Union has the right to waive Step 1 of the grievance procedure and file a grievance directly to Step 2, provided that such a grievance is filed within the timeframe established for the filing of a grievance at Step 1.

(b) Step 2: The Director of Labor Relations of the Authority, or a single representative designated by the Director of Labor Relations of the Authority, within ten (10) business days after the presentation of the written grievance, shall meet with the aggrieved employee, the supervisor who issued the initial report resulting in discipline, and at least one (1) Union representative, in an attempt to satisfactorily adjust such grievance. The Director of Labor Relations of the Authority, or a single designee of the Director of Labor Relations of the Authority, shall notify the Union and the aggrieved employee, in writing, of the Authority's response to such grievance within ten (10) business days after the hearing. If the Authority's response is not satisfactory to the Union, the grievance may be appealed to Step 3 within ten (10) business days of the response. If the Union does not appeal to Step 3, the Authority's Step 2 response shall serve as the Authority's final disposition of such grievance.

(c) Step 3: If the Union appeals to Step 3, the Deputy CEO of the Authority or designee shall, within ten (10) business days after receipt of the Union's appeal to Step 3, meet with the Union President and the aggrieved employee, to attempt to satisfactorily adjust such grievance. The Deputy CEO of the Authority or designee shall notify the Union President, with a copy to the aggrieved employee, in writing, of the Authority's response to such grievance within ten (10) business days after the meeting. The Deputy CEO's or designee's response shall serve as the Authority's final disposition of such grievance, which is subject to appeal to arbitration. The Deputy CEO's designee shall not be the same person who conducted the Step 2 grievance hearing on behalf of the Authority.

Section 5.3 Individual and Union Grievances.

Any grievance affecting two (2) or more employees and involving essentially the same issue or issues, except cases relating to the discharge of an employee, may be considered a Union grievance. A Union grievance, as distinguished from an individual grievance, shall be instituted at Step 2 as outlined above. At Step 2 and Step 3, all grievances must be in writing setting forth the claimed unjust discipline, breach of this Agreement, or misapplication or misinterpretation of this Agreement. Step 2 and Step 3 grievances shall also specifically set forth the Article and Section number of the Agreement claimed to have been breached, misapplied, or misinterpreted.

Section 5.4 Paid Time for Union.

A Union steward or officer, who is needed to represent employees, during periods while the steward or officer is on paid time, will not be docked pay so long as the time spent is reasonable.

Section 5.5 Human Resources Representative.

A representative from the Human Resources Division may sit in on all Step 2 and Step 3 hearings. The representative shall be informed of the date and time established for the hearings and shall strive to attend such meetings. In the event a representative is not present, it shall have no effect, and the hearing shall take place. The representative shall have official capacity in the hearing in the area of Equal Employment Opportunity and Affirmative Action.

Section 5.6 Grievance Forms.

The Authority will furnish to the Union, grievance forms, which must be fully executed in presenting a grievance at Step 2 of the grievance procedure. Such grievances shall be numbered consecutively, beginning with number 1 at the beginning of each Agreement year.

Section 5.7 Time Limits Waiver.

The waiver of any of the time limits set forth above, in any case or cases, shall not constitute a precedent or a waiver of any time limits in future cases, or be used as defense or excuse for future failures to observe any prescribed time limits.

Section 5.8 Supervisory Level Settlement.

The foregoing formal procedure is not intended to foreclose the settlement of grievances at the supervisor level. Such discussions and settlements are to be encouraged at all times.

Section 5.9 Miscellaneous Grievance Provisions.

(a) When a party fails to meet the time limits appearing in this Article or Article 6, the grievance shall automatically be decided in favor of the other party unless the Union and the Authority mutually agree in advance to waive the limits contained in these Articles, except that the timelines will be automatically tolled for the time period in which the parties are communicating regarding the scheduling of any grievance meeting. It is to be understood that the conditions as prescribed in this Section shall constitute full relief as requested on behalf of the grievant, or that the action(s) taken against said grievant shall stand. This applies where “automatically decided in favor of the other party” appears.

(b) Grievance answers must be in writing at all step levels.

(c) In the case of Step 2 and Step 3 grievance answers, the Union may elect to pick up such answers in person at the office of the Authority; provided further that they are not picked up later than the date required under this Agreement and the Union President or their representative shall sign for such grievances by affixing their signature, date and time such grievances were personally picked up.

(d) Grievance meetings shall be scheduled during an employee's regular working hours during a time mutually agreeable to the Authority and the Union; a request to reschedule a grievance meeting shall not be unreasonably withheld. The aggrieved employee shall be paid for all time spent in the meeting (at the applicable straight time hourly rate or overtime, whichever is applicable), which shall be considered time actually worked under this Agreement.

(e) If a grievance meeting cannot be scheduled during an Operator's regular working hours without causing a disruption to service, the Authority and the Union shall use their best efforts to schedule the grievance meeting on a date and at a time that minimizes the inconvenience to the Operator and starting no earlier than one (1) hour before and/or ending no later than one (1) hour after the Operator's regular shift. Scheduling a grievance meeting during the Operator's regular shift/work hours does not cause a disruption to the service if another Operator is available for assignment on the Extra Board.

Section 5.10 Written Notice.

When a written notice is required under this Agreement, except in the case of Step 2 and Step 3 grievances to which Section 5.9(c) of this Agreement applies, such notice shall be considered as given or served on the day a letter is presented in a properly addressed envelope either in person or by U.S. certified mail, postage prepaid, return receipt requested, to the executive office of the Authority and to the executive office of the Union and to the employee at the last address furnished to the Authority by such employee or, in Transportation, when the grievant is notified on their sign-in tape that the grievance answer is ready at the Dispatch Supervisor's office. If not ready, the notice will not be considered given or served at that time. When so mailed or presented, notice will be complete even though no one is present to accept such notice. All time limits shall be computed beginning with the first day following presentation of the notice, excluding Saturdays, Sundays, and holidays.

ARTICLE 6 Arbitration

Section 6.1 Submission to Arbitration.

Unless otherwise specifically provided in this Agreement any grievance, not satisfactorily adjusted at Step 3 of the grievance procedure, may be submitted to arbitration, as hereinafter set forth. At any time prior to arbitration, the parties may use non-binding grievance mediation by mutual agreement.

Section 6.2 Arbitration Submission Time Limits.

(a) If the Union desires to proceed to arbitration, the Union shall notify the Authority of such desire, in writing by notifying the American Arbitration Association (AAA) and copying the Authority, within forty-five (45) calendar days after notice of final disposition of the grievance at Step 3 of the grievance procedure. If the Authority desires arbitration, the Authority shall notify the Union of such desire, in writing, within five (5) business days after final disposition of the grievance at Step 3 of the grievance procedure. If the last day for the timely notification falls on a Saturday, Sunday, or Holidays where COTA's business offices are closed, the deadline for notification shall be extended to the next business day. The AAA will submit a list of seven (7)

names of persons eligible to act as a labor arbitrator who have an office or home address in the State of Ohio. The parties, or designee(s), shall select an arbitrator by alternately striking names from the AAA list until one (1) name remains. Either party may reject one list and request that a second list be submitted to the parties. The selected arbitrator shall conduct a hearing under the procedures set forth under the voluntary Labor Arbitration Rules, currently being used by the AAA. The Arbitrator shall have jurisdiction to determine the arbitrability of a grievance. The arbitrator shall render a decision within thirty (30) days following the close of the hearing. If necessary, such limit may be extended by agreement of both parties.

(b) If the party desiring arbitration wishes to utilize other expedited procedures, it shall so state in its notice, and in such event the parties shall meet within five (5) business days to discuss whether other expedited procedures will be utilized. If both parties agree to utilize other expedited procedures, the grievance will proceed to other expedited procedures.

(c) In any case involving a discharge or suspension of more than five (5) days, where other expedited arbitration procedures have not been utilized, the parties may mutually request a bench decision from the arbitrator.

Section 6.3 Authority of Arbitrator.

The arbitrator shall have no authority whatsoever to alter or vary the items of this Agreement.

Section 6.4 Arbitration Decision.

(a) The arbitrator shall confine themselves to the issue or issues properly before them, and their decision shall be in writing, and final and binding upon the parties.

(b) In discharge cases, the portion of the service record of the discharged employee extending beyond three (3) years back from the date of the discharge may not be submitted into evidence by either party at an arbitration where the justness of the employee's discharge is at issue.

Section 6.5 Arbitration Provisions.

Either party shall be entitled to a separation of witnesses, upon request made to the arbitrator at the beginning of the hearing. The expense of witnesses called by either party shall be paid by the party producing such witnesses. All expenses of the arbitration, except those of the arbitrator (see Section 6.7), shall be borne equally by the parties.

Section 6.6 Use of Arbitration.

The parties further agree that any arbitral issue, except a claim of "lockout," shall be processed completely through the grievance and arbitration procedures provided for in this Agreement, before any recourse is had, to any court or other governmental agency. Only the parties to this Agreement may initiate the arbitration procedure or seek review of an arbitration award.

Section 6.7 Compensation of Arbitrator.

The following provisions will govern the fees and expenses of the arbitrator:

(a) In the event a case which is filed for arbitration results in the Authority's Step 3 answer being upheld in full, the Union will pay the arbitrator's fees and expenses and reimburse the Authority for the costs of all AAA fees.

(b) In the event a case which is filed for arbitration results in the Authority's Step 3 answer being reversed in full, the Authority will pay the arbitrator's fees and expenses and reimburse the Union for the costs of all AAA fees.

(c) In the event a case which is filed for arbitration results in the Authority's Step 3 answer being upheld in part and reversed in part, the fees and expenses of the arbitrator will be shared equally by the Authority and the Union and paid to the arbitrator by each party. Each party will be responsible for its own AAA fees.

(d) In the case where an arbitrator issues a decision, the arbitrator shall, in accordance with Sections 6.7 (a)-(c), decide which party/parties pay the arbitrator's fees and expenses.

**ARTICLE 7
Accident Review Committee**

Section 7.1 Accident Review Committee.

(a) An Accident Review Committee shall be established consisting of two (2) management representatives, two (2) Union Transportation representatives, two (2) Union Maintenance/Facilities Department representatives and an impartial third party, with such impartial third party to be mutually agreed upon. One alternate shall be provided in the Transportation Department section, Maintenance/Facilities Department section, management section, and the impartial section in the event of absence by regular Committee members.

(b) The two (2) representatives from the Maintenance/Facilities Department shall serve only when the Committee reviews accidents in the Maintenance/Facilities Department. The two (2) members from the Transportation Department shall serve only when the Committee reviews accidents involving the Transportation Department.

(c) Members of the Committee from the Transportation Department and the Maintenance/Facilities Department shall be chosen by the Union from a listing of qualified employees as established by mutual agreement. Management representatives shall be chosen at the discretion of the Authority. The impartial third party member and alternate shall be chosen by a striking method similar to that used in choosing arbitrators.

(d) If the impartial third party is compensated, either by payment for services rendered or expenses, then the Authority and the Union shall equally bear such costs.

(e) The Committee members chosen shall serve for the duration of the Agreement. If vacancies occur during the term of the Agreement, new members shall be chosen promptly, using the same method as previously outlined.

(f) The Committee shall meet as required to review those accidents properly brought before it. An accident may be properly brought before the Committee at the request of the employee charged with an accident within three (3) working days (excluding Saturdays, Sundays and holidays) of official notice from the Authority of the accident chargeability.

(g) The Committee's authority shall not exceed determining the preventability or non-preventability of an accident. The Committee is not empowered to judge the discipline administered for preventable accidents. However, if an accident is judged non-preventable by the Committee, the Authority shall change its records to reflect this decision and pay the employee any time lost assessed by the Authority and any time lost to attend the Accident Review Committee hearing. All decisions by the Committee shall be binding on both parties and shall not be subject to grievance or arbitration.

(h) Other details of the Accident Review procedures will be worked out between the Authority and the Union and reduced to writing in the form of an Accident Review Procedure Booklet. This booklet, and any mutually agreed to modifications to it, shall be distributed to all members of the bargaining unit and shall be considered a part of the Agreement.

ARTICLE 8

Wages

Section 8.1 Wages.

The Wage Schedule (Appendix "A") covered by this Agreement shall become effective on the date therein stated and in accordance with the Schedule attached hereto and made a part hereof.

Section 8.2 PERS Pick-Up.

The Authority will pay the full portion of its statutorily-required contribution to the Public Employees Retirement System. All employees will pay their full portion of the statutorily required employee contribution to the Public Employees Retirement System. There will remain a Salary Reduction Employer Pick-up, meaning the employee pays the retirement contributions and the employee's contributions are tax-deferred.

Section 8.3 Longevity Increases

(a) All employees who are not part of the Performance Incentive Program ("PIC") program, as defined in Section 8.4 below, shall receive a longevity increase based upon their respective, in-service date of any job(s), which are covered by this Agreement. Such longevity increase is in addition to the Wage Schedule shown in Appendix A.

(b) The longevity amount shall be one cent (1¢) per hour, per year of service, beginning with five cents (5¢) per hour after five (5) full years of service, and shall cease to increase after reaching a maximum of thirty cents (30¢) per hour after thirty (30) full years of service. All

employees having thirty-one (31) or more full years of service shall continue to receive the longevity amount of thirty cents (30¢) per hour.

Section 8.4 PIC Program

(a) Eligibility

- (1) Employees who were hired since 1/1/2016 or who previously elected to be enrolled in the PIC program shall continue to participate.
- (2) Employees who currently receive a longevity increase may make a one-time election to replace the longevity increases set forth in Section 8.3 above with the PIC program. Such election must be made between January 1 and March 31, 2021, and shall be in writing to the Human Resources Division. Such election is irrevocable and will take effect immediately.
- (3) Newly hired employees with less than a full year of service will receive the PIC on a pro-rated basis for the calendar year, depending on the start date.
- (4) Employees must be on the payroll as of December 31st of the calendar year, except retirees or employees on lay-off who will receive a pro-rated benefit for months actually worked in the calendar year.

(b) PIC Parameters

- (1) The PIC will be earned based on the Authority meeting specific performance objectives. Such objectives shall be determined annually. The Union shall have a representative on any PIC committees.
- (2) Employees shall be eligible to receive the PIC as a percentage of their annual gross wages based on the percentages provided in the PIC program. Notwithstanding any provision in the PIC program, the percentage for bargaining unit employees must be equal to the percentage received by the Authority's unrepresented employees. Such payout will be made on an annual basis, as soon as practicable in the subsequent year, but no later than February 15th, subject to approval of the COTA Board of Trustees. The Union will be provided all periodic PIC updates.

Section 8.5 Cost of Living Adjustment (COLA)

The January 1, 2026 Annual Base Wage Increase will be increased (but not decreased) by the twelve (12) month percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics (BLS), for the period beginning December 2024 and ending November 2025. All COLA increases under the Agreement will become and remain a fixed part of the base wage rate for all classifications. A decline in the CPI-U for the applicable twelve (12) month period shall not result in the reduction of classification

base wage rates. The COLA described above shall apply to every Annual Base Wage Increase thereafter, using the applicable twelve (12) month period of December to November.

ARTICLE 9 **Vacations**

Section 9.1 Vacation Credit.

The terms of this Agreement shall serve as the only basis for vacation leave, and employees hired after February 1, 1993, shall only receive credit for vacation purposes for their years of service with the Authority.

Those employees hired prior to February 1, 1993, and who meet the eligibility qualifications of Section 9.44 of the Ohio Revised Code, are grandfathered and will maintain all benefits. Therefore, consecutive years of active service for employees hired after February 1, 1993, shall only include years of service with the Authority and shall not include years of service with any other entity.

All rights accrued under O.R.C. Section 9.44 or subsequent sections regarding vacation credit for employees hired after February 1, 1993, shall be superseded by this Agreement.

Section 9.2 Vacation Accrual Provisions.

Employees shall earn and be entitled to use vacation as follows:

Years of Active Service	Consecutive Months Before Effective	Hours of Vacation Accrued	Alternate Work Schedule Operators Hours of Vacation Accrued (60%)
1	See below	40	24
2	18	80	48
5	54	120	72
10	114	160	96
15	172	200	120
20	234	240	144
25	294	280	168

Transportation Department:

May use vacation one-day-at-a-time

Maintenance/Facilities Department:

May use vacation in four (4) hour increments for employees working 5/8 shifts May use vacation in five (5) hour increments for employees working 4/10 shifts

(a) Employees may exercise a vacation option right after completing six (6) consecutive months of service. An employee who may exercise this option may choose any vacation week open, but if no vacation dates are open, the employee will have to choose an open

vacation week, which may extend to the following year, but not later than March of the following year. For the employee who has completed one (1) year of service and no vacation dates are open for that year, the employee shall choose open vacation dates during January, February or March of the following year. However, employees exercising this right (before completing twelve [12] consecutive months of service) and who leave the employ of the Authority before having one (1) year of active service, shall be required to reimburse the Authority for any vacation pay, which was paid to the employee exercising the vacation option right.

(b) A week of vacation shall consist of seven (7) consecutive calendar days during which an employee shall be exempt from any duty, except in case of emergency. Vacations will be scheduled at the discretion of management.

(c) Employees shall request their vacation day(s), in writing, no later than fifteen (15) calendar days prior to the day(s) the employee wishes to schedule off. The Authority will either approve or disapprove the employee's request at least seven (7) days prior to the date requested. Once approved, the Authority shall not cancel vacations within seven (7) days preceding the date scheduled off. Seniority will be used in determining approval/ disapproval in cases where the Authority cannot accommodate all requests.

(d) A week of vacation pay shall consist of forty (40) hours at the employee's regular straight time hourly wage rate of pay prevailing at the time the vacation right is exercised.

(e) When all of the above conditions are met, vacations shall be considered as earned and shall be payable on termination of employment or layoff. Absence due to illness or off-duty injury of less than seven hundred twenty (720) hours within a calendar year, and absence due to injury arising out of employment or military service, shall not be considered as a break in continuous service in the matter of vacation. Absence in excess of seven hundred twenty (720) hours in any calendar year, due to sickness or injury not incurred in the course of employment, shall result in the loss of one (1) hour of vacation pay during the succeeding year for each workday of such absence in excess of such ninety (90) workdays, but shall not be considered as a break in service in determining succeeding vacations. In the event that an employee is on sick leave when their vacation falls due, such employee shall receive their vacation pay when due or shall have the option to reschedule such vacation, upon two (2) weeks' notice to their Manager prior to the originally scheduled vacation, to a later date provided there is an opening available. Employees absent by reason of an occupational accident arising out of employment with the Authority, shall be required to have a total of six (6) months active service (in the immediate preceding year) to qualify for a vacation in the succeeding year. However, a Maintenance/Facilities Department employee must work a minimum of thirty (30) days after return from such leave before exercising vacation rights.

(f) Retirees shall be entitled to compensation for prorated vacation for the year in which they retire, calculated in accordance with the following formula:

$$\frac{A - B}{C} \times D = E$$

- a. **A**-calendar days as of retirement
- b. **B**-consecutive sick/personal days taken in excess of 7
- c. **C**-number of calendar days in year
- d. **D**-annual hours of vacation entitlement
- e. **E**-prorated vacation hours

(g) Upon twenty-one (21) days' notice (request), prior to a planned vacation, an employee may receive vacation pay for time they have accrued but not yet used on the payday before commencement of the vacation. The amount will be adjusted for less than a week's pay due to the employee's pending tax, liens, court orders, garnishments, etc. Under no circumstances will an employee be granted another advance at the termination of vacation.

(h) All vacations earned shall be taken, except for those hours "banked" prior to January 1, 2021. Specifically, prior to January 1, 2021, an employee who has earned one hundred twenty (120) hours or more vacation may elect not to take, but to bank, a maximum of eighty (80) hours vacation in any one (1) year; however, an employee who has one hundred twenty (120) hours of earned vacation may only bank forty (40) hours of such vacation. There shall be no limit on the number of hours banked over a period of years, so long as not more than eighty (80) hours are banked in any one (1) year. Once forty (40) hours of vacation is banked, it may never be taken. Instead, upon the employee's death or termination of employment, the employee's estate or the employee, as the case may be, will be paid for the amount of banked vacation to the credit of such employee at date of death or termination of employment, as the case may be. Such hours of vacation banked by an employee shall be maintained on the Authority's records as banked at the straight time hourly rate of pay being earned by that employee as of December 31st of the year in which such hours of vacation were earned. Upon death or termination of employment, the dollar amount paid by the Authority shall be computed by valuing such hours of banked vacation on the basis of the straight time hourly rate of pay, which was being paid such employee on December 31st of the year in which such hours of banked vacation were earned. Employees desiring to bank vacation(s) must make such choice at the initial time of vacation choosing. No vacation earned after January 1, 2021 may be "banked".

(i) Employees shall take a minimum of eighty (80) hours vacation in each entitlement year. Those who wish to work vacation entitlement, in excess of eighty (80) hours, must express their desire to do so at the time of vacation sign-up. This decision cannot be changed for that vacation year. An employee who chooses a vacation must take all of the amount chosen. Employees shall be paid for all non-chosen vacation on the first payday of the following year.

(j) All employees shall choose their vacation week(s) at the time of vacation sign-up in accordance with their respective Department seniority, and further, by board, classification, or line of progression requirements, as the respective case may be.

Section 9.3 Transportation Department Provisions.

(a) Twice per year, a regular Operator who gives fifteen (15) days prior written notice may be marked off on the Saturday and Sunday that immediately precedes the Monday upon which one (1) week of their vacation begins.

(b) Extra Board Operators shall be scheduled off the Saturday and Sunday that immediately precedes the Monday upon which their vacation begins. However, if such mark-off in any way affects the Authority's scheduling during holiday weeks, this right may be exercised only by a number of employees equal to the average number of employees at each station permitted during non-holiday weeks, in the Authority's discretion, to schedule vacations, and these Operators shall be chosen according to seniority.

(c) A Saturday or Sunday may be granted off to a Transportation Department employee during a holiday week immediately preceding the employee's vacation only at the Authority's discretion. By August 15th, Union officials and Management will determine how many vacation slots per week, per station, will be equally distributed throughout the following year.

(d) If vacation weeks become vacant for any reason, the Authority shall permit Operators (only on their respective boards) to choose such vacant vacation weeks based upon their Transportation Department seniority. If no Operator signs up for a vacation period, the vacant vacations will not be removed from posting until two (2) weeks on the Friday before the Monday on which vacation is to begin.

(e) The Union will be responsible for administering and completing the annual vacation pick. COTA agrees to publish a schedule, as designated by the Union, by September 1st of each year setting forth the beginning date of the vacation pick. Any vacations not picked by December 7th will be picked on the following two (2) Saturdays. The Authority will release Union officers and/or Executive Board Members, at COTA's expense, for a combined total of two hundred eighty-eight (288) straight time hours annually for such purposes.

(f) Section 9.3 does not apply to Alternate Work Schedule Operators pursuant to Section 18.15.

Section 9.4 Vehicle/Facilities Maintenance Department Provisions.

(a) When a Maintenance/Facilities Department employee is scheduled to go on vacation, they will not be scheduled to work on the days that would normally be their regular days off and which immediately precede and follow their vacation period, unless the employee voluntarily chooses to work their regular days off only immediately preceding the vacation period with one (1) week notice to their supervisor.

(b) Once per year, a Maintenance/Facilities Department employee who gives thirty (30) days prior written notice will be permitted to change their days off to the Saturday and Sunday, which immediately precede the Monday upon which their vacation is to begin. Where this subsection (b) is applicable, subsection (a), above, is not applicable.

(c) Maintenance/Facilities Department employees will not be required to select a vacation before March 1st of the vacation year. However, any employee who requests and receives (takes) a vacation prior to March 1st, shall have that time treated as their first choice.

ARTICLE 10

Holidays

Section 10.1 Holidays.

(a) The following days are recognized as fully-paid National Holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or the days observed as such holidays. Other holidays are the employee's birthday, anniversary date of employment (Authority seniority date), and a personal day (mutually agreeable between the employee and management). Alternate Work Schedule Operators are entitled to National Holidays but not other holidays (birthday, anniversary, and personal day) pursuant to Section 18.15.

(b) Employees who are not required to work on the days observed as National Holidays shall receive the equivalent of eight (8) hours pay at their straight time hourly rates. Alternate Work Schedule Operators shall receive five (5) hours pay at their straight time hourly rates. Employees working a 4-10 assignment will receive ten (10) hours holiday pay only when the holiday falls on a normally scheduled workday. An employee who is on paid sick leave on a day observed as a holiday will not receive holiday pay and will be charged with and paid for sick leave that day.

(c) Employees scheduled to work on the days that National Holidays are observed by COTA, and who work their full assignment, shall receive eight (8) hours holiday pay (five (5) hours for Alternate Work Schedule Operators), in addition to pay at the rate of one and one-half (1½) times the hours worked on such holidays. The exceptions to this clause are Juneteenth, Independence Day, Christmas Day and New Year's Day. Premium pay will only be paid on June 19th, July 4th, December 25th, and January 1st. This may result in the employee receiving eighty-eight (88) pay hours in one (1) pay period and seventy- two (72) hours in the next. It is noted that this situation may only occur every seven (7) years.

(d) Employees who are not scheduled to work on a day observed as a National Holiday, but who are called in to work, shall be paid the applicable rate for all hours worked, with a minimum of four (4) hours pay at straight time hourly rates, plus eight (8) hours holiday pay. In order to be eligible for holiday pay for any of the holidays set forth in Section 10.1(a), an employee must meet the following conditions:

On all National Holidays, employees must complete all scheduled work assignments on both their last normally scheduled work day preceding National Holidays and on their first normally scheduled work day following each National Holiday. Employees on any leave approved by COTA (but not sick leave), such as vacation, bereavement, union business, or jury duty, must have worked their last normally scheduled work day preceding National Holidays and their first normally scheduled work day following National Holidays before going on such leave, in order to be eligible for holiday pay.

(e) The personal day earned by employees shall be taken within the calendar year or will be paid to the employee on the first pay period after the ending of the calendar year. An

employee who has earned, and not taken, the personal day shall be paid at their respective straight time hourly rate of pay in effect at the end of the calendar year.

(f) Employees shall request their personal day no later than fifteen (15) calendar days prior to their choice of day wanted. The Authority shall either approve or disapprove such request within seven (7) calendar days prior to the day requested. If approved by the Authority, such approved personal day shall not be cancelled by the Authority.

(g) Employees may request their personal day as late as sixty (60) minutes before their scheduled starting time, but the granting of such personal day shall be at the discretion of their supervisor, and the non-granting of such request is not subject to the grievance procedure.

(h) An employee returning from a long-term illness (over thirty (30) days) collecting weekly sick benefits will be paid for only their birthday holiday and/or anniversary day holiday that fall within that period. An employee receiving workers' compensation wage payments or on a no-pay status is ineligible for any holiday pay. Payment of these days will be included in the employee's next regular pay period upon return to work. The employee must be qualified for holidays under Article 10, Section 10.1(d) prior to going on the sick list in order to be eligible for these payments.

Section 10.2 Supplemental Holiday Pay.

Any employee (other than an Alternate Work Schedule Operator) with the Authority as of November 30 of each calendar year shall receive eight (8) hours of supplemental holiday pay at the employee's straight time rate. This supplemental holiday pay will be included in the employee's paycheck received immediately prior to Christmas, provided the employee is actively employed with the Authority on the date the payment is processed. No specific date will be identified as a holiday for such supplemental holiday pay, no time off will be granted for such supplemental holiday pay, and no premium pay will be paid in conjunction with this supplemental holiday pay.

Section 10.3 Transportation Department Provisions.

(a) The birthday and anniversary date of employment (Authority seniority date) shall be taken on the effective day of such holiday. If such holiday(s) fall during a period where the employee is not scheduled to work, the employee will have the option of working or not working on the next scheduled workday. In order for an employee to exercise the option to work the next scheduled workday, the employee must notify the Authority at least seven (7) days' prior to such holiday involved. If the employee does not provide such notice, the employee will not work the next scheduled workday, but will be paid the holiday pay on the next scheduled workday. An Operator who has not worked under this provision will nevertheless rotate with the board in the same manner as they do on one of their regular days off.

(b) Transportation Department employees may take birthday or anniversary holidays within 365 days of birthday or anniversary if the Division Supervisor is given seven (7) days' notice of employee's intent to do so prior to the original birthday or anniversary date. However, where such an employee has elected and been permitted to move or transfer the date on which they are to celebrate a holiday under a provision of this Agreement, this provision shall not prohibit the

scheduling of such employee on the original holiday, i.e., the actual date recognized by this Agreement as the holiday. Management shall have the right to refuse such a request for the specific day requested. Failure to schedule within the 365 day period referenced will result in the loss of the birthday and/or anniversary.

(c) Regular days off will not be changed on holiday weeks.

(d) An Operator who makes a miss on a holiday will lose that portion of the holiday pay until such Operator reports to their station either in person or by telephone.

(e) When a holiday is observed during an Operator's vacation (see birthday and anniversary date above), they shall receive eight (8) hours (five (5) hours for Alternate Work Schedule Operators) holiday pay but no extra day of vacation will be allowed.

(f) Operators shall be paid for their personal day, anniversary day, and birthday at their straight time hourly rate for a minimum of eight (8) hours or the actual run time (for both 5-8 or 4-10 assignments) at straight time hourly rate.

(g) Regular Operators scheduled to work on a premium paid holiday with a holiday schedule will have the option of giving away holiday runs according to prescribed procedures established for giving away overtime.

Section 10.4 Maintenance/Facilities Department Provisions.

(a) When a holiday is observed, with the exception of anniversary or birthday holidays, during an employee's vacation, they shall receive holiday pay, but no extra day of vacation will be allowed. The birthday and anniversary date of employment (Authority seniority date) shall be taken on the effective day of such holiday. If such holiday(s) fall during a period where the employee is not scheduled to work, the employee will have the option of working or not working on the next scheduled workday. In order for an employee to exercise the option to work the next scheduled workday, the employee must notify the Authority at least seven (7) days' prior to such holiday involved. If the employee does not provide such notice, the employee will not work the next scheduled workday, but will be paid the holiday pay on the next scheduled workday.

(b) Maintenance/Facilities Department employees may take birthday or anniversary holidays within 365 days of the birthday or anniversary if the Supervisor is given seven (7) days' notice of employee's intent to do so prior to the original birthday or anniversary date. However, where such employee has elected and been permitted to move or transfer the date on which they are to celebrate a holiday under a provision of this Agreement, this provision shall not prohibit the scheduling of such employee on the original holiday, i.e., the actual date recognized by this Agreement as the holiday. Management shall have the right to refuse such a request for the specific day requested. Failure to schedule within the 365 day period referenced will result in the loss of the birthday and/or anniversary.

The Authority will not schedule employees with ten (10) years of Maintenance/Facilities Department seniority to work on National Holidays recognized by this Agreement, provided that a sufficient number of employees (under ten [10] years of seniority) can be moved from other shifts to work such holiday. The Authority shall not schedule employees with twenty (20) years of

Maintenance/Facilities Department seniority to work on National Holidays recognized by this Agreement, unless employees are chosen from the following procedure at step four:

The Authority will schedule Maintenance/ Facilities employees needed to work on National Holidays in the following order, regardless of shift:

Employees who voluntarily sign up to work their shift. Employees who voluntarily sign up to work on any shift.

If not enough employees volunteer in various areas, employees, by order of inverse Maintenance/Facilities Department seniority, will be required to work.

ARTICLE 11
Sick Days

Section 11.1 Sick Leave Accrual.

(a) Employees shall be eligible to earn sick days to a maximum of thirteen (13) days (104 hours) per year (November 1st through October 31st) under the following conditions:

- (1) Employees will start to earn sick days after thirty (30) calendar days of active employment.
- (2) An employee who has completed thirty (30) calendar days of active employment and who has not been absent for more than four (4) scheduled days in a calendar month shall be credited at the beginning of the subsequent calendar month with one sick day (eight (8) hours). Alternate Work Schedule Operators shall be credited five (5) hours.
- (3) An employee, other than an Alternate Work Schedule Operator, who has completed thirty (30) calendar days of active employment, and in addition has completed nineteen hundred and twenty (1920) straight time hours paid, excluding sick hours, within the fiscal year shall be credited with one (1) additional eight (8) hour sick day at the end of such fiscal period.

(b) Employees hired on or after February 1, 1999 shall earn sick leave days according to the following progression:

	Days (Hours) Earned Per Year	AWS Operators Hours Earned Per Year
First Year of Employment	5 (40 hours)	24
Second Year of Employment	7 (56 hours)	34
Third Year of Employment	10 (80 hours)	48
Fourth Year of Employment and Beyond	13 (104 hours)	62

(c) The maximum number of sick days that may be accumulated by any employee shall be one hundred fifty (150) days or twelve hundred (1,200) hours.

Section 11.2 Sick Leave Use.

(a) An employee who uses a sick day(s) when sick/injured, or as a result of the sickness/injury of their spouse, domestic partner, child, legal ward, foster child, or step-child or as authorized under bereavement leave, shall be paid their respective straight time hourly rate of pay as of the day(s) such sick day(s) is used. Employees may use unused accumulated sick day(s) to extend covered bereavement leave consistent with Section 13.1(b) and (c) of the Agreement.

(b) An employee on a 5-8 assignment will be charged eight (8) hours for each sick day used and may use sick days in increments of four (4) hours. An employee on a 4-10 assignment will be charged ten (10) hours for each sick day used and may use sick days in increments of five (5) hours.

Section 11.3 Sick Leave Conversion.

All sick leave will be paid at current hourly rates (November 30 for conversion or date of separation/retirement) and will be considered to be last in first out when used or converted (“sold-back”) during an annual conversion or at separation per the conversion chart in 11.4.

(a) Sick Leave Conversion Upon resignation/termination will be offered to all separating employees, except the following:

- (1) Employees who resign without a 2-week notice;
- (2) Employees who are terminated for any attendance related offenses including AWOL; and
- (3) Employees who are terminated for any offense related to theft, fraud or falsification.

(b) Annual Conversion of such leave shall be available to an employee who has accumulated more than fifteen (15) unused sick days (120 hours) as of November 1st of any given year, may sell any amount over fifteen (15) days back to the Authority, provided that the employee files a written request prior to November 1st of the respective year. The Authority will issue a separate check for the amount of such sick day(s) sold to the Authority on or before December 15th of the year. If an employee elects to sell sick day(s), such unused sick days shall be sold and debited from the employee’s record per the conversion chart in Section 11.4 provided that employees who have used two or less sick days (not counting sick days used for bereavement) shall be permitted to sell-back at one hundred percent (100%) of the current hourly rate, subject to the minimum balance requirements. To qualify to sell back at one hundred percent (100%) of the current hourly rate, employees must have used two (2) or less sick days between November 1st of the previous year and October 31st of the current year, otherwise the conversion chart in Section 11.4 applies.

Section 11.4 Conversion Chart.

Sick leave shall be paid out upon separation or during the annual conversion (see Section 11.3 (b) according to the following schedule (current hourly rate as of November 30 for conversion or date of separation/retirement) :

Years of Experience	% of Current Hourly Rate
Up to 5 Years	0%
5-10 Years	50%
11-15 Years	75%
15+ Years	100%

Section 11.5 Sick Leave Donation Program.

The Authority and the Union shall work cooperatively to establish a sick leave donation program (SLDP) open to represented and non-represented employees of the Authority.

- (a) Donations.
 - (1) If an employee maintains a balance of more than eighty (80) hours of accumulated but unused sick leave, the employee may voluntarily donate any hours over eighty (80) to the SLDP in increments of eight (8) hours;
 - (2) The Authority shall match on an hour-for-hour basis up to a maximum of one hundred (100) hours semi-annually;
 - (3) At least semi-annually, employees shall be given the opportunity to donate hours to the SLDP. Any hours donated shall be withdrawn from the donating employee's sick leave bank as soon as practicable.
- (b) Recipient Employees.
 - (1) An employee who requests donation of sick leave hours from the SLDP must have exhausted all sick leave under this Article and paid vacation leave under Article 9.
 - (2) An employee who requests donation of sick leave hours from the SLDP must do so because of a catastrophic illness or injury to the employee. The requesting employee must submit medical documentation sufficient to support their request for sick leave from the SLDP due to a catastrophic illness or injury.

(c) SLDP Committee.

- (1) All requests for sick leave from the SLDP shall be made to the SLDP Committee which shall be comprised of two (2) represented employees appointed by the Union and two (2) non-represented employees appointed by the Authority. The Committee shall be chaired by the Authority's Chief People Officer, or designee, who shall preside at Committee meetings and be empowered to break any tie votes of Committee members.
- (2) All requests for donations from the SLDP are subject to approval or disapproval by the Committee which shall designate the number of hours, if any, to be withdrawn from the SLDP in response to each request. The Committee's decision is final as to whether and what amount of donated sick leave hours are to be awarded and the Committee's decision in this regard is not subject to the grievance or arbitration procedure.
- (3) Once a donation is approved by the Committee and is made from the SLDP, it shall be paid to the requesting employee at the requesting employee's straight- time hourly rate of pay, regardless of the hourly rate of pay of donating employees. Under no circumstances may SLDP-donated sick leave result in a payout to the recipient employee under Section 11.3.

ARTICLE 12
Insurance

Section 12.1 Insurance Plans and Premiums.

(a) The Authority shall offer employees the medical, dental and vision benefit plans set forth in Appendix C. Employees who are enrolled in the plans shall receive coverage effective the first day of the month after date of hire (example: any employee hired October 15th, insurance would be effective November 1st) and employees on the active payroll shall pay a percentage of the monthly premium (as detailed in Section 12.1(d)) per month of the cost of the group insurance plan (medical, prescription, dental and vision) through payroll deduction. Payments will be deducted twice monthly. Administration of these premiums will be governed by Section 125a of the Internal Revenue Code. Annual premium increases shall not exceed one and one-half percent (1-1/2%) of the annual average straight time salary of the year prior to the annual premium increase, and will be calculated utilizing the lowest percentage monthly premium, currently 8%. For purposes of this section, annual premium increases shall not include any increase in premium caused by any change in percentages as a result of Section 12.1(d).

(b) All employees will have coverage for Medical, Dental, Vision, Short Term Disability/Long Term Disability Benefits, and Life/AD&D insurance subject to Section 12.3, below. The Authority will automatically enroll employees in Short Term Disability/Long Term Disability and Life/AD&D Insurance plans.

(c) Employees may choose whether to enroll in Medical benefits as outlined in Appendix C. An employee must choose either to enroll or to opt-out at the time of hire and/or during an annual Open Enrollment period. If the employee does not make an election, they will

automatically be enrolled in a Medical benefit plan. An employee may only switch from the opt-out plan to coverage under a Medical plan if the employee involuntarily loses their other coverage; at this time, the employee must enroll in a Medical plan within thirty (30) days. Coverage begins at notification.

(d) Participation in the biometrics wellness program means completion of the annual biometrics test.

An employee and spouse, where applicable, who are participating in the biometrics wellness program will make an eight percent (8%) monthly premium contribution. An employee or spouse who chooses not to participate in the biometrics wellness program will make a twenty-five percent (25%) monthly contribution.

These percentages shall apply on an annual basis.

The employee and spouse, if applicable, shall not be sent to an Authority doctor based on any information the Authority receives from the third party provider. This program shall be independent from the Authority's drug testing program.

Annual testing for employees and spouses, where applicable, who are participating in the biometrics wellness program will be conducted at Authority facilities. Any testing of an employee under the annual biometrics wellness program shall be accomplished either when the employee is on work time, or, if not feasible, shall be accomplished with the employee receiving a maximum of fifteen minutes of paid time at the employee's straight time hourly rate. The Authority will provide alternate sites for spouse testing under the biometrics wellness program.

An employee who waives medical insurance under Section 12.3 may, but is not required to, participate in the biometrics wellness program. One half of the cost of such participation shall be deducted from the employee's payment under Section 12.3.

A newly hired employee shall make an eight percent (8%) monthly premium contribution if the employee and spouse, where applicable, participate in the biometrics wellness program. This eight percent (8%) monthly premium contribution shall remain in effect throughout the calendar year after the employee and spouse, where applicable, participate in the biometrics wellness program by completing the annual biometrics test. If the newly hired employee or spouse chooses not to participate in the biometrics wellness program, the employee will pay a twenty-five percent (25%) monthly contribution.

If an employee is required to provide health insurance to an ex-spouse the provisions of the biometrics wellness program shall not be applicable to the ex-spouse, unless required by court order.

The Authority may receive aggregate data regarding its employees' health and wellness from the third party provider. The third party provider shall not, however, share any data with the Authority that identifies the specific test results of the employee and/or spouse other than whether the employee and/or spouse participated, and/or met or failed to meet their individual biometrics wellness program goals. No information that the Authority receives directly from the third party

provider may be used by the Authority to discipline the employee or have any adverse effect on the employee's employment.

Section 12.2 Government Regulation.

Recognizing that government regulation could require changes in benefits and/or administration of the group coverage provided under this Article, the Authority and the Union agree to meet and discuss steps needed to implement the required changes or avoid the assessment of any excise or other tax.

Section 12.3 Medical Opt-Out Option.

An employee may waive medical insurance coverage by electing to opt out and providing the Authority's Human Resources Department with proof of other coverage at time of the election. Opt-out payment will be paid \$400 per month in two (2) equal payments. Employees who are dependents of other employees (spouse or child) may not receive the opt-out payment. An employee who waives medical insurance may participate in the dental and vision plans by paying a twenty-five percent (25%) premium for such coverage.

Section 12.4 Medicare.

(a) Group insurance coverage is provided to employees and dependents who are eligible for Medicare. For employees who elect Medicare while being covered under the Authority's group insurance, the Authority's group insurance will serve as the primary carrier while Medicare will supplement what the group coverage does not pay.

(b) The Authority will coordinate group insurance coverage with all applicable federal/state laws and regulations.

Section 12.5 Dental Plan.

Appendix C sets forth the Dental Plan schedule of benefits.

Section 12.6 Vision Plan.

Appendix C sets forth the Vision Plan schedule of benefits.

Section 12.7 Medical Plan

Appendix C sets forth the Medical Plan schedule of benefits.

Section 12.8 Dependents.

(a) Dependent children under the Dental and Vision Plans are covered by the group plan up to age nineteen (19). If the dependent is a full-time student, the group coverage for such student will be in effect until such student reaches the age of twenty-six (26) years. Dependent children under the Medical Insurance Plan are covered by the group plan as required by state and federal law.

(b) All dependents covered by the Authority's Medical Insurance Plan at the time of the employee's death, will be covered under such plan for one hundred eighty (180) days after the employee's death, if the employee's spouse does not remarry within that period.

Section 12.9 Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance.

All active employees will be provided with \$50,000 in Life and AD&D insurance.

Section 12.10 Voluntary Insurance.

Employees may purchase additional Life and AD&D insurance for themselves and their dependents. The premium, established by the insurance carrier, will be paid 100% by the employee and will be deducted from the employee's first and second paycheck each month (twenty-four [24] pay periods per year).

Section 12.11 Early Retirement-Total and Permanent Disability.

(a) The Authority will grant a term coverage Life Insurance policy, in accordance with the following schedule, for all employees who are determined by Social Security or PERS to be totally and permanently disabled.

(b) Employees with ten (10) to fifteen (15) years of continuous active service-two thousand dollars (\$2,000) Life Insurance or any greater amount the Authority grants to non-bargaining unit employees.

(c) Employees with fifteen (15) years and over of continuous active service-four thousand dollars (\$4,000) Life Insurance or any greater amount the Authority grants to non-bargaining unit employees.

Section 12.12 Normal Retirement.

All employees who retire at age sixty (60) or older and who have twenty (20) or more years of active service shall be granted a four thousand dollar (\$4,000) term coverage Life Insurance Policy or any greater amount the Authority grants to non-bargaining unit employees.

Section 12.13 Early Retirement-Non Disability.

Since the Public Employees Retirement System (PERS) permits early retirement under the age of sixty (60), all employees who, hereafter, retire at an age of less than sixty (60) who have twenty (20) or more years of active service and who qualify for early retirement under PERS shall be granted a two thousand dollar (\$2,000) term coverage life insurance policy. These employees may opt to purchase an additional one thousand dollars (\$1,000) of coverage by paying the Authority directly for the additional coverage. The premium payment would be based upon the existing premium charge to the Authority per one thousand dollars (\$1,000) of coverage. Premium cost to retirees will increase proportionately in accordance with increased premium charges incurred by the Authority. If the Authority grants a greater benefit to non-bargaining unit retirees, the Authority shall extend the greater amount to bargaining unit retirees.

Section 12.14 Insurance Certificate and Bond.

(a) The Authority agrees to provide each retired employee, who is entitled to such, a certificate to evidence the commitment of the insurance carrier to each covered retiree.

(b) The amount of bond submitted to ensure life insurance in the event the Authority ceases to exist shall be in an amount sufficient to guarantee the life insurance as set forth in Sections 12.11, 12.12, and 12.13 of the Agreement for all retirees or employees eligible to retire, but who have continued working. There shall be a redetermination each year (on the anniversary date of the bond) to assess the financial sufficiency of such bond. At the redetermination time, the Authority shall increase or decrease, as the case may be, the amount of the bond to ensure sufficiency of the bond to cover the outstanding liability of said life insurance for retirees under this Section.

Section 12.15 Flexible Spending Accounts.

The Authority agrees to set up Section 125 Flexible Spending Accounts (FSAs) for employee participation. These accounts will consist of a Medical FSA and a Dependent Care FSA. Administration of these accounts will be governed by Section 125a of the Internal Revenue Code.

Section 12.16 Domestic Partner Benefits

“Spouse” and/or an adult “dependent” as used in Sections 12.1, 12.3, 12.4, 12.5, 12.6, 12.7 and 12.8 shall be interpreted and applied as if also referring to “domestic partner.”

**ARTICLE 13
Bereavement Leave**

Section 13.1 Bereavement Leave.

(a) When a leave of absence is requested by an employee because of death in the employee’s immediate family, the following provisions shall apply:

Five (5) consecutive days of bereavement leave shall be granted for the death of the employee’s spouse, domestic partner, child (including miscarriage or stillbirth), stepchild, parent, stepparent, sibling, stepsibling, legal guardian, grandparent, step-grandparent, step-grandchild, grandchild, parent-in-law, sibling-in-law, child-in-law, or individual for whom they are the legal guardian.

If an employee leaves work early upon notification of the death of an immediate family member, that day will not count as bereavement leave. Such leave shall be granted without loss of straight-time hourly rate of pay (or five (5) hours per day for Alternate Work Schedule Operators) so that the employee may arrange for or attend the funeral. The Authority may require documentation to support the need for bereavement leave, including proof of relationship and/or proof of death.

(b) Employees may extend bereavement leave of absence by the use of up to two (2) available sick day(s) (see Section 11.2 of this Agreement) or by the use of any unused accrued vacation days.

(c) Three (3) days of available sick leave or three (3) days of unused accrued vacation days may be used as Bereavement Leave for the death of a family member who is not in the employee's immediate family. Such use shall not be counted against an employee for any reason. The Authority may require proof of relationship as well as proof of death.

(d) No payment will be made under this Article for any day on which an employee received payment by virtue of any other provision of this Agreement.

ARTICLE 14

Military Training

Section 14.1 Application of USERRA.

All employees entering the armed services under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be accorded all of the benefits of such Act and will be provided with a job to which they would have been eligible, by reason of their seniority, if such employee had not been absent for military service reasons. The Authority and the Union will cooperate in every way to qualify such employee for jobs of a higher pay rate if their seniority would have made the employee eligible for promotion to such jobs, except for their absence for military service.

Section 14.2 Reserve Duty.

Employees who are members of the Ohio organized militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, will be accorded all the benefits of Ohio Rev. Code §5923.05 for military service, which requires absence from work. Scheduled regular days off will be considered the days off for any time that an employee attends military service. Employees shall produce evidence of the call or order to military service. After the initial service period described in Ohio Rev. Code §5923.05(A), employees shall provide the Authority with the amount of all military compensation (base pay and allowances), and the call or order, in order to establish the supplement, if any, to be paid according to Ohio Rev. Code §5923.05(B).

ARTICLE 15

Jury Duty

Section 15.1 Jury Duty.

An Employee will receive a full day's pay for working each day of jury duty, less their jury duty pay. For Alternate Work Schedule Operators, an employee will receive five (5) hours pay for working each day of jury duty, less their jury duty pay. Saturday and Sunday will be considered the days off for the week the employee serves on jury duty. Employees shall produce evidence of the amount of juror's compensation and the dates served in order to establish the amount to be paid by the Authority.

ARTICLE 16

Transportation Pass

Section 16.1 Passes.

- (a) Free transportation will be extended to all employees who:
- (1) Are in the active employ of the Authority, or
 - (2) Have reached and been granted normal retirement, or
 - (3) Retire after having been determined by Social Security or PERS to be totally and permanently disabled.

(b) Employees retired from COTA shall be issued a permanent identification pass providing for free transportation on all scheduled routes of the Authority. Appropriate rules and regulations governing the possession and use of such permanent identification may be issued/modified by the Authority.

(c) An employee who qualifies under subsection (b) above shall also be granted a permanent identification pass for a spouse or one legal dependent for the life of the retiree.

(d) Up to four dependents, and a spouse of each active employee will be eligible for their own Dependent Pass (obtained at COTA facility including photograph). This pass must be renewed on an annual basis.

(e) All active employees will be eligible to substitute one (1) of their Dependent Passes for one (1) Guest Pass (obtained at COTA facility including photograph). This pass must be renewed on an annual basis.

Section 16.2 Loss or Theft of Pass.

(a) A permanent identification pass, which is stolen, shall be replaced at no cost to the employee when satisfactory proof of theft is provided. Satisfactory proof of theft is considered to be a copy of an official police report of robbery of the employee's car, person, or place of residence and such report lists the permanent identification pass.

(b) A permanent identification pass, which is lost, shall be replaced at a cost as published by the Authority. However, if such lost pass is returned to the Authority within twelve (12) calendar months after the replacement issue, the employee shall be reimbursed the amount paid for the replacement pass.

ARTICLE 17

General

Section 17.1 New Hires.

(a) Employees may be hired by the Authority for specific jobs. The Authority may hire employees for unusual or emergency conditions, but for not less than a thirty (30) day period. The Union shall be notified as to the nature and probable duration of such jobs, and the name of the individuals employed for such jobs, within five (5) workdays after their employment.

(b) All employees having less than twenty-six (26) weeks (182 calendar days) seniority are probationary employees until the completion of twenty-six (26) weeks (182 calendar days) on-the-job service (for Transportation employees, their probationary period is completed twenty-six (26) weeks (182 calendar days) from their on-board date). A leave of absence for any cause, including illness or layoff in excess of seven (7) consecutive days, shall be deducted in computing such twenty-six (26) week (182 calendar days) period. However, the seniority of such employee shall not be affected by such leave of absence or layoff. Such probationary employees shall have no rights under this Agreement, which may be the subject of a grievance beyond the third step of the grievance procedure. Management's disposition of any such grievance relating to, but not confined to, qualifications and discipline up to discharge shall be final and not be subject to the arbitration provisions of this Agreement.

Section 17.2 Transfers for Medical Reasons.

(a) The Authority shall place bargaining unit employees, who are unable to perform their present duties due to physical condition(s), in another available position in the bargaining unit for which they are physically able to perform and for which they are qualified. To be eligible for such placement, the employee shall have been in good standing during their employment, unless such performance was related to their medical condition. An employee who wishes to transfer, and is eligible, shall request such transfer on appropriate form(s) within fifteen (15) calendar days after the affected employee has been declared unable to perform their present duties due to physical condition by the Authority doctor.

(b) If the Authority does not have an available position for an employee who is eligible, and the employee has exhausted all sick leave and weekly sick benefits, the Authority will then place such employee on inactive status for a period not to exceed sixty (60) days. During this period of inactive status, an employee will continue Authority seniority and health insurance benefits. If there is not an available position after the sixty (60) days, such employee will be medically separated.

(c) If an employee has been notified that either (1) they will not receive their DOT medical certification and/or (2) their CDL will be suspended, for more than eight (8) months due to a serious medical issue, the employee may request an extension of the time period referenced in Section 17.2(b) above, from the Chief Human Resources Officer. Such extension will not exceed one continuous year from the start of the leave. This extension:

- (1) Must be requested within one (1) month from the start of the initial medical leave;

- (2) Must contain all valid medical documentation to support the request; and
- (3) Is subject to verification by COTA's physician as provided in Section 17.3 of this Agreement.

Assuming all conditions are met, the leave will be granted once in an employee's career. If the employee is unable to return to work at the expiration of the leave, they will be medically separated. An employee on leave approved under this subsection may continue group health benefits at their own expense after eight (8) months off.

(d) Any motor coach Operator who is placed in a Maintenance/Facilities Department position under Section 17.2(a) above shall earn Maintenance/Facilities Department seniority while holding the Maintenance/Facilities Department position. If the motor coach Operator recovers from the physical condition, which disqualified the employee as an Operator and resulted in their transfer to the Maintenance/Facilities Department, they may return to the motor coach Operator position, but they may do so only at the start of the sign-up. Upon return to the motor coach Operator position, the employee shall be credited with Transportation Department seniority, without any break as a result of the time they have spent in the Maintenance/Facilities Department, if they have been absent from the Transportation Department for less than two (2) years. If they have been absent from the Transportation Department for two (2) years or more as a result of transfer into the Maintenance/Facilities Department under Section 17.2(a), above, their Transportation Department seniority, upon return to the motor coach Operator position, shall be the amount of Transportation Department seniority that they enjoyed prior to their transfer to the Maintenance/Facilities Department. Any employee returning to the motor coach Operator position as anticipated by this subsection (c) shall lose all Maintenance/Facilities Department seniority they have accumulated.

(e) Any employee who is unable to perform their essential job duties may be placed on or upon request, shall receive a medical leave of absence; provided the employee provides medical documentation that supports their need for leave and provides periodic updates to the Authority's Human Resources Department as determined by the Authority. The employee may return to their former position if the employee's medical condition permits them to return to work within two (2) years of the date of the medical leave of absence. The employee will accrue seniority during the period of medical leave of absence. An employee who returns to work after a medical leave of absence and has worked for at least twelve hundred and fifty (1,250) hours in the preceding rolling twelve (12) month period may be granted another leave of absence for the same or another medical condition. Nothing contained herein shall reduce or limit the employee's rights under any applicable law.

Section 17.3 Medical Exams and Conditions.

(a) A medical examination of an employee may be required at any time by the Authority. Such examinations will be at the Authority's expense, at no loss of time to the employee in any one day, up to but not exceeding, eight (8) hours at straight time hourly rate of pay. Nothing contained herein shall reduce or limit the employee's rights under any applicable law.

(b) An employee who furnishes a doctor's statement indicating overtime work would be detrimental to the employee's health will be excused from overtime work for the period of time covered by the doctor's statement. The Authority reserves the right to send such employee to the Authority's doctor for verification of such sickness, and the employee shall make their doctor's records available to the Authority doctor. Nothing contained herein shall reduce or limit the employee's rights under any applicable law.

(c) If the Authority requires an employee to be marked off on the sick list and then medical evaluations by the Authority's doctor prove negative, the Authority shall reimburse such employee at their respective straight time hourly rate of pay for the days improperly marked off. Any sick day(s) that may have been charged in this connection shall be credited back to the employee. Nothing contained herein shall reduce or limit the employee's rights under any applicable law.

(d) Employees calling in sick/injured will not be required to report for each continuing day of sickness/injury, provided the following information is given to the Authority at the time of the initial call. It will be the sole responsibility of the employee to provide this information:

- (1) Nature of illness/injury.
- (2) Estimated date of return to work.
- (3) If under a doctor's care, the name of doctor.

(e) An employee, prior to returning to work, must follow all rules and regulations governing such return. If an employee has been absent for more than four (4) consecutive work days, they must provide a written doctor's excuse or they will not be entitled to sick pay. The employee has discretion to use this doctor's excuse as an excused absence under the attendance policy.

(f) The Authority has the burden of establishing alleged abuse of sick leave on any day when such abuse is alleged. The Authority also acknowledges that the failure to receive an answer upon a telephone call to the employee's residence does not, by itself, establish such abuse.

Section 17.4 Leaves of Absences/CDL Suspension Leave or Reassignment.

For good cause shown, an employee shall be granted a reasonable leave of absence, the time and period of which shall be determined by the Director. Such leave shall not be granted if it impairs the operations or maintenance of the Authority's property, except as noted in Section 2.9 of this Agreement. No leaves of absence shall be granted to employees for the purpose of accepting other employment. Complaints of employees regarding disposition of requests for leaves of absence, or their duration, shall be subject to the grievance procedure. An employee with a CDL suspension, other than for drug or alcohol reasons, shall be permitted one (1) leave of absence, in their career, without pay or benefits, not to exceed one-hundred and twenty (120) days provided the employee does not otherwise violate the Policy Manual for Represented Employees. COTA may permit an additional leave of absence in its sole discretion. In the alternative, an employee with a CDL suspension, other than for drug or alcohol reasons, will be permitted to work in a non-driving position at the applicable rate of pay for a period not to exceed one hundred and

twenty (20) days provided the employee does not otherwise violate the Policy Manual for Represented Employees.

Section 17.5 Meeting, Training and Call-In Pay.

(a) When an employee is called in for instruction or training, they shall be told the reason why they are being called and shall be paid (at a straight time hourly rate) a minimum of fifteen (15) minutes and in increments of fifteen (15) minutes for all time required.

(b) An employee will be paid a minimum of one (1) hour when told to report from their home to the office. Such time shall be computed on the basis of Authority transportation if available, or, if not available, on the basis of normal travel time by private automobile. Such travel pay allowances shall not be included in computing overtime, but will be included in computing an extra Operator's guaranteed time.

(c) Any guaranteed time, such as intervening time, which overlaps such interview time, will be deducted from the computation of the foregoing compensation. The Authority will make every effort to avoid calling employees for the above when such call(s) would detract from the Authority's operation.

Section 17.6 Award Eligibility.

In determining eligibility for a Transportation Safe Driver Award or a Maintenance/Facilities Department Attendance Award, an employee shall not be penalized, for purposes of time accumulation toward such award, by reason of the first thirty (30) work days of absence per calendar (award) year caused by an industrial injury sustained while on the job. This excusal is limited to one (1) occurrence per calendar (award) year.

Section 17.7 On-The-Job Injury.

When an employee is injured on the job due to a work-related accident and requests or is required to go to a hospital for medical evaluation of the employee's injury and cannot complete their normally scheduled shift or run, then:

- (1) Maintenance/Facilities Department employees will be paid their respective straight time hourly rate of pay until their normal scheduled quitting time.
- (2) Transportation Department employees will be paid their respective normal run time until their normal scheduled run time ends.
- (3) Under no circumstances will an employee be compensated directly by the Authority beyond the employee's respective quitting time or run time, as the case may be.
- (4) Employees who have begun an overtime assignment shall be paid, under this Section, their respective straight time hourly rate of pay until their return to the overtime assignment or release from the hospital, whichever is

the earliest, but in no case shall an employee be paid beyond the employee's scheduled quitting time of the overtime assignment.

Section 17.8 Credit Union.

Employees shall be entitled to have a Credit Union, so long as it does not involve any participation by the Authority other than the making of paycheck deductions authorized in writing by employees.

Section 17.9 Management Work.

Management employees are permitted to replace outside mirrors, windshield wiper blades, tighten mirrors, check fluid levels, and restart buses from the rear by using the starter switch, while on the street. Management employees may carry tools and equipment to meet the requirements of this Section.

Section 17.10 Points of Relief Transportation.

The Authority shall provide transportation via Authority-owned equipment for Operators to points of relief and return to any respective operating station as contained within the Route schedules of the Authority. Such transportation shall only be provided by regular route service and/or via Authority-owned equipment at the option of the Authority.

Section 17.11 CDL Expiration Notification.

(a) The Authority will notify each Operator whose CDL is due to expire in the next sixty (60) calendar days. This notification will be provided on the Operator's sign-in slip

(b) It is the responsibility of each Operator to check such sign-in slip to ensure that they renew their driver's license prior to the expiration date.

Section 17.12 Use of Benefits.

If an employee utilizes any benefits agreed upon in the Agreement for the purpose for which they are expressly intended, the Authority shall not use this utilization against the employee for disciplinary purposes.

Section 17.13 Parking.

(a) All parking spaces as designated (automobile, motorcycles, etc.) except those designated for Authority vehicle parking and spaces designated for visitors, shall be on a first-come, first-served basis.

(b) Parking spaces for disabled employees shall be marked and only disabled employees who qualify for such benefit will be eligible to park in these spaces. These spaces will also be on a first-come, first-served basis among disabled employees.

Section 17.14 Chapter 13 Deductions and Local Taxes.

(a) The Authority shall make arrangements for Chapter 13 payroll deductions under court orders and in accordance with the provisions of applicable laws, rules and regulations.

(b) The Authority will deduct school district income taxes for employees who do not reside in the City of Columbus. The Authority shall continue to deduct City of Columbus income tax for all bargaining unit employees.

(c) If the Authority acquires a payroll system that will allow for employees to request the deduction of additional local income taxes, the Authority will meet and confer with the Union regarding this new offering.

Section 17.15 Court Subpoena.

An employee who is subpoenaed, and appears in court due to such subpoena on Authority related business and, provided further, the employee is/was acting within the responsibility of the employee's job, then:

- (1) The Authority will pay the employee for any loss of wages due to loss of work for such court appearance. The intent of this Section is limited to making the employee "whole" if they suffer a loss of wages from their respective normal scheduled work hours/runs.
- (2) The Authority will release the subpoenaed employee from their work assignment in time to appear at the scheduled court hearing and, upon release from the court by the proper party, the employee will inform their supervisor immediately by telephone to receive instructions if they are to return to work unless such release from court is beyond their normal scheduled quitting time.

Section 17.16 Operation of Authority Vehicles.

Only bargaining unit employees shall operate Authority-owned vehicles and other equipment (excluding Authority-owned automobiles) when such vehicles or equipment are being used to perform functions normally assigned to bargaining unit employees. This provision does not exclude:

- (1) The use of service trucks, etc., by non-bargaining unit employees (when such use is for transportation purposes);
- (2) The use of Authority-owned vehicles and other equipment by Supervisors in non-revenue service (when involving Vehicle Maintenance, such vehicle use will be used for quality control purposes on COTA property and will not be used for disciplinary purposes);
- (3) The use of other Authority equipment by contractors working on Authority property; or

- (4) Other contract articles and sections, which permits such use of Authority vehicles and equipment by non-bargaining unit employees.

Section 17.17 Equipment for Brake Efficiency.

The Authority shall ensure that its equipment for checking brake efficiency is in proper working order and accurately reflects stopping distances. Equipment found defective shall be repaired or replaced promptly.

Section 17.18 Employee Filing of Criminal Charges.

(a) Employees desiring to file criminal charges for acts of a violent nature committed against them by non-employees while in the proper performance of their on-the-job duties, shall be provided the opportunity to consult with an attorney employed by the Authority. If, as a result of such consultation, the Authority's attorney concludes that sufficient evidence exists to support a filing of criminal charges, then the Authority's attorney, if requested, shall assist the employee in filing such charges in the appropriate court of law.

(b) If the Authority's attorney concludes that sufficient evidence exists and assists the employee in the actual filing of such charges, the Authority will reimburse the employee for any lost time (straight time hourly rate of pay) away from their normally scheduled work to attend court hearings or court trials for the purpose of such criminal prosecution. The assistance of the Authority's attorney shall be limited to consultation and assistance in filing charges. Thereafter, the employee shall look to the prosecuting attorney of the particular political subdivision and/or the employee's own counsel for further legal advice or assistance.

(c) If the Authority's attorney concludes that sufficient evidence does not exist for the filing of criminal charges, and the employee disregards this advice, the Authority's attorney will not assist in the filing of charges, nor will the employee be reimbursed for lost time to file charges or to attend court hearings and/or trials.

(d) Where criminal charges are filed against an employee as a result of their operation of an Authority motor vehicle while they are performing on-the-job duties, the Authority will provide counsel (Authority's choice) for the employee's defense, unless the Authority determines that the employee's actions were beyond the scope of the employee's authority. Similarly, where an employee is named as a defendant in civil litigation arising out of the employee's operation of an Authority motor vehicle while they are performing on-the-job duties, the Authority will provide counsel (Authority's choice) for the employee's defense, unless the Authority determines that the employee's actions were beyond the scope of their authority. In either of these situations, where the Authority provides for the employee's defense, the Authority will also reimburse the employee for any lost time (straight time hourly rate of pay) away from the employee's normally scheduled work to attend court hearings or court trials relative to such charges.

Section 17.19 Primary Picket Lines.

No bargaining unit member shall be required to cross a primary picket line, which has been lawfully established.

Section 17.20 Authority Declaration of Emergency.

(a) When the Authority declares an emergency and delays or cancels its scheduled bus service, and such emergency affects the ability of employees to report to work on time, the Authority shall excuse the tardiness caused by the declared emergency. This provision does not relieve employees of their responsibility to make every effort to report to work as prescribed at all times.

(b) Emergent Situations

In the event operations cannot commence or continue as normal when so directed by civil authorities; or because of other government regulations; or the interruption of work is caused by an Act of God, civil disruption, acts of terrorism or other such uncontrollable, emergent events, the Authority and the Union will meet to discuss the impacts of the emergency on daily operations. The CEO or designee shall have the ability to temporarily modify work assignment provisions of the Agreement that reasonably relate to the Authority's response to the emergency situation. All provisions of the Agreement shall be followed once the emergency situation is determined to be ended. The CEO or designee shall ensure there is no loss of employment for employees, or any loss of pay or benefits because of the work assignment changes. All work assignment changes will be discussed with the Union before being implemented. Should a disagreement arise as to the reasonableness of any work assignment change, such challenge may be submitted by the Union to arbitration.

Section 17.21 Emergency Defined.

An emergency is defined as any situation beyond the control of the Authority.

Section 17.22 New Authority Policies.

(a) All new bulletins/memorandums outlining policies/procedures, which directly affect employees of the bargaining unit, shall be given to the Union President in writing at least thirty (30) business days prior to their proposed effective date. This requirement does not include bulletins/memorandums of an urgent nature that cannot be practically delayed for a thirty (30) business day period. In such cases, the Authority shall provide the Union with as much advance notice as practicable.

(b) The Authority acknowledges its obligation to bargain over mandatory subjects of bargaining.

(c) If the bulletin/memorandum establishes a new policy(ies) or procedure(s) regarding a mandatory subject of bargaining that the Union did not demand to bargain over and/or if the bulletin/memorandum establishes a new policy(ies) or procedure(s) that does not regard a mandatory subject of bargaining, the Union shall have the right to appeal such policy or procedure(s) through the grievance and arbitration procedures as outlined in the Agreement. If arbitration is sought, the results of such arbitration shall be binding on both parties.

(d) All newly established policies or procedures that are not mandatory subjects of bargaining shall remain in force until changed by the Authority or relieved by the grievance or arbitration procedure.

Section 17.23 Communications Lump Sum.

The Authority needs and intends to communicate with its workforce on a regular basis to timely apprise them of general communications and updates, sometimes outside an employee's regular work hours. Employees will be paid a lump sum payment of thirty dollars (\$30) per month to compensate them for time spent reading Authority emails, text messages, and/or communications sent through other technological means to an applicable group of employees. The Authority may terminate this provision within its discretion. Employees on unpaid leave for thirty (30) days or more are not required to check COTA emails, text messages, and/or communications and are ineligible for the Communications Lump Sum payment.

Section 17.24 CTA Bonus.

Employees will be eligible for a one-time lump sum bonus of one hundred dollars (\$100) for completion of the Experience Columbus Certified Tourism Ambassador ("CTA") program. Employees are not required to participate in the CTA program. This bonus is only available so long as Experience Columbus continues to provide this program and the Authority pays for any cost of the employee's participation in the program, either for initial certification or certification renewal. Time spent for completion of the program does count as "hours worked" but will be paid at the straight time rate. To be eligible for the bonus, employees must submit a Certification of Initial Completion (or equivalent). The bonus will be paid as a part of the employee's next regularly scheduled payday after submission of the Certificate of Initial Completion.

Section 17.25 Joint Training Program Committee

Consistent with a progressive approach to labor-management relations, to provide a forum for the Union to communicate to the Authority ideas it has developed through consultation with subject matter experts within the bargaining unit, and to ensure the timely and efficient implementation of agreed to improvements to training, the parties shall within thirty (30) days of the effective date of this Agreement establish a Joint Training Program Committee (JTPC). The purpose of the JTPC is to review and discuss potential improvements and/or concerns related to the training programs for bargaining unit employees. The JTPC shall meet at least quarterly. The JTPC shall be comprised of three (3) members selected by the Union and three (3) members selected by the Authority. The Authority shall release Union JTPC members for the meetings. Union JTPC members shall not lose pay or benefits as a result of attending meetings. The Union is not required to reimburse the Authority for pay or benefits for members who attend meetings. The JTPC shall have no authority to modify this Agreement.

Section 17.26 Joint Quality of Work Life Improvement Committee

Consistent with a positive approach to labor-management relations, and to provide a forum for the Union to communicate to the Authority ideas it has developed through consultation with

members of the bargaining unit, and to ensure the timely and efficient implementation of agreed-to improvements to the quality of work life, the parties shall within thirty (30) days of the effective date of this Agreement establish a Joint Quality of Work Life Improvement Committee (JQWIC). The purpose of the JQWIC is to review and discuss potential improvements and/or concerns related to quality of work life for bargaining unit employees, and to consider strategies to improve retention and recruitment. The JQWIC shall meet at least quarterly. The JQWIC shall be comprised of three (3) members selected by the Union and three (3) members selected by the Authority. The Authority shall release Union JQWIC members for the meetings. Union JQWIC members shall not lose pay or benefits as a result of attending meetings. The Union is not required to reimburse the Authority for pay or benefits for members who attend meetings. The JQWIC shall have no authority to modify this Agreement.

Section 17.27 Commitment to Cooperation on Technology and Related Issues

- (a) The Authority will not implement the use of autonomous vehicles or any other mode of autonomous transportation (e.g., rail) without first negotiating with the Union and obtaining the Union's agreement. Without limiting the foregoing, a qualified operator in the bargaining unit must be on-board any autonomous vehicle or other form of autonomous transportation.
- (b) The Authority will not implement new or modify existing technology that directly or indirectly causes the discharge or layoff of bargaining unit employees or a reduction in their pay or benefits.
- (c) The Authority will not directly or indirectly enter into any partnerships, joint ventures, contracts or other agreements or arrangements of any kind with private providers of scheduled, fixed, on-demand, first/last mile, micro-transit, or any other forms of passenger service (e.g., bus, rail) or maintenance related to such transportation services without first negotiating with the Union and obtaining the Union's agreement. Nothing contained herein prohibits contracting for paratransit services in accordance with Article 21.14 of the Agreement.
- (d) If a new technology or a service innovation creates new transportation (e.g., bus, rail) operator or maintenance jobs related to such transportation services or job tasks related thereto, those jobs shall be filled and that work shall be performed by bargaining unit employees. The Authority shall pay for and provide all required training.
- (e) If a new technology or a service innovation changes then-current bargaining unit jobs and thus requires upgraded or additional skills in then-current bargaining unit jobs, the Authority shall pay for and provide all required training.
- (f) Any disputes arising out of this process shall be subject to the grievance and arbitration procedures in this Agreement.

ARTICLE 18

Transportation Department - Hours of Work and Working Conditions

Section 18.1 Work Week.

(a) The normal basic work week for all Operators shall either be four (4) or five (5) workdays within the period Monday through Sunday. The normal basic workday for all Operators shall be either eight (8) or ten (10) hours. Operators with a 4-10 assignment shall have three (3) regular, consecutive days off per week. As many Operators as possible with a 5-8 assignment shall have two (2) regular, consecutive days off per week, taking into consideration Union input and the operational factors referred to in Section 18.36. Except in cases of emergencies, no Operator shall be required to work more than five (5) days in any work week. Operators shall not be required to work more than seven (7) consecutive days without a day off (6 consecutive days for Operators on a 4-10 assignment) unless such schedule is chosen or is necessary to ensure the equitable distribution of days off on weekends.

(b) In order to adhere as closely as possible to a forty (40) hour week, the Authority may schedule more than two (2) "days off" in any week to Operators of long runs. Operators choosing long runs will notify the Authority in writing at the sign-up whether they will work such extra day off. If an Operator elects to work such day, they will be assigned to their regular run on that day. However, if an Operator elects not to work such day, then such day will be concurrent with their regular day(s) off. The election made by the Operator will be irrevocable until the next sign-up.

Section 18.2 Straight Runs.

The Authority shall create as many straight runs as possible, taking into consideration Union input and the operational factors referred to in Section 18.36. All regular straight runs having a schedule of six (6) hours, or more, shall pay a minimum of eight (8) hours. All regular straight runs having a schedule in excess of nine hours and twenty-nine minutes (9:29), shall pay a minimum of ten (10) hours. For Operators with a 5-8 assignment, all hours in excess of eight (8) hours in any one (1) day, shall be paid for at the rate of time and one-half (1-1/2) the Operator's straight time hourly rate. For Operators with a 4-10 assignment, all hours in excess of ten (10) hours in any one day, shall be paid for at the rate of one and one-half (1-1/2) the Operator's straight time hourly rate.

Section 18.3 Swing Runs.

After the Authority creates as many straight runs as possible, it shall create as many swing runs as possible, taking into consideration Union input and the operational factors referred to in Section 18.36. Any two (2) or more assignments of work of at least six hours connected to form a run shall be known as a "swing run." Such swing runs completed within a spread time of ten (10) hours inclusive, shall pay actual scheduled time with a minimum of eight (8) hours. All such runs not completed within a spread time of ten (10) hours inclusive, shall pay actual scheduled time with a minimum of eight (8) hours plus a penalty of one and one half (1- 1/2) time for all time over ten (10) hours spread. Spread time will be paid only on swing runs. For Operators with a 5-8 assignment, all hours in excess of eight (8) hours in any swing run is subject to premium time of

one and one-half (1-1/2) the Operator's straight time hourly rate. For Operators with a 4-10 assignment, all hours in excess of ten (10) hours in any swing run is subject to premium time of one and one-half (1-1/2) time. In no event will any penalty of one and one-half (1-1/2) time be compounded into double time and one-half because an employee's time is subject to premium time of one-half (1/2) time for time in excess of eight (8) hours. All available assignments that may be regularly required will be combined to form swing runs, providing the spread time penalty does not exceed one (1) hour and the actual schedule time is not less than eight (8) hours. Such swing runs shall be posted for selection at the same time all regular runs are posted, as provided in Section 19.7 (a), and they shall be selected according to seniority. In case these runs are not chosen, they shall be scheduled and posted on the schedule board and will be rotated on a daily basis among the Extra Board Operators during the first week of any pay period, and may be assigned the second week in accordance with the provisions of Section 18.13 among the Extra Board Operators. The number of swing runs and the spread time and hours worked of the runs posted, are subject to change as conditions may warrant.

Section 18.4 Combination Runs.

After the Authority creates as many swing runs as possible, it shall create as many combination runs as possible, taking into consideration Union input and the operational factors referred to in Section 18.36. "Combination Runs" will pay a minimum of eight (8) hours. These combination runs will be made up from pieces of work left over, after straight and swing runs have been made, that constitute at least six (6) hours of work time. All such runs not completed within a spread time of ten (10) hours inclusive, shall pay actual scheduled time with a minimum of eight (8) hours plus a penalty of one and one half (1 1/2) time for all time over ten (10) hours spread. For Operators with a 5-8 assignment, all hours in excess of eight (8) hours in any combination run is subject to premium time of one and one-half (1 1/2) the Operator's straight time hourly rate. In no event will any penalty of one and one-half (1 1/2) time be compounded into double time and one-half because an employee's time is subject to premium time of one-half (1/2) time for time in excess of eight (8) hours.

Section 18.5 Sunday Runs.

All Sunday runs shall pay a minimum of eight (8) hours for regular runs and a minimum of four (4) hours each for both "odd" and "tripper" runs.

Section 18.6 Overtime Provisions.

- (a) There shall be three (3) overtime lists in the Transportation Department as follows:
 - (1) Regular Overtime List: All regular early Operators, regular late Operators and regular swing run Operators shall rotate in their turns on trippers (up to three (3) per week), and shall not be excused from performing such assignment, except in case of emergency, unless a qualified Operator is willing to take the assignment at the request of the Operator originally marked up for such work. Both Operators shall arrange the change with the Division Supervisor. The same condition shall apply to Extra Board Operators.

- (2) Voluntary Overtime List: Any Operator wishing to be considered for overtime may elect to sign on to this list at sign-up. Operators will remain on this list for the duration of the sign-up period. All Operators on this list must work any overtime assigned even on scheduled days off and holidays. Overtime shall be assigned by seniority and rotate by assignment. The list shall be balanced by assignment, not hours. The Operator will be responsible for calling in and checking if they have been marked up for overtime. In the event of a misadministration of overtime on either list by the Authority, the aggrieved employee will receive the overtime pay they would have received but for the misadministration of overtime, paid at their applicable overtime rate; provided however, the employee must raise the issue within seven (7) days of the error to the Senior Supervisor or Division Manager of Transportation.
- (3) Song Bird List: Regular Operators having ten (10) years or more of seniority may elect not to operate such trippers, but the Division Supervisor must be notified of such election on or before each run selection date as set forth in Section 19.7(a); provided, however, that in case of a shortage of Operators to work such trippers, such election may be suspended by management on a seniority basis. The boards will be marked up in the following order for overtime assignments:
- Extra Board Operators scheduled to work.
 - Regular Operators overtime list.
 - Voluntary overtime list Operators (all eligible Operators working on their regular scheduled work day will be utilized first to fill overtime assignments before using Operators on their scheduled days off).
 - Song bird list, if needed.

The decision to determine the necessity for overtime remains with the Authority. Reference 18.15 (c) for assignments made at the straight-time rates.

Section 18.7 Additional Work to Runs.

The Authority shall have the right to add pieces of work, to what was previously considered as regular, swing and combination runs. When such new runs are bid, they shall pay a minimum of eight (8) hours at the straight time hourly rate. No other payment of premium or penalty provision contained in this Agreement shall apply to these runs with the exception of:

- Daily overtime, after eight (8) work hours for Operators with a 5-8 assignment and after ten (10) work hours for Operators with a 4-10 assignment.
- Run guarantee as stated in Sections 18.2 and 18.4 above.

- Spread time as stated in Section 18.3 above.

Section 18.8 Schedule Time for Tripper Work.

Except as provided in Section 18.9 below, all tripper work performed by regular or Extra Board Operators who do not work a regular run on the same day, will be allowed actual schedule time at the straight time rate as follows:

- Two (2) hours will be allowed for all work having schedule time of less than two (2) hours.
- Trippers having schedule time of over two (2) hours will be paid for actual schedule time.

Section 18.9 P.M. Trippers.

Operators assigned P.M. Trippers that may be connected with p.m. meal reliefs or any P.M. Trippers starting out on one station and continuing on another station or stations, will be allowed actual straight time from time first out to time of completion of p.m. work. When additional evening service is marked for some special occasion, such as return trips from baseball stadiums, coliseums or similar places where sports or such events are held, all intervening time up to a maximum of one (1) hour and thirty (30) minutes will be paid.

Section 18.10 Time Considerations.

(a) As an attempt to avoid too many emergency assignments with regard to trippers, the Authority will mark up trippers by 9:00 a.m.

(b) Any regular run registering on before noon (12:00 p.m.) shall be considered an early run.

(c) Any regular early run, swing run, late run, or combination run Operator absent from work by reason of illness, disability, or unpaid leave of absence, must "O.K." to their Division Supervisor by 1:00 p.m. on the day prior to their return, in order to be marked up on their regular assignment.

(d) Any regular late run Operator who is relieved from their run after the 2:00 p.m. board mark-up by reason of illness, disability, or unpaid leave of absence, must "O.K." to their Division Supervisor by 7:30 a.m. the following day, in order to be marked up on their assignment.

(e) The Authority shall post the board no later than 5:00 p.m.

Section 18.11 Work Guarantee for Extra Board Operators.

Extra Board Operators, when available for work, shall be guaranteed forty (40) hours per week at straight time hourly rates averaged over a biweekly payroll period. Provided further, that any person missing an assignment, absent on account of illness or disability, on leave of absence, or under suspension shall lose one (1) day's proportion of this guarantee for each day of missing,

absence, leave of absence, or suspension. The days that Extra Board Operators may be marked off on “no-report” will have no effect on this guarantee. All work performed by an Extra Board Operator on any holiday will be counted as straight time hours for purpose of this guarantee.

Section 18.12 Provisions for Extra Board Operators.

(a) All Extra Board Operators shall have at least two (2) scheduled days off each week. The Authority shall schedule as many Extra Board Operators with two (2) consecutive days off as possible. The schedule of days off shall be posted no later than fifteen (15) days before the effective date of the next four (4) week period.

(b) When an Extra Board Operator works on their regular scheduled day off, such work may be assigned at the discretion of the Division Supervisor, but shall not be included in computing their bi-weekly guarantee.

(c) Operators may trade days off if another Operator is willing to trade. Both Operators shall arrange the change with the Division Supervisor and fill out the appropriate form. The request must be submitted no later than eight (8) calendar days prior to the day(s) to be traded. The Authority shall either approve or disapprove such request within seven (7) calendar days prior to the day(s) to be traded. If approved by the Authority, such approved trade shall not be cancelled by either the Authority or the Operator. In order to trade day(s) off, the following must prevail:

- Both Operators must work the same board.
- Both sets of day(s) off must be within the same work week.
- Both Operators must be available for work (neither can be on vacation, anniversary, birthday, or personal holiday).
- Regular Operator can only trade with a regular Operator, Extra Board Operator can only trade day(s) off with an Extra Board Operator.
- Days off cannot be traded if being worked by relief Operator. Section 18.1(a) does not apply under this section.
- Both Operators must work either an eight (8) hour or ten (10) hour work schedule.

Section 18.13 Extra Board Provisions.

(a) Except as otherwise provided in Section 18.11 above, the rotating system shall be used for all extra boards at each division. All work shall be given in turn to Extra Board Operators.

(b) When posting the board for each work day, the available Extra Board Operators will be listed in inverse order of their accumulated work hours to equalize work. The extra work required for that work day will be assigned to these Extra Board Operators in the order of that day’s listing.

(c) The a.m. Extra Board for the following day will not be made up before 2:00 p.m. daily.

(d) Any Extra Board Operator absent from work by reason of illness, disability or unpaid leave of absence, must "O.K." for work to their Division Supervisor by 1:00 p.m. on the day prior to their return, in order to hold a board position for the following day.

(e) Any Extra Board Operator who has not been assigned an a.m. assignment at the 2:00 p.m. daily board mark-up will be marked up on their p.m. assignment for the following day. The assignment for extra board positions for this mark-up will be from the bottom of the board up.

(f) The Authority shall post the board no later than 5:00 p.m.

Section 18.14 Float Board.

(a) The Authority may implement a separate extra board to be identified as a "Float Board." The number of Operators permitted to be assigned on this Float Board will be at the discretion of the Authority. Whenever there is a shortage of Operators on any other board, the Authority may use such Float Board personnel to fill such shortage. Float Board Operators shall be used on their regular day to work before assigning overtime. The designated quantity and names of Operators assigned to the Float Board shall be posted at each facility after the completion of each sign-up with a copy to be furnished to the Union.

(b) Extra Board Operators will be permitted to bid on such Float Board in accordance with Transportation Department seniority. In the event no Operators, or an inadequate number of Operators fail to bid on such Float Board, then the Authority will assign Operators from the extra board by inverse order of Transportation Department seniority from other boards. Extra Operators who bid on such Float Board will be required to know all runs from all boards, but such Operators will not be paid any additional compensation for being trained on such runs.

If the Authority must assign extra Operators to such Float Board, then the Authority will pay the extra Operator for being trained on the runs on other boards (excluding the board the extra Operator is assigned) in accordance with the following: An extra Operator who must be trained under this Section will be paid up to forty (40) hours at a straight time hourly rate of pay for such training.

(c) When an extra Operator is assigned to the Float Board, they will hold their position on their assigned board until returned to such board on their next scheduled work day. However, they will move on their assigned board for that day in the same manner as on a scheduled day off.

(d) When Float Board Operators are being used, they shall be assigned as reserve back-up Operators to the regular assigned report Operators, and placed at the bottom of the report positions. They shall remain on report and shall not be utilized until all other regular assigned report persons have been used. It is mutually agreed by both parties that at no time will Float Board Operators interfere with the normal rotation of all assigned work on each respective board.

(e) The number of report persons used each day shall be for early shifts and late shifts. The number of Operators required on these reports to protect work shall be determined by the

Authority. However, it is the intent that there will be Float Board report persons used when needed. Their report board position shall be below any other non-Float Board extra person used on that day.

(f) If an Extra Board Operator volunteers (bids) for Float Board, they will be required to serve on Float Board for a period of one (1) year, unless they elect to sign on regular work during this year. If an Operator is drafted to serve on Float Board, they shall serve until such time that an Extra Board Operator with less seniority becomes available. Then said Operator would stop serving on Float Board at the time of the next sign-up.

Section 18.15 Alternate Work Schedule Operators

(a) The Authority shall have the ability to hire Alternate Work Schedule Operators who will not work more than thirty-five (35) hours a week. The number of Alternate Work Schedule Operators employed by the Authority will not exceed ten percent (10%) of the total number of Operators employed by the Authority as of November 1 of each year.

(b) Current Operators may elect to serve as an Alternate Work Schedule Operator for the following calendar year during the November bid. Current and retired Operators shall have preference in filling Alternate Work Schedule Operator positions.

(c) Alternate Work Schedule Operators shall be assigned extra work and/or open work. If they work on the FLEX Board, they will receive their regular hourly rates.

(d) The boards will be marked up in the following order for open/extra work assignments:

- a. Extra Board Operators
- b. Alternate Work Schedule Operators
- c. Overtime assignments (Section 18.6)

(e) Alternate Work Schedule Operators are subject to the provisions in this Section and other Articles in the Agreement, except as set forth in Sections 9.3(f), 10.1 (a, b & c), 10.2, 10.3 (e), 11.1 (a)(2 & 3), 13.1 and 15.1.

Section 18.16 Work Day Inclusions and Exclusions.

The eight (8) or ten (10) hour day shall include all time worked to which overtime rates do not apply; it shall include “in” and “out” time and “travel” time, which is included in operating schedules, and also allowed intervening time, except intervening time as set forth in Section 18.27, below. It shall not include time reporting to the Accident Investigation Department, the courts, or an interview with management for the purpose of discussing contemplated or actual disciplinary action, (unless such reports result in the loss of straight time or overtime to employees) or time allowed for the preparation of accident reports, incident reports, or guaranteed swing-time, guaranteed trip per time, or any other work for which the equivalent of time and one-half (1 ½) is paid.

Section 18.17 Pay for Work on Days Off.

Any Operator shall be paid time and one-half (1 ½) for all work performed on any of their regularly scheduled days off, irrespective of the number of hours or days actually worked in a week.

Section 18.18 Overtime Considerations.

All work performed by any Regular Operator before the starting of the regular run, or after the completion thereof, shall be considered as overtime and shall be paid for at the rate of time and one-half (1-1/2) for actual schedule time with a minimum of one (1) hour and twenty (20) minutes at the overtime rate.

Section 18.19 Tripper Overtime.

All Extra Board Operators who, in addition to a full scheduled regular base run, or any other scheduled run, including swing and combination run work, are required to operate a tripper or perform any extra work shall be paid for such tripper or extra work at the rate of time and one-half (1 1/2) for actual schedule time with a minimum of one (1) hour and twenty (20) minutes at the overtime rate.

Section 18.20 Supper Money.

An Operator with a 5-8 assignment working ten (10) or more consecutive hours, or an Operator with a 4-10 assignment working eleven (11) or more consecutive hours, with less than ten (10) minutes between work, will be paid non-routine and occasional supper money in the amount of twenty dollars (\$20.00). Non-routine and occasional supper money will be paid on regular paydays.

Section 18.21 Check-In and Check-Out Pay.

(a) Five (5) minutes will be allowed before the start of each run for the preparation of equipment and facilities for the day's assignment, an additional fifteen (15) minutes will be allowed for taking equipment from the station. Five (5) minutes will also be allowed for the storage of the equipment and the completion of the necessary steps for checking in transfers, and registering time off at the end of each day's assignment. These allowances shall be added to the schedule time of the run and other work.

(b) The check-in report time for Operators who are leaving the station for relief assignment(s) shall be five (5) minutes in advance of the time that the route service and/or Authority-owned vehicle is scheduled to depart from the McKinley Ave. or Fields Ave. facility.

Section 18.22 Pay for Specific Actions.

(a) Employees who are required to report to the Claims Office on Authority business shall be paid for actual time at regular straight time hourly rate of pay or overtime, as applicable. Accident reports shall be made and submitted before the affected employee departs the station after the completion of that day's work.

(b) An Operator interviewed at a station by an agent of the Authority regarding an incident, or required to submit an Incident Report, shall be paid actual time at the straight hourly rate of pay or overtime rate, as applicable, for such interview or such report, unless such interview or report takes place during paid intervening time.

(c) Operators required to attend safety training classes will be paid actual time at the regular straight time hourly rate of pay or overtime, whichever is applicable, unless such training class takes place during paid intervening time.

Section 18.23 Report Pay.

When Operators are required to “report” they will be paid actual time with a minimum of two (2) hours pay at the straight time hourly rate of pay. There shall be at least two (2) “reports” daily, one (1) for early shifts and one (1) for late shifts. The number of Operators required on these “reports” to protect work shall be determined by the Authority. “Report” time shall be considered regular work and subject to overtime rates.

Section 18.24 Travel and Wait Pay.

Operators who are relieved on the street shall be paid for all shuttle travel and scheduled wait time, plus five (5) minutes after arrival at the applicable facility. This time allowance shall also apply where an Operator leaves from McKinley or Fields and relieves on the street. Further, it shall apply when the Operator ends on the street and returns to McKinley or Fields. All paddles shall reflect the scheduled arrival time at the applicable facility. This time will be paid at the straight- time rate or overtime rate, whichever is applicable. This time is considered hours worked and is included in the run time. In all instances in order to qualify for pay under this section an employee must swipe at McKinley or Fields when they begin and/or end their work.

Section 18.25 Supervisor and Student Operators.

The Authority reserves the right to place supervisors and students on any line to haul passengers at any time for the proper training of such students provided that the regular schedule for such line or lines shall not be affected by such training. All Operators, while instructing student Operators, shall be paid five dollars (\$5.00) per hour in addition to their straight time hourly rate. A list of voluntary instructors will be established and the Authority will determine those Operators to be used for this purpose.

Section 18.26 Intervening Time.

Intervening time, up to a maximum of one (1) hour and thirty (30) minutes, shall be paid for the following: Time between a.m. assignments or time between p.m. assignments not assigned together provided, however, that a “regularly scheduled run,” a “swing run” and a “report” shall not be considered as an “assignment” for the purposes of the interpretation or application of this Section.

Section 18.27 Intervening Time Payments.

(a) All intervening time up to a maximum of one (1) hour and thirty (30) minutes shall be paid for the following:

- (1) Time between regular a.m. runs and p.m. assignments (other than the special assignments described in Section 18.9).
- (2) Time between all p.m. runs and assignments to terminate after 11:45 p.m. and a.m. assignments scheduled out prior to the following 9:45 a.m.

(b) All intervening time, as provided for in this Section, shall be paid at the straight time hourly rate of pay and shall not be included in computing overtime or holiday premium time.

Section 18.28 Off-Duty Time.

There will be at least ten (10) hours off duty for any Operator after the completion of a p.m. assignment.

Section 18.29 Daily Intervening Time Payment.

Up to a maximum of one (1) hour and thirty (30) minutes of intervening time shall be paid to swing run or combination Operators on each day they are required to work a piece of regular line work either before or after their regular swing/combo run work. Such payment shall be at the straight time hourly rate of pay and shall not be included in computing overtime or holiday premium time.

Section 18.30 Inclement Weather.

Any Operator reporting for work and sent home without twelve (12) hours prior notice will not lose any pay due to inclement weather.

Section 18.31 Days Off and Holiday Runs.

(a) Days off for regular Operators shall be chosen by runs in accordance with their respective Transportation Department seniority. At the time a regular Operator chooses their run, they will also choose their days off from those available for that run type (AM or PM) at the time of their choosing. [Note: in order to make this change if an Operator works the weekend, it would not have to be on the same line as their weekday assignment but would have to be the same run type (AM or PM).

(b) Holiday Runs will be filled as follows:

- (1) Any regular Operator with twenty (20) or more years of seniority as of the date of the holiday service may opt out of working the holiday service. Operators who choose to work shall be able to pick runs based on seniority provided the Operator may select a line of their choosing corresponding to the same run type (AM, PM, or Combo) as their regular bid run.

- (2) Any regular Operator with more than fifteen (15) but less than twenty (20) years of seniority as of the date of the holiday service must select any remaining holiday service runs based on seniority provided the Operator may only select the same run type (AM, PM, or Combo) as their regular bid run.
- (3) Any regular Operator with less than fifteen (15) years of seniority as of the date of the holiday service must select any remaining holiday service runs based on seniority provided they may only select the same run type (AM, PM, or Combo) and line as their regular bid run.
- (4) Any remaining holiday service runs will be assigned to the Extra Board Operators.
- (5) Nothing in this section precludes the Extra Board and Regular Operator's ability to give away the holiday service run assignment under the same guidelines as allowed for giving away other assignments.

Section 18.32 Records of Work.

A copy of such "Days Off Schedule" shall be furnished to the Union. However, such schedule may be changed to correct conditions arising from changes in operating schedules of regular runs, or to meet temporary emergency conditions that may materialize. During such periods of emergency, Regular Board Operators may be worked on their scheduled days off when no Extra Board Operators are available, or when necessary to avoid excess hours of Extra Board Operators within a payroll period. In such cases, this work will be rotated on an equitable basis among the regular Operators, but no Operators shall be penalized for declining any such assignment. A record will be maintained by the Division Superintendent of the dates upon which regular Operators were requested to work on their days off and whether such Operators worked or declined. On or before the first of each month, a copy of such record shall be posted in each station for the information of the Operators.

Section 18.33 Restrictions of Overtime Assignments.

No regular early run Operator or extra early run Operator shall be required to work an overtime assignment, unless at least thirty (30) minutes have elapsed between the registering off time of the early run and the registering on time of the overtime assignment. No regular Operator, except for those on the voluntary list, shall be required to work more than three (3) overtime assignments in any one (1) work week.

Section 18.34 Delays.

Where coaches of the Authority are delayed by accident or blockade or through any other cause, so that Operators necessarily riding on them cannot reach their reporting place on time, no miss shall be charged against them. They will be placed on their runs as soon as possible and be paid in full for their run.

Section 18.35 Surveys and Literature.

(a) Operators shall not be required to conduct surveys as a part of their job responsibilities. Operators may be asked to conduct surveys and will be informed that such participation is strictly voluntary.

(b) Operators may be required to distribute and/or collect literature aboard their bus. However, such distribution and/or collection shall be limited and shall only be utilized when there is no other practical or effective method to accomplish this task.

Section 18.36 Schedule Construction Meetings

The Authority's Senior Manager of Scheduling shall meet and confer with two (2) representatives over schedule construction. The meetings shall occur at least ten (10) days prior to the issuance of the twenty-eight (28) day scheduling notice referred to in Section 19.7 of the Agreement. The purpose of this meeting is to receive Union input regarding schedule construction and to discuss operational considerations affecting the schedule.

**ARTICLE 19
Transportation Department Seniority**

Section 19.1 Seniority Lists.

Authority and Transportation Department seniority shall prevail for all Operators. Authority as well as Transportation Department seniority lists shall be maintained in the office of the Division Superintendent showing the standing of all Operators on each respective list. The standing of Operators on such lists shall determine the order of exercising their choosing privileges. Copies of such lists shall be furnished to the Union three (3) times each year at choosing periods. Employees transferred from the Maintenance/Facilities Department who previously were employed in the Transportation Department shall retain any previously accrued Transportation Department seniority.

Section 19.2 Employee Qualifications.

Subject to any specific provision of this Agreement to the contrary, the determination of the qualifications of employees is vested in the Authority.

Section 19.3 Beginning of Seniority.

Seniority of all employees shall start from the actual date of last employment, such date being the day of qualification and the hour of reporting to assigned division ready for duty.

Section 19.4 Furloughs.

All employees, if furloughed, shall be furloughed in order of their Transportation Department classification seniority, i.e., the last employee hired shall be the first employee furloughed and so forth. Such furloughed employees shall be placed on a list and be entitled to re-

employment in the order of their seniority before the Authority employs any other employees in such department.

Section 19.5 Discussion with Union and Grievance.

Nothing in the foregoing Section shall in any manner affect the Authority's right to furlough Operators for lack of work; however, matters arising relative to furloughing of employees will be discussed with Union representatives. Such matters will be subject to the usual grievance procedure.

Section 19.6 Loss of Seniority.

Employees will lose seniority who:

- (a) Quit of their own accord;
- (b) Are discharged for just cause;
- (c) Are furloughed for a period of two (2) years or more for lack of work; or
- (d) Are furloughed for a period of less than (2) years who either:
 - (1) Fails to return within two (2) weeks after written notice, by mail to their last address given to the Authority, requesting their return to a position or status similar to the one from which they were furloughed; or
 - (2) Fails to notify the Authority of their intention to return to work within two (2) business days after such written notice has been delivered to their address.

Section 19.7 Sign-Ups.

(a) As hereinafter provided, all runs shall be posted for "sign-up" and shall be selected to become effective within a six (6) day period either before or after January 1, May 1, and September 1 of each year. All such sign-ups shall be system-wide permitting the Operators to select their station and runs on the basis of their Transportation Department seniority, provided they qualify on their own time. However, if the Authority establishes new routes not in existence during each sign-up, Operators may exercise their Transportation Department seniority to obtain these new runs, on these new routes, regardless of the board to which the run is assigned. Any bump-downs resulting from board change to obtain newly established routes shall be restricted to that board/selection. The Authority retains the right to experiment with any new or reinstated runs and any new swing runs or combination runs for sixty (60) days before including them in any posting or sign-up.

(b) Schedules will be posted at least ten (10) days prior to sign-up date for selecting runs. However, a notice of such sign-up date will be posted at least twenty-eight (28) days prior thereto. But, in the event of any unforeseen circumstance (such as construction projects, bridge closings, reroutes, etc.), or the implementation of Transit System Review, the Authority retains the

right to accelerate or delay the particular effective date of the sign-up for up to forty (40) days, but will meet with the Union beforehand to explain the need.

Section 19.8 Schedule Changes, No Exchange of Runs, Absence From Sign-Ups, and Administration of Sign-Ups.

(a) When changes are made in the base schedule, which require the elimination of one or more runs, and such changes occur more than twenty-eight (28) days prior to the beginning of the next regularly scheduled sign-up period, then the procedure shall be as follows:

- (1) If an early run is eliminated before the twenty-eight (28) day period immediately preceding the effective date of any regular scheduled sign-up, there shall be a new sign-up for all Operators on that board where the run was eliminated. If a late run is eliminated before the twenty-eight (28) day period immediately preceding the effective date of a regularly scheduled sign-up, there shall be a new sign-up for all Operators at that division with less seniority than the most senior Operator in service holding a late run on the line affected. When any changes are made in the base schedules that do not eliminate runs, there shall be a re-choosing only on the line affected if such re-choosing is requested.
- (2) If an early run is eliminated within the twenty-eight (28) day period immediately preceding the effective date of the next regularly scheduled sign-up period, the affected Operator shall have the privilege of working any open regular run or going to the extra board for the remainder of such twenty-eight (28) day period. If a late run is eliminated in such twenty-eight (28) day period, the affected Operator may work any open late run or go to the extra board.
- (3) In the event the number of swing runs is increased between choosing periods, but before the twenty-eight (28) day period immediately preceding any regular scheduled sign-up, such new swing runs shall be selected by swing run Operators, late run Operators, and extra board Operators in accordance with their seniority. If a swing run is changed by ten (10) minutes or more, the affected Operators will have the privilege of bumping down. Any such subsequent junior Operator may in turn exercise their seniority in like manner. If, however, during such adjustment any eligible Operator fails to exercise their seniority forthwith upon notice to them of their displacement, they shall return to the extra board. In the event they select an eligible run operated by a junior to themselves too late to take such run out, they may then work an open swing or early run on the following day. Any displaced junior Operator of the late runs shall return to the extra board.

(b) Operators will not be permitted to exchange runs after such runs have been selected. When Operators expect to be absent during the period of choosing of runs, such Operators shall leave their choice of runs, in writing, with the Division Supervisor and the same may be reviewed

by the designated representative of the Union and, if no choice is left, the Director of Transportation, or a designated representative shall select runs for such absentees.

(c) Representatives of the Union may be present at the choosing of runs at the various locations. The representative of the Authority and the representative of the Union shall make every effort to enforce the rules governing the sign-up in a fair manner. Disputes arising as to the rights of Operators in choosing runs shall be considered and settled by Authority and Union representatives jointly as far as practicable at the time they are raised. After runs are selected, Operators shall not be permitted to exchange assignments.

Section 19.9 Filling of Vacancies.

(a) Vacancies occurring in regular runs shall be filled from the lists of all junior Operators on the board where the vacancy occurs. Junior Operators, in accordance with their seniority, shall indicate to their supervisor their desire to choose any such vacated run. Vacancies in such runs shall be filled within five (5) days from the first Monday after such runs are definitely determined to be vacant. Should the Operators eligible to fill such vacancies not be available at the end of such five (5) day period, the run shall be temporarily filled by eligible Extra Board Operators who shall retain that position until the return of the eligible Operators. When vacancies occur in regular runs within the period of twenty-eight (28) days or less, immediately preceding the effective date of any regularly scheduled sign-up period, such run or runs shall be filled by the eligible Extra Board Operators for the remainder of the period immediately preceding and until the effective date of such sign-up or choosing period.

(b) Temporary vacancies in a regular run may be filled by an Extra Board Operator in accordance with their Transportation Department seniority on their division board, and will be known as a "hold-down." All hold-downs will become effective the next Monday after such hold-down is chosen. A regular run Operator who has temporarily vacated such regular run may return to such regular run upon their return to work, and the Extra Board Operator who held such hold-down will return to their place on the extra board.

(c) An Extra Board Operator who has selected a hold-down assignment may at their discretion move to any other run or hold-down that may come open on their division board during the period between regular choosing, according to their Transportation Department seniority. The effective day of the move from a hold-down to a new assignment will be the following Monday.

(d) An Extra Board Operator who loses a hold-down assignment may bump a junior Extra Board Operator who has a hold-down assignment on their division board; provided, however, that the bumping Extra Board Operator may not bump the junior Operator until the following Monday.

Section 19.10 Line Transfer.

If any lines are transferred from one board to another board, the affected Operators shall be paid up to forty (40) hours at straight time hourly rates for breaking in on said changed lines.

Section 19.11 Pay for Additional Sign Up.

The Authority will pay one (1) hour of each Operator's straight time hourly rate to attend (personal attendance) sign-ups over and above regularly scheduled sign-ups as set forth above in Section 19.7(a) in a calendar year. The Authority will pay one (1) Union official and any additional Union official requested by the Authority for all time actually spent for each bid sign-up at the applicable straight time hourly rate.

ARTICLE 20

Transportation Department - Uniforms/Grooming

Section 20.1 General Provisions.

(a) The Authority is a public service agency where image is judged, in part, by the manner in which employees wear a prescribed uniform, as well as by the individual's personal appearance. It is understood that Operators shall strive to present a neat, clean appearance at all times while wearing the Authority's uniform. Each Operator will report for duty dressed in a complete uniform and shall wear such complete uniform while on duty.

(b) An employee failing to complete their probationary period must, at the Authority's request, return all issued uniform items to the Authority at the time of separation.

(c) While in complete uniform, or when the Authority's official insignia patch is in open view Operators shall refrain from frequenting establishments, which exist for the consumption of alcoholic beverages, and shall not engage in the public consumption of intoxicants.

(d) Each employee is responsible for keeping their uniform clean and neat in conformance with the appearance standards as herein defined.

(e) An Operator may wear a Union supplied insignia Veterans patch or Union supplied insignia patch as approved by the Authority, on the left sleeve at the shoulder level of the Operator's outerwear.

Section 20.2 Uniforms.

(a) A complete uniform shall consist (at a minimum) of a shirt/blouse/polo, slacks/culottes/skirt, tie (required only when a long sleeve shirt is worn), belt, socks/hosiery, and dress (laced or non-laced) oxford shoes and/or boots, t-shirt (if worn) and watch. If it becomes necessary to modify, add and/or delete to these specifications for any reason, the Authority shall have the right to do so, provided, such modifications, additions and/or deletions do not have an undue financial impact upon the Operators.

(b) If the Authority, changes the design of an Operator's entire uniform, as set forth below, the Authority will issue each Operator currently in service on a one-time basis a basic uniform consisting of the items set forth below: The Authority will issue each new Operator on a one-time basis, a basic uniform consisting of the following newly purchased items:

- Seven (7) shirts (a combination of short, long sleeve or polo)

- Seven (7) pants (or combination of approved skirts or culottes)
- Two (2) neckties (required only when a long sleeve shirt is worn)
- One (1) winter coat
- One (1) all season coat
- One (1) sweater
- One (1) pair of uniform shoes or boots
- One (1) hat
- One (1) watch

(c) The Authority agrees to meet with the Union and discuss any decisions concerning the adoption of a new uniform as well as any new specifications for wear and display of the uniform by Operators.

Section 20.3 Uniform Voucher Credit or Allowance.

(a) On an annual basis, each Operator who has been in continuous service of the Authority, as an Operator, will receive a uniform voucher credit of eight hundred dollars (\$800) to be used for purchasing any approved uniform items at an authorized vendor contracted by the Authority.

(b) The credit must be used in the contract year issued and any unused balance in that year cannot be carried forward; transferred to any other Operator or person; used to purchase items for another person; and cannot be redeemed for cash.

(c) In order to be eligible for any such uniform allowance or voucher credit, an Operator must have had three (3) months of active service in the six (6) month period preceding the respective payment date. Each newly hired Operator completing thirty (30) days of regular active service will only be issued the specified uniforms and shall not be eligible to receive either the voucher credit or allowance (as specified above) until completion of one (1) year of active service after the completion of training.

Section 20.4 Grooming Standards.

(a) Grooming standards are based on several elements, including neatness, cleanliness and safety. The primary consideration remains a neatly groomed appearance for the hair style and the type of hair an individual has. The standards proposed are not intended to be overly restrictive, nor are they designed to isolate anyone from society. The limits set forth are reasonable and enforceable, and ensure that personal appearance contributes to a favorable image while leaving a high degree of individuality.

(b) Hair, beards and mustaches, if worn, will be well groomed and neatly trimmed at all times. Full and partial beards, van-dykes, and goatees are authorized. Patchy, spotty clumps of facial hair are not considered beards, and as such, are not authorized; however, exceptions will be allowed for documented medical reasons. Afro, natural, bouffant and other similar hair styles are permitted. Length of hair, beards, mustaches and sideburns will not be considered an appearance factor so long as they do not interfere with the safe operation of the coaches.

(c) Cosmetics and jewelry will be permitted within the limits of safety, personal hygiene and personal appearance (as provided in Section 20.1). Facial and neck tattoos will be grandfathered for employees hired on, or before, January 1, 2015. Any employee hired after January 1, 2015 will be subject to the Authority's Uniform and Grooming standards at the time of hire.

ARTICLE 21

Transportation Department – General

Section 21.1 Transportation Bulletins.

(a) Bulletins, signed by the Director of Transportation, shall be issued from time to time, and unless they are contrary to the express provisions of this Agreement, such bulletins shall constitute the rules and regulations of the Authority governing the conduct of Operators. Such bulletins will be available in all of the Authority's Transportation Department stations and electronically, and all Operators are charged with the responsibility of learning and complying with all such bulletins.

(b) A dispute regarding the issue of whether a new bulletin is contrary to the express provisions of the Agreement will be subject to the grievance and arbitration provisions of the Agreement, provided, however, that employees must comply with all new bulletins unless and until they are invalidated through the grievance or arbitration procedure.

(c) A committee consisting of two (2) Authority and two (2) Union representatives will review bulletins that the Committee considers not specific enough or are subject to various interpretations. These bulletins will then be rewritten to further clarify the intent.

Section 21.2 Song Bird List Notice.

A sign shall be placed on the exit door from the Transportation lounge to the employee parking lot, which notifies Operators on the "Song Bird List" when they are being used. The sign will be placed on the door only on those days when Operators on the Song Bird List are being used. The sign will be general in nature and is not intended to notify an individual Operator.

Section 21.3 Operator Safety.

(a) If an Operator, while in control of a bus, believes that due to the action(s) of any individual(s) aboard that there is immediate danger of bodily harm to themselves or customers, such Operator may use their personal cell phone consistent with policy or otherwise contact the police having jurisdiction over the service area involved. Immediately thereafter, the Operator shall call the Authority for supervisor assistance. In any circumstance of passenger misconduct

where bodily harm is not immediate, but where the Operator requires assistance in handling such misconduct, they shall call the Authority for supervisory assistance. The Authority supports and encourages operators to contact law enforcement when operators reasonably believe their lives, or the lives of their customers are in immediate danger.

(b) The Authority will establish additional procedures dealing with passenger handling assistance and will incorporate such procedures within Operator and supervisor training. The Authority will review such additional procedures with Union officers prior to incorporation.

(c) Employees who are assaulted or who witness an extreme/traumatic event, while on duty, will receive up to three (3) days off, as approved by the Chief of Transit Operations, with pay and without an event under the Attendance Policy. Such employee may request additional unpaid time as approved by the Chief of Transit Operations and Chief Human Resources Officer. Employees who witness or are involved in an extreme/traumatic event that involves a fatality or serious bodily injury will receive up to five (5) paid days off, the duration of which will be determined by the Chief of Transit Operations, with pay and without an event under the Attendance Policy. Such employee may request additional unpaid time as approved by the Chief of Transit Operations and Chief Human Resources Officer.

Section 21.4 Exact Fare Policy.

The Authority has an Exact Fare Policy and Operators are not required to carry change for the purpose of making change for passengers.

Section 21.5 Customer Communication.

The Authority shall furnish and install car card advertising signs within all buses to inform customers of the various laws, rules and regulations of the state, city and/or the Authority. The Authority shall also, from time to time, communicate this subject matter to our customers.

Section 21.6 Downtown Lunch and Restroom Facilities.

(a) The Authority will furnish a downtown station for an Operator to eat a packed lunch. In addition, such place should include restroom facilities for Operators at the time of eating such packed lunch. This downtown station may be changed when the Authority chooses another place because of special events or circumstances. In such case, the Authority will make every attempt to include restroom facilities. The Authority will post a notice when such adjustments need to occur.

(b) Every reasonable effort shall be made to provide suitable sanitary arrangements on all transportation lines of the Authority.

Section 21.7 Operator Number Plate Display.

An Operator must display their number plate within the number plate holder at all times when in control of a vehicle. Failure to display the assigned number plate may subject the Operator to discipline.

Section 21.8 Motor Coach Air Conditioning.

If air conditioning is inoperable, the Operator may request that the bus be removed from service, provided:

- (1) That the ambient temperature inside the bus is 75 degrees or higher; and
- (2) The bus is scheduled to remain in service more than one and one-half (1 ½) hours after the Operator's request. Under these conditions, the Authority shall replace buses at a point in the service, which is effective and efficient, provided the replacement must occur no later than one and one-half (1 ½) hours from the time of the Operator's request.

Section 21.9 Bus Defects.

When Operators perform bus inspections required under Section 18.21, bus defects must be reported electronically. Should the system be inoperable, management will provide forms to record the inspection in a paper format.

Section 21.10 Working Speedometers.

- (a) The Authority shall secure available parts for speedometers on buses that are not in working order and repair malfunctioning meters.
- (b) Operators are not required to drive buses with broken speedometers that are awaiting repair.
- (c) When a speedometer on a bus breaks while the bus is in revenue service, the speedometer and/or the bus will be replaced through the road call process.

Section 21.11 Training Refresher Classes.

The Authority will post the dates and times for refresher training classes one (1) calendar week in advance of such classes. The Authority shall permit any Operator to choose the date and time of attendance, provided the Authority does not incur any additional cost or expense. Operators who cannot or do not choose their attendance date and time, shall be assigned a date and time by the Authority.

Section 21.12 Operator Assistance to Disabled Passengers.

Operators shall assist disabled and elderly passengers or other passengers who have difficulty boarding or alighting Authority buses, moving through the bus, or depositing fares in the prescribed manner. Operators may leave the bus to ensure safe departure and entrance for passengers. Operator assistance is not intended to exceed that which they can physically handle or assistance, which may require special skills or knowledge for which they are not trained. Passenger assistance shall be covered in Authority memorandums, bulletins, the Operators' Handbook, or special instructions and shall be considered an official part of an Operator's duties.

Section 21.13 Bus Vestibules.

(a) The full flooring material in any bus, shall be equipped with a visible white line in the vestibule area to assist the Operator in directing that passengers stand behind such white line.

(b) While the bus is in motion, passengers will not be permitted to stand within the forward part of the vestibule area where standing passengers (in this area) would restrict the Operator's view of the front door and the right part of the windshield. Operators shall direct that any standing passengers in this area move behind the white line.

Section 21.14 Prohibition Against Contracting Out.

The Authority shall not use outside contractors or non-bargaining unit employees to operate fixed route, non-fixed route (including COTA Plus), other transportation services (including resulting from LinkUS), or any other type of revenue service (e.g. rail). The Authority may continue to contract out paratransit service to the elderly and disabled. Before entering into an outside contract or extending the existing contract for paratransit service, the Authority shall discuss the plan with the Union and seek the Union's input. Authority-owned vehicles operated for these non-fixed route services shall fall under the exception listed in Section 17.16 (4).

ARTICLE 22

Maintenance/Facilities Department - Hours of Work and Working Conditions

Section 22.1 General Provisions.

(a) The Maintenance/Facilities Department is defined as the department, which includes Vehicle Maintenance, Facilities Maintenance, main shops and street facilities.

(b) All active employees in the Maintenance/Facilities shall be guaranteed the opportunity to earn a minimum of forty (40) hours straight time pay per payroll week. However, all paid leave time (vacations, holidays, paid sick leave, etc.) shall count toward such guarantee. Furthermore, all time lost by reason of failure to appear or untimely appearance for scheduled work shall count toward such guarantee. Finally, such guarantee shall not apply to employees who are on leave of absence, excused time, Union leave, disability, or disciplinary suspension, or employees who are otherwise unavailable for scheduled work.

(c) All regularly scheduled work shall be formed on four (4) or five (5) work days within a work week consisting of seven (7) consecutive calendar days beginning Monday and ending on the following Sunday. This shall include shifts starting Sunday, which have a majority of hours worked on Monday. Eight (8) or ten (10) hours shall constitute a normal basic work-day. Maintenance/Facilities Department employees with a 4-10 assignment shall have three (3) regular days off per week including at least two (2) consecutive days.

(d) For safety reasons, the Authority shall limit Maintenance/ Facilities employees to a maximum total of sixteen (16) hours of work time per twenty-four (24) hour period. Maintenance/ Facilities employees are required to have a minimum of eight (8) consecutive hours off within a twenty-four (24) hour period, to rest, except in cases of emergency as defined in Sections 17.20 and 17.21.

(e) There will be no swing shifts for classified personnel in the Maintenance/Facilities Department or within the labor pool.

(f) For Maintenance/Facilities Department employees on a 5-8 schedule, a maximum of four (4) Laborers and two (2) T3s Maintenance/ Department or (2) Service Technicians in the Facilities Department may be assigned split days off. Split days off means non-consecutive calendar days without regard to work week considerations, e.g., Sunday and Monday are consecutive days, not non-consecutive days. The position of Laborer and Maintenance T3/Facilities Service Technician, which are designated on the posted bidding list with split days off, shall have Saturday or Sunday as one of their two (2) days off, and the Authority will pay an additional ten cents (10¢) per hour for these jobs. Employees who fall in this category may have the ability to trade days off if such arrangements are made by the respective employees concerned and such arrangements meet with the express approval of the Authority supervision. This provision shall not apply to employees working a 4-10 schedule.

(g) When employees are required to do types of building maintenance and repair work similar to their classifications, they shall receive, for such work, the same rate or rates applicable to their respective classification. Such building maintenance and repair work shall be written into and become a part of all job contents in the Job Manual.

(h) Other than Floaters receiving the premium in Section 22.14 (m), an employee working third shift in any of the Maintenance/ Facilities Departments shall receive one dollar fifty cents (\$1.50) in addition to straight time hourly rate and an employee working second shift shall receive one dollar (\$1.00) in addition to straight time hourly rate; but such premiums shall not be included in this rate for the purpose of computing holiday pay, vacation pay, or any pay allowed for time not actually worked.

(i) Facilities Labor Pool employees who can qualify and who are assigned to work on emergency ice and snow details, which involves the operation of snow plows, loaders, salt and sand trucks, and spreader equipment, will be paid fifty cents (50¢) per hour over their straight time hourly rate for all time spent in operating such equipment during such emergency.

Section 22.2 Overtime Computations.

(a) All time worked outside of regularly scheduled hours on a regularly scheduled day shall be paid for at the rate of time and one-half (1 1/2) irrespective of the number of hours worked during regular scheduled hours, except when such work is necessary because of a change in shifts.

(b) All time worked in excess of forty (40) hours in a regular scheduled work week, Monday through Sunday, shall be paid for at not less than the rate of time and one-half (1 1/2), but there shall be no duplication of daily and weekly overtime pay for the same overtime hours worked.

(c) Double time shall be paid for work performed on the second and third scheduled days off in a work week, Monday through Sunday, provided that forty (40) hours work has been performed during such work week, exclusive of any time worked on such second or third day off. The second and third days off are defined as the days, which were so scheduled on the last job posting for which the employee bid. For the purpose of computing double time payments on such second and third days off, it shall be understood that any change in schedules or shifts made after

12:01 a.m. on Monday shall not affect such second or third days off. If the employee has not completed forty (40) hours of actual work, they will be paid time and one-half (1 1/2) on such second day off until the number of hours worked on such second day off added to all other hours worked or credited during such work week equals forty (40). The same applies to the third day off. Thereafter, such employee shall receive double time for the remainder of the work performed on such second and/or third day off. Such double time shall not constitute any part of the forty (40) hour basic work week.

(d) "Credited hours" will be included in the forty (40) hour week for the purpose of computing time and one-half (1 1/2) over the forty (40) hour week, and in computing double time for previously scheduled second day off. Credited hours shall consist of excused time off of scheduled hours to attend local Union business, business with the Authority, and authorized paid sick day(s). Holiday pay to employees for hours not worked will be considered in the computation of overtime for the week in question.

Section 22.3 Report Pay.

(a) Employees reporting for work that are scheduled or called to work shall, when dismissed for lack of such work, receive eight (8) hours pay (or ten [10] hours pay for those employees working a 4-10 schedule) at their straight time hourly rate, or in the case of a call-out, the minimum pay required in the case of such call-out work.

(b) Employees reporting for work who are scheduled to work, shall not be dismissed for lack of such work due to inclement weather. When an employee is notified at least twelve (12) hours before their regular reporting time not to report for work the following day, the above provision shall not apply.

(c) Any employee reporting for scheduled work at the beginning of their workday who may be unable to complete their day's work by reason of absence for settlement of employee's grievances or contract negotiations with management, will be given credit for having worked eight (8) hours toward their basic workweek (or ten [10] hours for those employees working a 4-10 schedule). However, the time paid for will be that actually worked.

Section 22.4 Travel Pay.

Employees not present or scheduled to work and who are called to report to work immediately, will be paid one (1) hour at their straight time hourly rate for travel. An employee who is called and given a specific reporting time more than two (2) hours following the call shall not receive such travel pay. An employee who is still on Authority property after punching out shall be paid a minimum of two (2) hours. However, employees when called before or after their regular eight (8) or ten (10) hour duty for special or emergency work shall be allowed a minimum of four (4) hours, including overtime, except when such special or emergency work is continuous with regular hours of work, in which event regular overtime provisions of Section 22.2(a) of this Article shall apply.

Section 22.5 Supper Money and Meal Time.

(a) An employee who works a 5-8 schedule that is required to work two (2) hours in addition to and immediately following, or in addition to and immediately preceding the employee's regular daily scheduled hours, or an employee who works a 4-10 schedule that is required to work one (1) hour in addition to and immediately following, or in addition to and immediately preceding the employee's regular daily scheduled hours, shall be paid non-routine and occasional supper money in the amount of twenty dollars (\$20.00). An employee shall also be paid a like amount for each additional, continuous four (4) hour overtime period outside of regular hours they are required to work thereafter. A person working in excess of four (4) hours on a call-out shall also receive such non-routine and occasional supper money. When time off is permitted to eat such meal, it shall not be paid and shall not exceed one (1) hour, except on emergency snow assignment.

(b) An employee, while working out of regularly scheduled hours assigned to emergency snow removal or salting, etc., and who works a total of four (4) hours and must continue working, will be permitted up to fifteen (15) minutes of paid time to eat a meal. Non-routine and occasional supper money will be paid on regular paydays.

Section 22.6 Court Pay.

Employees who are required to report to the Authority's Claims Office or court on Authority business shall be paid for actual time lost or consumed, whichever is the greater, with a minimum of two (2) hours at their straight time hourly rate of pay.

Section 22.7 Steps for "A" Classifications.

The classification of "A" in Facilities, Stores, Body Repair/Paint, Machine, and Fare Systems Shops shall contain three steps, beginning with Step 1 and progressing to Step 3. Upon entering (through the bidding process) the "A" classification in these lines of progression, the employee will enter at Step 1. Upon completion of twenty (20) months of seniority at Step 1, the individual will be advanced to Step 2, and upon completion of forty (40) months seniority at Step 2, will be advanced to Step 3.

Section 22.8 Training Pay.

(a) Classified persons providing on-the-job training to bargaining unit members during the qualifying period will receive five dollars (\$5.00) per hour additional to their respective straight time hourly rate of pay. If additional trainers are required, the trainer opportunity shall be offered in seniority order to qualified trainers who sign a volunteer list.

(b) For purposes of this Article, Article 23 and Appendix B the classification "Service Technician" may be used interchangeably with Vehicle Maintenance or Facilities Maintenance unless otherwise noted.

Section 22.9 Adjusted Classification Pay.

(a) When a Chief in Facilities, Stores, Body Repair/Paint, Machine, or Fare Systems lines of progression, or a Lead in the Electrical Support, Running Repair/Inspection or Heavy

Repair Shops within the Vehicle Maintenance line of progression is assigned on a shift and is absent from work, the decision to fill that vacancy is solely the Authority's decision. Such vacancy shall be filled on a voluntary basis within the line of progression based on seniority of the employee assigned to that shift. The employee filling the temporary position shall receive the base rate of pay of a Chief and perform the duties of a Chief for the duration of the absence.

(b) When a classified employee is absent and the Authority needs an employee to assume the work of a higher classification, the employee assigned to that shift with the greatest classification seniority in the next lower classification, within the line of progression, will be assigned such duty and will be paid the base rate of the higher classification.

(c) When a Maintenance/Facilities Department person of one classification is required to assume the duties of a higher classification for a period in excess of thirty (30) minutes, they shall receive a minimum of one (1) hour at the regular straight time hourly rate of pay applicable to the classification in which they are temporarily employed.

Section 22.10 Travel Time Between Facilities.

Any employee in the Maintenance/Facilities Department, who may be required to report to another facility under Section 22.14(b), shall be allowed sufficient extra time based on the time of scheduled route service and/or Authority- owned equipment at the straight time hourly rate to equal the difference in travel time between the place ordered to report and their regular location.

Section 22.11 Absences and Late Arrivals.

(a) The employee shall be supplied one telephone number in their work area (and shall attempt to reach this number first), and one alternate telephone number. The employee is required to reach one of the numbers to report intended absences.

(b) A Maintenance/Facilities Department employee late for work, will only lose pay for time missed, i.e., the employee clocks in ten (10) minutes late and is ready for work at that time, then the employee will lose the same ten (10) minutes of pay at straight time hourly rate from their eight (8) or ten (10) hour work day.

Section 22.12 Job Duties.

(a) Each line of progression shall have job descriptions appropriate to that particular line of progression for the Chief(s) (in Facilities, Stores, Body Repair/Paint, Machine, and Fare Systems) and the Lead(s) (in Heavy Repair, Running Repair/Inspection, and Electrical Support shops in the Vehicle Maintenance line of progression) and one for all other positions in that line of progression. Such job descriptions, along with general qualification definitions and descriptions of other semi-skilled, and/or unskilled positions, shall be prescribed in the Job Manual.

(b) The job responsibilities of the Chief(s) (in Facilities, Stores, Body Repair/Paint, Machine and Fare Systems) and the Lead(s) (in Heavy Repair, Running Repair/Inspection and Electrical Support shops in the Vehicle Maintenance line of progression), as contained in the Job Manual, do not imply supervisory responsibilities. The Chief(s) and Lead(s) shall generally

instruct others in the performance of their duties and lay out work assignments to and among other bargaining unit employees in their line of progression.

Section 22.13 Chief and Lead Work Hours.

At least one Chief in each line of progression and one Lead in the Heavy Repair, Running Repair/Inspection, or Electrical Support shops in the Vehicle Maintenance line of progression shall have “daylight jobs” (i.e., starting times between 6:00 a.m. and 8:00 a.m.) and will have Saturdays and Sundays as days off, except for overtime assignments or emergency work.

Section 22.14 Work Assignments.

(a) If a sufficient number of Facility Service Technicians are not available at any given time, then the Authority may use Facility “A’s” out of a line of progression to fulfill such shortage. The Authority will assign Facility “A’s” to Facility Service Technicians under this Section by inverse order of Facility “A” classification seniority.

(b) Employees in the Stores Section of the Maintenance/Facilities Department will not be required to work at other than their regular assigned garage, except for emergency conditions, excluding specialized work in the employees’ respective classifications.

(c) Employees in the Maintenance/Facilities Department shall be responsible for reporting (if necessary) to perform special emergency work related or unrelated to the work they normally perform.

(d) Snow or ice removal shall normally be handled by represented employees in the Street Facilities Section of the Maintenance/Facilities Department. However, when unusual conditions arise, which would severely impede the Authority’s operations or cause a substantial safety hazard and such conditions cannot be reasonably handled by the Street Facilities Section personnel of the Maintenance/Facilities Department, other members of the Maintenance/Facilities Department may be required to assist in snow and ice removal. Such assistance shall only last until the situation has been corrected or until which time the Street Facilities Section personnel of the Maintenance/ Facilities Department can reasonably handle the snow and ice removal.

(e) When a designated “float” employee is required to make a change in shifts at any garage, they shall assume the days off regularly scheduled for the shift to which they are assigned. In such cases, the employee shall not be penalized by reason of difference in pay rates or change in days off. The only Maintenance/Facilities personnel allowed to change shifts without bid will be float personnel. A float person is designated as the Service Technician with the least classification seniority. The Authority will be limited to two (2) float personnel at each garage. However, if such float personnel are not available, the Authority may assign the work to employees in the Service Technician classification from the overtime list.

(f) Employees holding a Floater position shall be assigned to the line of progression, shop and shift corresponding to their awarded position (i.e., awarded at sign-up or when filling a vacancy). Notwithstanding any Job Manual provision to the contrary, a Floater may be assigned to any Vehicle Maintenance shop (i.e., Heavy Repair Shop, Electrical Support Shop or Running Repair/Inspection Shop) they are qualified to work in or any other line of progression they are

qualified to work in on their shift, other than Facilities or Stores. An employee must be T1-Qualified to hold a Floater position.

(g) Employees holding an Alternate Floater position shall be assigned to the line of progression, shop and shift corresponding to their awarded position (i.e., awarded at sign-up or when filling a vacancy). Notwithstanding any Job Manual provision to the contrary, an Alternate Floater shall be assigned to any Vehicle Maintenance shop (i.e., Heavy Repair Shop, Electrical Support Shop or Running Repair/Inspection Shop) they are qualified to work in or any other line of progression they are qualified to work in on their shift, other than Facilities or Stores, as a Floater, when one or more Floaters referred to in subsection 22.14(f), above, is absent from work. An employee must be T1-Qualified or a T1 to hold an Alternate Floater position.

(h) The Authority shall maintain a Back-Up Floater List in the Vehicle Maintenance line of progression. Notwithstanding any Job Manual provision to the contrary, employees on the Back-Up Floater List may be assigned in seniority order to any Vehicle Maintenance shop (i.e., Heavy Repair Shop, Electrical Support Shop or Running Repair/Inspection Shop) they are qualified to work in or any other line of progression they are qualified to work in on their shift, other than Facilities or Stores, as a Floater, when one or more Floaters referred to in subsection 22.14(g), above, is absent from work and the Alternate Floater referred to subsection 22.14(h), above, is absent from work. After the senior employee is assigned as a Floater, the Authority shall assign the next senior employee on the list when the need arises. An employee must be T1-Qualified or a T1 to hold a position on the Back-Up Floater list.

(i) There shall be no separate overtime lists, procedures or assignments for Floaters, Alternate Floaters or employees on the Back-Up Floater List. Those employees are eligible for and may perform overtime on the same basis as other employees in their line or progression or shop without regard to floater status.

(j) The Authority shall not utilize more than two (2) Floaters per shift at McKinley or the Fields Avenue maintenance facilities (inclusive of Alternate Floaters and employees on the Back-Up Floater List). It shall not be a violation of this provision when three (3) Floaters are temporarily working at the same time due to overlap caused by the scheduling of days off in accordance with this Article.

(k) No classified employee shall be required to work outside of their line of progression. No classified employee shall be required to work outside of their shop, except as a Floater, Alternate Floater or employee on the Back-Up Floater list, as a trainee being trained by a trainer on the list referred to in Section 22.8, or in an emergency as defined in Section 17.21.

(l) The Authority may establish Floaters, Alternate Floaters and a Back-Up Floater List in other lines of progression in accordance with the terms of this Article after it meets and confers with the Union at least thirty (30) days in advance.

(m) A Floater shall receive a premium of three dollars (\$3.00) per hour in addition to the employee's straight time hourly rate and any other applicable premium, but such premium shall not be included in this rate for the purpose of computing holiday pay, vacation pay, or any pay allowed for time not actually worked. An Alternate Floater and employee on the Back-Up Floater

List shall receive the same premium as a Floater when assigned to work as a Floater in accordance with this Article.

Section 22.15 Emergency Conditions.

Employees hired in any department for unusual or emergency conditions shall be subject to the provisions of Section 22.1.

Section 22.16 Bidding Process.

(a) Bidding for Maintenance/Facilities Department personnel for general sign-ups will be held in the months of April, August and December. Such bids will become effective the first Monday of the first pay period in May, September and January. All jobs open for bidding during general bidding shall be posted five (5) business days prior to the date such bidding shall be held. Such postings shall include shifts and days off for the jobs open for bidding. In addition, the Authority shall post a copy of the Maintenance/Facilities Department's seniority lists and notification of the date of the general sign-up thirty (30) days prior to the scheduled bid. The Authority will pay one (1) Union official for all time actually spent for each bid sign-up at the applicable straight time hourly rate.

(b) If there is bidding within a respective line of progression, such bidding will be strictly limited to such employees within the respective line of progression. Bidding will commence with the employees having the most classification seniority within the line of progression and will continue in accordance with such seniority.

(c) Bidding by employees in the Facilities Service Technician classification shall be on the basis of classification seniority. Bidding will commence with the employees having the most classification seniority and will continue in accordance with such seniority.

(d) Bidding by Labor Pool employees shall be on the basis of Maintenance/Facilities Department seniority. Bidding will commence with the employees having the most Maintenance/Facilities Department seniority and will continue in accordance with such seniority.

(e) If the Authority declares a vacancy at times other than the bidding process stated above, the Authority shall notify the Union of such declared vacancy and post such declared vacancy for a period not to exceed three (3) business days. Bargaining unit members interested in a classified vacancy shall submit Authority provided bid slips to the office of the manager over their work area. At the end of the three-day posting period, the bid slips will be reviewed and the bidder with the greatest classification seniority will be awarded the position. Should no employee within the classification of a posted vacancy bid on the vacancy, the Authority shall seek applicants from outside the classification. Should no employee outside the classification of a posted vacancy bid on the vacancy, the Service Technician with the greatest seniority who bids on the vacancy will be awarded the position. If no Service Technician bids on the vacancy, the Labor Pool employee who bids on the vacancy with the greatest seniority will be awarded the position. If no Labor Pool employee bids on the position, the Authority shall seek applicants from outside the Authority. All bidding employees must possess the specified skill levels as required by the Authority. All Labor Pool vacancies will be filled by bid of current Labor Pool employees. If after

completion of the bidding process for the Labor Pool employees, the vacancy remains unfilled, the Authority shall hire from the outside.

(f) In the event an employee is not available during the time of bidding (Section 22.16 (a), (b), and (c)), they may leave their choice of bid in writing with their immediate supervisor. In case this is not done, the Authority will assign the employee to their last position (if it is open) held prior to bidding. If this position is not open, the Union representative present at the bidding shall select a comparable job for such absent employee.

(g) Bidding from one line of progression to another (cross bidding) will only be permitted when a posted vacancy in a position goes unfilled by all persons in that line of progression. In this event, the posted position may be bid by persons of equal (lateral) or less (lower) classification (step). The position will then be awarded to the bidder with the qualifications and the greatest classification seniority. If qualifications are the same, the employee with the highest seniority ("A" and T-1/T-2 seniority time) shall be awarded the bid. An employee bidding from one line of progression to another line of progression where they have no previous seniority (via cross bidding), shall enter at the bottom of the seniority list in the line of progression to which they bid. If the employee holds an "A" or a T-1/T-2 classification and bids an "A" or a T-1/T-2 position, that employee shall maintain all classification seniority for pay purposes.

(h) New lines of progression may be created by mutual agreement of the Union and the Authority. The initial filling of the jobs in that new line of progression will involve a process, which will permit employees from other lines of progression, subject to qualifications and classification seniority, to bid on such job.

(i) The decision to declare a vacancy is solely the Authority's decision, and this provision does not require that a vacancy be declared or recognized or that any given number of positions be recognized or retained in any line of progression.

(j) If a vacancy due to a long-term absence must be filled, the vacancy shall be filled by bidding within the line of progression beginning with the employee having the most classification seniority and continuing in accordance with such seniority. If the vacancy is not filled within the particular line of progression, the bidding shall proceed through the classification, until the vacancy is filled. If the vacancy is not filled within the particular classification, then the bidding shall proceed through the Service Technicians and then, if necessary, through Labor Pool employees, until the vacancy is filled. Upon return to work by an absent employee, they shall return to their previous position resulting in displacement of less senior employees.

(k) The Floater and Alternate Floater positions are bid positions in the Vehicle Maintenance line of progression. Employees may bid for Floater and Alternate Floater positions during sign-up and when the Authority posts a vacancy. The Authority will award a total of two (2) Floater positions and one (1) Alternate Floater position in seniority order to qualified bidders in the Vehicle Maintenance line of progression on each shift. Floater and Alternate Floater positions will be listed on sign-up and vacancy bidding materials for the Electrical Support Shop, Heavy Repair Shop and Running Repair/Inspection Repair Shop and shall identify the shift.

(1) Without limiting their other bidding rights in this Article, qualified employees in the Electrical Support Shop, Heavy Repair Shop and Running Repair/Inspection Shop may bid for and be awarded a position in Electrical Support Shop, Heavy Repair Shop or Running Repair/Inspection Shop at sign-up or when a vacancy is posted.

Section 22.17 Qualification and Disqualification From Positions.

(a) When an employee of one classification becomes the successful bidder on a job promotion, they shall receive the full wage of such higher classification. The employee shall serve a minimum of 120 hours before they can disqualify themselves or be disqualified by the Authority. The employee may serve a maximum of 240 hours in which to qualify or be disqualified. If the Authority disqualifies an employee during the qualifying period, the employee shall have the right to appeal through the grievance procedure. Should the employee fail to qualify during the qualifying period, the employee shall return to their previous position, and the employee with the next highest seniority shall be given the opportunity to bid.

(b) An employee may disqualify themselves during the qualifying period only for their inability to perform the work as required. Such employee shall return to their previous position, and the employee with the next highest seniority shall be given the opportunity to bid. An employee who disqualifies themselves may not bid on the same position for a period of six (6) months or until which time they obtain additional formalized training in the area in which they disqualified themselves.

Section 22.18 Overview of ATP

(a) The Apprenticeship Training Program (ATP) provides Vehicle Maintenance employees with training and advancement. A work group of Authority and Union representatives will meet on a regular basis to discuss the ATP. All employees are classified as Vehicle Maintenance Technician 3 (T-3), Vehicle Maintenance Technician (T-2), and Vehicle Maintenance Technician 1 (T-1).

(b) Laborer Training Program.

- (1) Vehicle Maintenance Labor Pool employees must pass a skill assessment. If the skill assessment is not passed the employee must complete the General Service Training and hands on Assessment and must serve as a Laborer with 16 to 40 hours of mentorship on their shift (hours to be determined by the Authority).
- (2) COTA employees who transfer into the Vehicle Maintenance Department Labor Pool from other positions at the Authority must pass a labor aptitude test, complete the General Service Training and hands on Assessment, and must serve as a Laborer with 16 to 40 hours of mentorship on their shift (hours to be determined by the Authority).
- (3) Employees who are hired from outside the Authority into the Vehicle Maintenance Labor Pool must pass a labor aptitude test, complete the General Service Training and hands on Assessment, and must serve as a

Laborer with 16 to 40 hours of mentorship on their shift (hours to be determined by the Authority).

(c) **Movement into the T-3 Position.** Open T-3 positions are filled in one of the two ways:

- (1) A Vehicle Maintenance Laborer who has qualified in accordance with section 22.18(b), passed the T-3 mechanical aptitude test, and passed a physical assessment. A qualified candidate under this section will be given priority over an outside applicant. The Authority shall select from among multiple internal candidates by seniority.
- (2) An external candidate who has passed a T-3 mechanical aptitude test, and has completed two weeks of General Service Training and hands on Assessment.

(d) **T-3 Training and Incentive Compensation.** A T-3 employee receives an additional wage increase of fifty cents (\$0.50) an hour as training incentive compensation (see Appendix A). After completing a six (6) week training program which includes one hundred-twenty (120) hours of classroom training and one hundred twenty (120) hours of on the job/mentoring of topics that include items 1 through 11 below and passing the NOCTI test relevant to the T-3

1. Material Safety Data Sheets
2. Overview and Process
3. Coach and System Familiarization/Model Training
4. Computer Skills: Maintenance Software
5. Intro to OEM Software
6. Minor repair and road calls (i.e. headlights, taillights, mirrors, and wipers)
7. Basic Trouble shooting
8. Line-up
9. Safety training
10. Steam cleaning: parts and proper cleaning
11. Mentoring Training: practical application of skills learned

(e) **Movement into the T-2 Position.** T-2 positions are filled by an employee who has completed the ATP for T-3 by fulfilling the requirements of section 22.18(d) and has elected and has elected to move into the T-2 position.

(f) **T-2 Training and Incentive Compensation.** In order to become a fully qualified T-2 the employee must do the following:

- (1) Twelve and half (12.5) weeks of classroom and hands on training on each classroom module (500 hours total) and 10-15 weeks of on the job experience and mentoring (400-600 hours). Complete the CNG-CSA certification and EPA 609 certification.

Completing any three (3) of the following OEM training modules; Engine, Transmission, Fuel System, Brakes, HVAC, Amerex, and/or Programmable Logic Controller (PLC).

The employee shall receive a ten cents (\$0.10) per hour wage increase for each of the three (3) modules successfully completed.

Passing the NOCTI exam relevant to the duties of T-2. The employee shall receive twenty cents (\$0.20) per hour wage increase for passing the NOCTI exam relevant to the duties of the T-2.

(g) **Movement into the T-1 Position.** T-1 positions are filled by an employee who has completed the ATP for T-2 by fulfilling the requirements of section 22.18(f) and has elected to move into the T-1 position.

(h) **T-1 Training and Incentive Compensation.** In order to become a fully qualified the employee must do the following:

- (1) Twelve and half (12.5) weeks of classroom and hands on training on each classroom module (500 hours total)
- (2) 10-15 weeks of on the job experience and mentoring (400-600 hours)
- (3) The Engine Overhaul, NFPA 70E Arc Flash OEM training modules. The employee shall receive twenty-five cents (\$0.25) per hour wage increase, per module, for each of the two modules successfully completed (total of fifty cents (\$0.50) for completing the two modules).
- (4) Additional three (3) OEM training modules from: Engine, Transmission, Fuel System, Brakes, HVAC, Amerex and/or Programmable Logic Controller (PLC) that were not completed as a T-2. The employee shall receive fifty cents (\$0.50) per hour wage increase total for completing the three modules successfully.
- (5) Any employee placed as a T-1 at the inception of the ATP under section 22.18(a) must compete the CNG-CSA and EPA 609 in order to receive any incentive payments set forth above in sections 22.18(h)(3) and (4). Training for CNG-CSA and EPA 609 will be offered for all such employees prior to April 1, 2019.

- (6) Pass the practical exam relevant to the duties of T-1 which includes the areas of: front or rear brakes, tune up, radiator assembly/replacement, transmission/rear seal, and front seal/rear cover placement. The employee shall receive fifty cents (\$0.50) per hour wage increase for passing the practical exam.

(i) **Job Duties.**

- (1) Laborers shall have the job duties listed in the Job Manual including cleaning and premium cleaning of coaches, other labor pool work as necessary, fueling coaches, checking coach tires, and checking coach fluid levels.
- (2) T-3 have the job duties of Service Technician listed in the Job Manual and all duties of Laborers as assigned.
- (3) T-2 have the job duties listed as Coach Repair "A" in the Job Manual and all duties of T-3 and Laborers as assigned.
- (4) T-1 have the duties of Equipment Repair "A" and Electrical Repair "A" listed in the Job Manual and all duties of T-2, T-3, and Laborers as assigned.

(j) Bids will have seniority based on the time the employee had in the classification. However, if an employee enters a new classification after the initial bid the employee will have seniority for the bid only based on time spent in the new classification.

(k) **Prior Experience.** Should a position be filled by an external candidate (see Section 22.18 (c)(2)) who has five (5) or more years of prior experience in this or a substantially similar line of work, the experience shall be considered in the assignment to a position (T-3, T-2 or T-1) commensurate to their experience level, but not until they have passed the required tests and demonstrated the ability to perform the job functions required in that classification. Pay shall be in line with the level of position they are assigned.

(l) The ATP work group may present suggested changes to the ATP to the Director of Learning and Development for consideration. Should changes be considered, the Authority and the Union will meet and discuss. Any resulting agreement shall be reduced to writing and adopted as a part of this Agreement.

Section 22.19 Labor Pool.

(a) Employees in the Maintenance/ Facilities Department who occupy jobs as Truck Driver, Janitors and Laborers shall constitute a Labor Pool. All employees in the Labor Pool shall hold their jobs on the basis of their departmental seniority and their ability to perform the work. All regular employees classified above the Labor Pool level, if demoted down to the Labor Pool level, shall be demoted in the order of their respective departmental seniority. If a classified employee is demoted to the level of the Labor Pool they may, at their option, elect to enter the Labor Pool or go on furlough. If an employee has sufficient department seniority and elects to

enter the Labor Pool, they will displace the Labor Pool employee having the least department seniority. The employee holding the least department seniority may then be furloughed.

(b) During the bidding, all Labor Pool jobs will be open for choosing by all pool employees (and all classified employees who are then being demoted into the Labor Pool) on the basis of their departmental seniority and ability to perform the work. The Authority will post a list of all Labor Pool jobs it requires. Jobs not selected during the bidding will be filled by the Authority at its discretion and without regard to seniority. If, between bidding dates, a pool job becomes vacant, either by a quit, discharge, or a death, the Authority will fill such job by posting it for bidding and following Section 22.16(e) to solicit bids from qualified Labor Pool personnel, or by the recall of the employee last furloughed from the pool. If no such furloughed employee is available then, at its discretion, the Authority may hire a new employee. When an opening occurs in the lowest classified job (T-3 or Facilities Service Technician), the Authority will post such opening for bidding (Section 22.16 above) and will consider the qualifications of the employees in the Labor Pool for promotion to such job before hiring a new employee to fill the job in question.

(c) Any person on the sick list or on vacation will be notified of any position that becomes open before such position is given to any junior person in seniority.

(d) If the days off or starting times are changed after a job has been bid, without a challenge from a senior employee, then the job will be posted for rebid unless the affected employee voluntarily agrees to the change of days or hours. It is also agreed that the days off will not be changed for the purpose of avoiding the payment of overtime.

Section 22.20 Twenty-Four Hour Operation.

The Authority reserves the right to institute a twenty-four (24) hour operation in the Maintenance/Facilities Department. The Authority reserves the right to designate and/ or change the starting and completion times of the shift after a minimum of thirty (30) days advance notice to the Union; provided, the Authority must conduct a rebid for all positions and shifts prior to the change(s) taking effect.

Section 22.21 Advancement/Progression Chart.

The Maintenance/Facilities Department Advancement/Progression Chart is shown as Appendix B.

Section 22.22 Classifications and Qualifications.

Subject to the foregoing specific provisions, the classification and qualifications of employees are vested in the Authority.

Section 22.23 Overtime.

(a) The Authority shall be the sole judge as to the necessity for overtime work. Such overtime work shall be assigned by classification and nature of work in accordance with the following procedures:

(b) Voluntary Overtime List: Shall include all employees who may elect to volunteer for available overtime work for the duration of the sign-up period. All employees, by building/department/classification/shop who elect to join on this list will not be removed until the next sign-up, except for an employee who furnishes a doctor's statement indicating overtime work would be detrimental to their health. Such employee will be excused from overtime work for the period of time covered by the doctor's statement. The Authority reserves the right to send such employee to the Authority's doctor for verification of such sickness, and the employee shall make their doctor's records available to the Authority doctor.

- (1) Each of the departments has a separate voluntary overtime list by building/classification/department that is created based upon seniority, from most senior to least senior. All employees on such lists shall be assigned available work within each respective line of progression. The first assignment shall be to the employee in the respective line of progression beginning with the highest classification/departmental seniority. An employee may volunteer but may not be required to work overtime for more than three (3) consecutive days. For an overtime assignment, the employee next on the voluntary overtime list is always called unless the employee is unavailable due to one of the following:
 - a) Employee is absent on the date the overtime is needed; provided employees who are absent due to sickness, injury, or leave under the Family Medical Leave Act and call their supervisor or email to an email address designed by the Authority no later than fifteen (15) minutes into the shift prior to their next overtime opportunity or assignment will be eligible to perform their next overtime opportunity or assignment as if they had not been absent.
 - b) The employee has not had eight (8) consecutive hours off within a twenty-four (24) hour period of the overtime assignment (see Section 22.1(d)).
 - c) An employee has already been assigned an overtime assignment.
 - d) An employee is unreachable after an "attempt-to-contact".
 - e) Employee is already scheduled for training on the day of the assignment.
- (2) An "attempt-to-contact" an employee consists of calling the phone number submitted to the Authority at sign-up. If there is no answer, the Supervisor will consider the employee unreachable. A bargaining unit employee must be present when all calls are made in accordance with this paragraph.
- (3) If called for overtime, the employee, at the start of the rotation, is either unavailable as defined above or has to work unless they elect to give it away as defined below.

- (4) If the employee works and no further employees are needed, the attempts-to-contact stop. If further employees are needed, the Supervisor will continue down the rotation list until the need for overtime is satisfied. Future overtime assignment needs will begin with the next person on the list.
- (5) If an employee is unavailable, they are skipped for the overtime assignment.
- (6) Each employee on the voluntary overtime list may give the overtime away to another employee on the assigned or voluntary overtime lists for that building/classification/department, provided the scheduled employee arranges the giveaway per the following:
 - a) The substitute employee must be qualified to work the overtime assignment.
 - b) The scheduled employee must confirm with the supervisor before the start of the assignment that the substitute employee is able to work the assignment. The substitute employee cannot be unavailable as defined above on the date the overtime is needed (with the exception of any employee unreachable after an “attempt-to-contact” is made).
 - c) The substitute employee will receive the same overtime rate (time and one-half or double time) as what the scheduled employee would have received.
 - d) If no employee agrees or is eligible to substitute, the scheduled employee must work the overtime assignment.

(c) Assigned Overtime List: Any time one of the departments exhausts all of their labor personnel in an overtime assignment from the Overtime call-in list, qualified personnel are called in from the Assigned Overtime list.

- (1) All employees by building/department/classification who do not sign-up on the Voluntary Overtime List will be on the Assigned Overtime List, except for an employee who furnishes a doctor’s statement indicating overtime work would be detrimental to their health. Such employee will be excused from overtime work for the period of time covered by the doctor’s statement. The Authority reserves the right to send such employee to the Authority’s doctor for verification of such sickness, and the employee shall make their doctor’s records available to the Authority doctor.
- (2) Each of the departments has a separate overtime call-in rotation list by building/classification/department/shop that is created based upon seniority, from least senior to most senior. In an overtime assignment, the employee next in line on the rotation list is always called unless the employee is unavailable due to one of the following:

- a) Employee is absent on the date the overtime is needed.
 - b) The employee has not had eight (8) consecutive hours off within a twenty-four (24) hour period of the overtime assignment (see Section 22.1[d]).
 - c) An employee has already been assigned an overtime assignment.
 - d) An employee is unreachable after an “attempt-to-contact”.
 - e) Employee is already scheduled for training on the day of the assignment.
 - f) Employee has worked overtime assignments on three (3) consecutive days immediately prior to the date of the new assignment.
- (3) An “attempt-to-contact” an employee consists of calling the phone number submitted to the Authority at sign-up. If there is no answer, the Supervisor will consider the employee unreachable. A bargaining unit employee must be present when all calls are made in accordance with this paragraph.
- a) If called for overtime, the employee, at the start of the rotation, is either unavailable as defined above or has to work unless they elect to “give it away” as defined below.
 - b) If the employee works and no further employees are needed, the attempts-to-contact stop. If further employees are needed, the Supervisor will continue down the rotation list until the need for overtime is satisfied. Future overtime assignment needs will begin with the next person on the list.
 - c) If an employee is unavailable, they are skipped for the overtime assignment.
 - d) Each employee on the assigned overtime list may give the overtime away to another employee on the assigned or voluntary overtime lists for that building/classification/department, provided the scheduled employee arranges the giveaway per the following:
 - (1) The substitute employee must be qualified to work the overtime assignment.
 - (2) The scheduled employee must confirm with the supervisor before the start of the assignment that the substitute employee is able to work the assignment. The substitute employee cannot be unavailable as defined above on the date

the overtime is needed (with the exception of any employee unreachable after an “attempt-to-contact” is made).

- (3) The substitute employee will receive the same overtime rate (time and one-half or double time) as what the scheduled employee would have received.
- (4) If no employee agrees or is eligible to substitute, the scheduled employee must work the overtime assignment.

(d) If no employee is assigned the overtime following the exhaustion of the voluntary and assigned lists for the building classification/department/shop, then the most junior qualified employee in the department will be required to work the overtime unless they are already scheduled to work in which case, the next junior employee will be required to work. Such junior employee may give this overtime assignment away to another employee.

(e) Additionally, there is a Master Seniority Labor Pool call-in list that is created based upon seniority and includes all Labor Pool personnel (as defined in 22.19(a)).

- (1) Any time one of the departments exhausts all of their labor personnel in an overtime assignment, qualified personnel are called in from the Master Seniority Labor Pool call-in list beginning at the top of the list for each overtime assignment. The same “attempt-to-contact” rules stated above apply. Employees are required to work if contacted. Employees who are called must be qualified for the duties needing to be performed.

(f) In the event of a misadministration of overtime on either list by the Authority, the aggrieved employee will receive the overtime pay they would have received but for the misadministration of overtime, paid at their applicable overtime rate; provided, however, the employee must raise the issue within seven (7) days of the error to the Manager.

(g) If the Authority schedules all employees to work overtime within lines of progression or all employees within a given work area, then none of the above shall apply. Further, in such instances, there will be no penalty to the Authority by reason of unequal assignments of overtime.

(h) In cases of emergency, as defined in Sections 17.20 and 17.21, all employees will be required to report to work as required by their Supervisor/Manager and all overtime rules stated above do not apply.

(i) This language in Section 22.23 supersedes all prior agreements regarding the scheduling and assigning of overtime.

(j) The Heavy Repair Shop, Running Repair/Inspection Shop and Electrical Support Shop shall each have separate Voluntary Overtime Lists and Assigned Overtime Lists.

Section 22.24 Safety Provision.

One person will not be required to work alone in a hazardous area, i.e., service line, pits, or at any time a coach is elevated.

Section 22.25 Breaks and Clean Up Time.

(a) Two (2), ten (10) minute coffee breaks will be permitted; one in the first half of the workday and the other in the second half of the workday. An employee will be permitted one (1) ten (10) minute coffee break between completion of their shift and the start of an overtime assignment that immediately follows a shift or the completion of an overtime assignment and the start of their shift. One ten (10) minute coffee break will be permitted for each overtime assignment that is a minimum of four (4) hours.

(b) Personal cleanup time of ten (10) minutes will be allowed at the end of each day's work.

Section 22.26 Time Standards.

With the exception of preventative maintenance inspection tasks as set forth below, there shall be no specific time or limit of time established for the completion of a specific task in the Maintenance/Facilities Department. If Management presents a proposal to establish standard repair times, other than for preventative maintenance inspection tasks as set forth below, Management and the Union will work to discuss the implementation of the standard repair times in the Maintenance/Facilities Department. If the parties cannot reach a resolution within a sixty (60) day period, both parties following initial discussion, will accept the common industry practice, where applicable as the time standard.

As to preventative maintenance inspections (PMI) the Authority and the Union agree to establish a working group with representatives from both the Authority and the Union. That working group will meet and discuss what tasks should be included in each PMI and the most efficient method to complete such tasks. If this group has not reached agreement as to any individual PMI within sixty (60) days of the initial meeting date for that PMI, the Authority shall retain the right to determine the tasks for the PMI. The working group shall also discuss any necessary training and what time standard is reasonable for the completion of the PMI. If the parties are unable to agree to a reasonable time standard for the completion of the PMI, either party may, at any time, request an arbitrator to decide what such reasonable time standard of that PMI should be. It is expected that an employee will notify their supervisor of any circumstances which make adherence to the time standard for the PMI unworkable and will document this situation in a timely manner.

It shall remain as an individual requirement for any person who encounters a situation requiring additional skills or assistance, and/or other unusual circumstances, to request such assistance from their supervisor in a timely manner. Nothing herein stated shall limit the Authority's ability to judge individual performance and to deal appropriately with such performance as may be judged substandard or inadequate.

Section 22.27 External Signage.

Maintenance/Facilities employees will not be required to handle external bus sign advertising consigned to the Authority's advertising contractor, except in situations where bus advertising must be removed in order to perform body and paint work on the Authority's vehicles.

Section 22.28 Handling or Transporting Parts.

Only bargaining unit employees shall handle or transport parts for Authority buses, facility and support equipment over two hundred dollars (\$200) unless it involves unusual or sophisticated equipment or parts, which may require a technical knowledge not available in the bargaining unit.

Section 22.29 Store Room.

No employee, other than a member of the bargaining unit, shall issue parts or supplies from the Store Room. In situations when a bargaining unit employee from the Store's line of progression is not available, and it is not practically possible to delay the work for which parts or supplies are required, then authorized individuals from the Authority's staff may issue such parts or supplies.

Section 22.30 Diagnostic and Repair Work.

(a) All diagnostic and repair work performed on Authority buses, COTA Plus vehicles (subject to implementation by January 1, 2025) vehicles used as part of or resulting from LinkUS, any other type or kind of equipment used in revenue service to transport passengers (e.g. rail) facilities and equipment (excluding cars, trucks, tractors and other motorized support equipment not used to transport passengers) shall be performed exclusively by Maintenance/Facilities Department employees.

(b) Diagnostic work and technical repair work for which Maintenance/Facilities Department employees are not trained, licensed or otherwise qualified, may temporarily be performed by whatever means considered most practical and cost efficient by the Authority; provided, however, the Authority must offer the training, licensing and/or qualification opportunities that bargaining unit employees need to perform the work within a reasonable time

(c) Nothing in this language is intended to prohibit the Authority from occasionally requiring Maintenance/Facilities Department employees to perform minor repairs and service to Authority equipment not normally maintained by the Maintenance/Facilities Department. It shall not be a violation of this Section 22.30 if the Authority does not provide the training, licensing and/or qualification opportunities to bargaining unit employees when the work at issue qualifies under Section 22.35 (c).

Section 22.31 Part Availability and Incapacitated Condition.

(a) An employee working in a specific area, after having diagnosed problem(s), which require replacement parts, shall notify the assigned supervisor to ensure the specific part(s) are available or will be available within a reasonable time.

(b) The assigned supervisor shall have the final authority prior to any vehicle being placed in a disabled or incapacitated condition, regardless of the availability of part(s), and shall be the sole judge of any employee beginning work on any Authority vehicle, which might result in placing such vehicle in an incapacitated condition.

Section 22.32 Training on Towing.

(a) All eligible classified personnel working within T-1, T-2 and T-3 shall be provided with training in the use of the tow truck, covering procedures, rules and regulations for towing disabled buses. This training shall cover all manufacturers and models of buses where different procedures are to be used. This includes all current buses and those that may be purchased in the future. Personnel deemed not eligible in the use of tow trucks shall include those who are medically disqualified from operating Authority equipment on the streets, those who have had a major preventable accident on their record in the past twelve (12) calendar months, and those who could not successfully pass the Tow Truck Training Program.

(b) A major preventable accident is defined as costly damage (over \$800) and/or serious neglect on the part of the employee who has caused such accident. The Authority shall determine each case on its own merits.

Section 22.33 Special Tools.

The Authority shall not require employees to perform work, which requires special Authority-supplied tools, unless such special tools are available and in a safe operating condition. However, if the Authority supplies alternate tools or alternate methods not requiring specialized tools to perform such work, then such work shall be performed as specified.

Section 22.34 Tuition, Expenses, and Wages for Specialized Schools.

(a) Maintenance/Facilities Department employees may be required to attend specialized schools to maintain and/or gain knowledge and skills in the maintenance and repair of equipment that is used by the Authority.

(b) The Authority shall pay expenses in connection with schools as follows:

- Tuition-fully paid.
- Lodging-all expenses paid at designated facilities.
- Meals per diem allowed by the Internal Revenue Service for the city in which the training is held.
- Transportation-air, etc., all expenses paid in mode and class specified by the Authority.
- Personal car-applicable rate per mile as established by Board policy for actual mileage to and from training site and any local transportation required.

- Tolls/parking-actual charges.
- Other expenses-actual charges as approved in advance.
- Personal phone calls.

(c) The following expenses are not reimbursable:

- Room Service
- Cleaning
- Entertainment
- Alcoholic Beverages
- Gratuities

(d) The Authority requires that Expense Reports be properly prepared and submitted within five (5) business days after return from training. Such reports shall be typed or neatly printed with all applicable receipts accompanying the Expense Report. The Authority shall assist (if needed by the employee) in preparing Expense Reports.

(e) Employees who attend schools shall be paid eight (8) hours per day (employees on a 4-10 schedule will not be paid less than forty (40) hours for a full week's work) of their respective straight time hourly rate of pay for each day in attendance at such schools. There shall be no other compensation from the Authority.

Section 22.35 Limitations on Contracting Out.

(a) In the interest of providing stable employment, and to permit the Authority to maintain and continue the development of transportation under applicable laws, bargaining unit employees will perform coach and coach component maintenance and overhaul, and other related work, and maintenance and overhaul work on all buses, COTA Plus vehicles, vehicles used as part of or resulting from LinkUS and any other type or kind of equipment used in revenue service to transport passengers (e.g. rail) and other related work (excluding paratransit vehicles as set forth in Section 21.14). If bargaining unit employees are not trained, licensed or otherwise qualified to perform the work, the Authority must offer the training, licensing and/or qualification opportunities that bargaining unit employees need to perform the work within a reasonable time to ensure the work is performed by bargaining unit employees.

(b) To the extent the Authority uses outside contractors pending completion of the training, licensing and/or qualification process referred to in Section 22.35(a), above, the Authority, in any event, shall not use outside contractors for the performance of work historically performed by employees in the Maintenance/ Facilities Department or work that could be performed by such employees with proper training, licensing and/or qualification as set forth in Section 22.35(a), above, so as to directly or indirectly, result in the discharge or layoff of employees, or in the reduction of their rate of pay or to directly or indirectly slow the growth of

the number of employees in job classifications in the Maintenance/Facilities Department, or directly or indirectly cause a reduction in the number of employees in job classifications in the Maintenance/Facilities Department or directly or indirectly cause the Authority to hire fewer full time employees in the job classifications in the Maintenance/Facilities Department. To the extent the Authority uses outside contractors under this Section 22.35, the Authority shall provide the Union with a copy of all newly-executed contracts and payments to the contractors for the work performed on a quarterly basis.

(c) It shall not be a violation of this Section 22.35 if the Authority contracts out a de minimis amount of incidental, specialized work (e.g. load testing on the compressed natural gas generator, calibration of torque wrenches, periodic safety testing of hydraulic lifts) that cannot be performed by the bargaining unit at the time it is contracted out and by its nature is work that is required only occasionally.

(d) It is duly understood that nothing herein set forth above requires the continuation of the present volume of work contracted out. Further, certain work previously completed by a contractor will be conducted going forward by bargaining unit employees and additional restrictions on further subcontracting will apply as set forth in Letter of Agreement, 22-01, which is hereby incorporated into this Agreement.

ARTICLE 23

Maintenance/Facilities Department – Seniority

Section 23.1 Special Bid Provisions.

(a) When the operation of a division, garage, or shop is partially or totally discontinued or when a new division, garage, or shop is created, Maintenance/Facilities Department employees affected by such changes will be permitted to make bids for positions in other division garages or shops and, if qualified, shall be placed in the classified positions according to their qualifications and appropriate seniority. In such cases, the Authority, ten (10) days prior to change, shall post in all division garages and shops the requirement of the various classifications for each location, and the employees at all locations shall be permitted to make bids, on bid forms supplied by the Authority for the positions so listed and will be assigned in accordance with the qualifications and appropriate seniority.

(b) Provided further that the parties, in recognition that the foregoing paragraph recites a general principle, further agree that specific agreements are necessary to meet specific changes to make them functional.

Section 23.2 New Employees.

New employees, and employees who may be transferred from other departments of the Authority to the Maintenance/Facilities Department, shall become the least senior employees in line of seniority in their respective Maintenance/ Facilities Department progression classification. Employees transferred from the Transportation Department who previously were employed in the Maintenance/Facilities Department shall retain any previously accrued Maintenance/Facilities Department seniority.

Section 23.3 Seniority.

Authority seniority of all employees shall start from the actual day of last employment with the Authority and shall not be terminated except under the same conditions provided for in Article 19, Section 19.6. Departmental seniority shall be governed by the provisions of Section 23.2, above.

Section 23.4 Seniority Lists.

(a) A roster of Maintenance/Facilities Department employees shall be posted by the Authority in each division garage or shop giving the names of each employee together with their respective Authority, departmental, and classification seniority dates. Such lists shall be posted and copies furnished to the Union not less than two (2) weeks prior to the April, August, and December Labor Pool bidding dates. The Maintenance/Facilities Department seniority list shall be updated following every change.

(b) Organizational charts will be posted in each major working area.

Section 23.5 Furlough Provisions.

(a) Promotions in the respective departmental classifications shall be on the basis of classification seniority and qualifications. Changes from one departmental classification grade (other than the Vehicle Maintenance 'T' series of classifications) to another shall be on the basis of departmental seniority and qualifications, both to be in accordance with the departmental promotional chart.

(b) A classified employee who elects to go on furlough rather than accept a Labor Pool job may not thereafter enter into the Labor Pool until they have been restored to their former level of classified progression above the Labor Pool level. An employee in a line of classified progression who accepts a demotion into the pool will be restored to their last previous line of progression above the pool level whenever a job for which they are eligible in such line of progression is open. If such an employee is subsequently bumped out of the pool and furloughed, they may reenter back into the pool on the basis of their departmental seniority and/or they may be returned to their last occupied line of classified progression whenever a job in such line of progression is open for which they are eligible on the basis of their classification seniority.

(c) Subject to the foregoing, furloughed employees shall be placed on a list and be entitled to re-employment in work for which they can qualify in their respective departments in the order of their departmental seniority before the Authority employs any other employees in such departments. Employees demoted in case of layoffs or furloughs shall have the first opportunity to be reinstated in their former positions before any other employee shall be promoted to such position.

(d) When two (2) or more occupational classifications form a regular line of promotional succession, the employee with the least classification seniority shall be the first demoted to the next lower classification or furloughed as the case may be. In the determination of any employee's classification seniority, if demoted to a lower classification, all length of service in a higher classification or classifications may be added to the seniority of such lower

classification; for example: All Class "A" seniority may be added to an employee's previous Class "B" seniority to determine their Class "A" seniority. All Class "A" and previous Class "B" seniority may be added to the next lower classification to determine an employee's seniority in such lower classification.

(e) Nothing in the foregoing Article shall in any manner affect the Authority's right to furlough employees for lack of work; however, matters arising relative to furloughing of employees will be discussed with Union representatives. Such matters will be subject to the usual grievance procedure providing that no employee shall be furloughed when vacancies to which they can be transferred and for which they can qualify exist in the Maintenance/Facilities Department of the Authority. When there is a Maintenance/Facilities Department layoff or job elimination, the employee with the least Maintenance/Facilities Department seniority will be laid off first.

ARTICLE 24

Maintenance/Facilities Department - Uniforms/Tools

Section 24.1 Uniforms.

(a) All employees of the Maintenance/ Facilities Department shall be supplied with uniforms and laundry service for such uniforms.

(b) The Authority will make available spare uniforms to be used by those persons who may not have had uniforms returned by the Authority's contractor in a timely fashion. Employees are responsible for assuring that their soiled uniforms are in the proper pickup point at the appropriate time.

(c) Employees of the Maintenance/Facilities Department shall be required to wear the uniform supplied by the Authority while on Authority paid time and working on Authority equipment, facilities or properties. The complete uniform shall be worn, with the exception that a dark colored plain shirt (without any insignia except for a small Authority or TWU 208 logo) not supplied by the Authority, of at least short sleeves may be worn inside of Authority facilities in lieu of the uniform shirt in warm conditions. Only the uniform supplied by the Authority may be worn outside of Authority facilities. The uniform supplied shall include cold weather gear issued at least once every three (3) years, beginning in calendar year 2021. Such gear must be supplied by November 1 of the calendar year in which it is issued.

(d) To receive the new uniform, employees will be required to return all old uniforms. Employees who fail to return all old uniforms within the time limit as specified, shall be charged the rate for uniform loss as specified by the supplier.

(e) The wearing of clothing, jewelry or hair styles that could easily be caught in moving machinery or otherwise create a hazard to either the individual or co-workers are not acceptable. No attempt shall be made to mandate dress or personal grooming standards within the Maintenance/Facilities Department, except to comply with the above conditions.

Section 24.2 Tool Allowance.

(a) The first payday in February and the first payday in August all classified employees (except Stores employees) shall receive a tool allowance of seven hundred fifty dollars (\$750) each year of the Agreement.

(b) All tools over one inch (1”) will be furnished by the Authority and will remain the property of the Authority. All tools currently being furnished by the Authority will continue to be furnished and will remain the property of the Authority.

(c) Stolen tools will be replaced by the Authority only when the entire kit or major portion thereof is missing. Tools must be secured inside a locked container on an appropriate cart and locked. Only after these security precautions are taken, and there is evidence of forced removal, and a police report of loss, will replacement be made by the Authority. The lock(s) must be furnished by the employee and a detailed inventory list of the employee’s tools must be on file with the Authority indicating each item and the manufacturer before replacement of these tools is made. Replaced tools will be based upon such list. The Authority may elect to randomly reconcile this list with the physical presence of listed tools.

(d) Tools stolen from the Authority’s vehicles shall also be replaced in the event such theft occurs at locations other than the McKinley/Fields Avenue facilities. Such theft must occur while the respective employee(s) are on Authority time, performing work or are in performance of their respective job duties. The replacement of tools stolen from Authority vehicles shall meet the criteria established in Section 24.2(c) above with exception of the requirement for keeping tools in locked containers on a cart. However, such tool kit must be kept in a locked compartment of the Authority vehicle, and evidence of forced removal must be present.

Section 24.3 Eye and Foot Wear.

(a) The Authority shall require employees to wear proper eye and foot protection as required by federal and state laws, rules and regulations. Such eye and foot protection expense shall be paid by the Authority. Damaged glasses must be submitted to the Authority before being replaced. For purposes of this paragraph, the Authority will reimburse for foot protection up to maximum of two hundred and twenty-five dollars (\$225) each year during the term of this Agreement upon showing of proper receipts.

(b) The Authority reserves the right under its Management Responsibility clause of this Agreement to take appropriate action for employees who neglect to follow the federal laws, state laws, rules and regulations for wearing of eye and foot protection as established by such federal and state agencies.

**ARTICLE 25
Short Term and Long Term Disability**

Bargaining unit employees are eligible to participate in and will be automatically enrolled in the Authority’s Short Term Disability (STD) and Long Term Disability (LTD) plans. The Authority shall pay the entire cost of the premium for coverage under the plans. The Authority will refrain from making material changes to and shall maintain STD and LTD plans with substantially similar

benefits to those in effect as of January 1, 2024, provided that the plans provide a minimum wage replacement of at least sixty percent (60%) of the employee's regular weekly earnings. The Authority will meet and confer with the Union prior to changing insurance carriers. Bargaining unit employees may use paid sick day(s) and/or vacation leave to supplement the STD and/or LTD payments, provided an employee shall not receive more than one hundred percent (100%) of their regular weekly earnings in any given week.

Section 25.2 Transitional Work Guidelines.

(a) **Purpose:** These guidelines are established to outline procedures for injured or ill workers in short-term transitional (temporary) tasks. The transitional work program covers all employees identified by their physician as temporarily incapacitated due to industrial injury, occupational disease, and/or non-industrial injury or illness. Every effort will be made to place eligible employees in transitional work. However, all assignments are subject to availability and are at the discretion of the Authority on a case-by-case basis.

(b) **Objectives:**

- (1) To place recovering employees in temporary tasks as a transition to full duty in their regular positions;
- (2) To assist injured or ill employees returning to regular employment with the Authority by providing temporary paid employment opportunities;
- (3) To minimize the Authority's financial exposure to payment of statutory temporary total disability benefits through its self-insured Workers Compensation Program; and To minimize the Authority's financial exposure to claims and premium cost for nonindustrial benefits.

(c) **Definitions:**

Transitional Work: Temporary work tasks within the recovering employee's medical restrictions. Transitional work is provided for a period of sixty (60) calendar days with the intent of returning the employee to their regular job classification. Transitional work consists of job tasks only and does not place the employee in a specific position or job classification.

Eligible Employee: An employee who has provided medical documentation from their attending physician substantiating temporary incapacity to perform regular job duties.

Personal Skills Inventory: A personal skills inventory will be completed for use in job placement. The assessment may include basic math skills, basic reading comprehension, data processing, basic office procedures and assembly.

(d) **Transitional Work:** The employee's attending physician must provide a written statement outlining the employee's medical restrictions. The statement must specifically include:

- (1) Physical/mental capabilities;

- (2) Estimated duration of limitations; and
- (3) An estimated return to work of sixty (60) days or less.

An eligible employee (as defined above in Section 25.2(c)) may participate in the program upon release to work with restrictions as provided by their attending physician, subject to availability. An employee's physician must document that they are physically capable of participating in the program and provide a prognosis, which estimates a return to full duty within a specified period of time.

When an employee is identified for transitional work, the employee will be given transitional work tasks, subject to availability. Transitional work is limited to sixty (60) calendar days with periodic medical reviews as deemed necessary by the Authority. However, in some instances a recovering employee may not be approved to return to their regular job classification at the end of the sixty (60) day period. If the employee is still temporarily incapacitated as confirmed by their physician and/or the Authority's physician, the employee will be eligible for transitional work for an additional period up to sixty (60) calendar days, with the intention of returning the employee to their job classification. The employee's physician will make the final determination as to whether the employee is physically able to continue in the Transitional Work Program. The duration of the transitional work assignment will be based on identified work restrictions and available work and is not guaranteed. All transitional work assignments are at the Authority's discretion.

If the recovering employee cannot return to their regularly assigned duties at the end of the first sixty (60) day period of the transitional program, the employee remains eligible for short-term disability or workers' compensation benefits following their termination of the program.

An employee may use earned vacation time while in transition status provided that the employee notifies Human Resources prior to the commencement of transitional work. Vacation time used while in transitional work will be at the employee's regular rate of pay.

Employees who are required to participate in therapy related to their disability may use their available sick time to cover such absences.

When transitional work that has been approved by the treating physician is offered by the Authority, the recovering employee has the right to decline or discontinue program participation at any time. However, if such an employee is currently collecting workers' compensation benefits, the Authority may exercise its option under ORC 4123.56 (B) and terminate the payment of any temporary total disability benefits to the employee. Employees collecting Weekly Sick Benefits will not be subject to the termination of such benefits should they elect not to participate in the Transitional Work Program. Employees participating in the Transitional Work Program versus collecting weekly sick benefits will be paid at the rate of pay designated for the position the employee is filling. Bargaining Unit members in the Transitional Work Program will continue to receive all benefits under this Agreement.

ARTICLE 26

Corrective Action

Section 26.1 Just Cause for Discipline.

The Authority shall have the right to discipline a bargaining unit member only for just cause. A violation of the General Rules set forth in the Represented Employee Policy Manual, as agreed to by the Authority and the Union, may be grounds for discipline or discharge if there is just cause.

(a) The Authority will commence a disciplinary investigation within seven (7) calendar days of when it knew or reasonably should have known that a work rule violation may have occurred. No later than the date of the investigatory meeting referred to below, the Authority shall confirm for the Union the date the Authority knew that a work violation may have occurred and the date of the first step taken in the investigation.

(b) Prior to disciplining or discharging an employee for a suspected work rule violation, the Authority shall conduct an investigatory meeting with the employee in attendance. This meeting shall be held during the employee's regular working hours. Any employee suspected of a work rule violation and called to the business office for an investigation of facts shall have the right to exercise an option to have at least one (1) Union official present (designated by the Union, provided the designation does not unduly delay the meeting).

Section 26.3 Disciplinary Meetings.

Any suspension or other penalty shall be imposed upon an employee immediately after the ascertaining of all facts relating to the cause thereof and shall be served immediately after such imposition. Disciplinary meetings shall only be held during an employee's regular working hours and when the affected employee, a Union representative, if requested (designated by the Union, provided the designation does not unduly delay the meeting), and the proper management officials are available. No later than the start of the meeting, the Authority shall provide the Union with all evidence it is relying upon to support the disciplinary action. (Neither the Union nor the Authority waives its right to take a position regarding the admissibility or the weight of any after-acquired evidence to support a just cause discipline or discharge.)

Section 26.4 Notice of Suspension or Discharge.

The Authority will give any employee who is notified that they are to be discharged or suspended for more than one (1) week, twenty-four (24) hours, within which the employee may secure Union representation to meet with an Authority official for a review of their case. During such twenty-four (24) hour period, the employee involved will not be allowed to perform any work for the Authority, and unless the conduct is egregious as set forth below, will be paid for their normal straight time schedule during the twenty-four (24) hour period, and for any additional time prior to the issuance of the disciplinary action. If the Authority does not modify the discharge or suspension to the satisfaction of the employee and the Union, the employee involved shall have recourse directly to Step 2 of the grievance procedure outlined in Section 5.2 of this Agreement.

Within five (5) business days of the action, the Authority shall notify the Union, in writing, of any disciplinary action involving suspension, re-instruction and/or retraining, or discharge, and the reasons therefore. COTA shall have the right to place an employee on administrative leave with pay during an investigation. Such administrative leave will be with pay at the normal straight time scheduled hours, unless the conduct alleged is determined by COTA to be egregious in which case COTA may suspend the employee without pay. The employee and Union will be given the opportunity to respond to the Authority's determination that the conduct is egregious at the time the suspension is issued. If discipline is issued, any suspension without pay may be included as a part of any subsequent grievance. If discipline does not occur, the employee will be paid their normal straight-time scheduled hours for the period of the unpaid suspension.

Section 26.5 Employee Disciplinary Record.

(a) Whenever a detrimental entry to an employee's record is made a part of their service record, such employee shall be notified, in writing, of such entry. Upon the employee's request, the employee shall be furnished a copy of everything put in their service record. Such entries on an employee's service record may be the subject of a grievance, but such grievances shall not be subject to arbitration. An employee may submit rebuttal information for inclusion in their service record.

(b) An employee who is given disciplinary action shall be provided (upon request) a copy of their performance record showing a summary of the employee's work record for the preceding (at a minimum) three (3) years prior to the disciplinary action.

(c) Service records for disciplinary actions will be limited to one (1) year prior to any action being taken, except for arbitrations, which will be three (3) years. Accordingly, in discharge cases, the portion of the service record of the discharged employee standing beyond three (3) years back from the date of the discharge may not be submitted into evidence by either party in an arbitration where the justness of the employee's discharge is at issue.

Section 26.6 Meeting Pay.

When an employee is called in for discipline, reprimand, instruction or counseling, they shall be told the reason why they are being called and shall be paid for all time spent in the meeting (at their straight time or overtime hourly rate, whichever is applicable) which will be considered time actually worked under the Agreement .

**ARTICLE 27
FLEX Operators Board**

Section 27.1 COTA FLEX Operator Board.

The Authority shall maintain a COTA FLEX Operators Board. FLEX Operators shall operate vehicles owned or leased by the Authority. FLEX Operators operate vehicles which may provide on- demand public transit service in service areas defined by the Authority or which may provide first-and-last mile service.

Section 27.2 Applicability of Agreement.

FLEX Operators are subject to the provisions of this Article and such other Articles and/or sections of the Agreement which deal with Union membership, Union representation, discipline, grievance procedures and arbitration. Additionally, all FLEX Operators are subject to Articles 1-7; Article 17 (except Sections 9-11); Article 20, Section 4; Article 21, Sections 1, 3, 8, 10-12, 14; Article 25; Article 26, Appendix C and D. If there is a conflict between another Article(s) in this Agreement and this Article 27, this Article shall control.

Section 27.3 Probationary Period

A FLEX Operator serves a twenty-six (26) week (182 calendar day) initial probationary period and shall receive orientation during this initial probationary period.

Section 27.4 FLEX Operator Wage Rates.

The FLEX Operators shall be paid an hourly rate of pay according to the following table. FLEX Operators will be eligible for the PIC Program in Section 8.4.	1/1/2024	1/1/2025	1/1/2026*
	5.00%	3.00%	3.00%
FLEX Operator	\$ 20.23	\$ 20.84	\$ 21.96

*The value of the Annual Base Wage Increase effective 1/1/2026 of Cost of Living Adjustment (COLA) +3% will be finalized in December 2025.

Section 27.5 FLEX Operator Hours of Work and Benefits.

FLEX Operators' work will be scheduled in conjunction with hours of work offered by the Authority. Should a FLEX Operator work more than forty (40) hours in a work week, overtime after forty (40) hours will be paid at time and one half (1 ½). Hours worked will include Union business and Authority business. FLEX Operators shall be covered by PERS and receive unemployment compensation and Workers' Compensation benefits. FLEX Operators will receive insurance benefits under Article 12 (with the exception of Section 12.3).

(a) Full-time FLEX Operators

Full-time FLEX Operators are hired into full-time positions posted by the Authority. The Authority will make a minimum of eight (8) hours of pay available per day at the straight time hourly rate. Full-time FLEX Operators will receive the benefits provided under the Agreement in Articles 9, 10, 11, 13, 14, and 15.

(b) Part-time FLEX Operators

Part-time FLEX Operators are hired into part-time positions posted by the Authority. Part-time FLEX Operators, when available for work, shall be scheduled and guaranteed twenty-four (24) hours per week at a straight time hourly rates. Provided further, that any FLEX Operator missing

an assignment, absent on account of illness or disability, on a leave of absence, or under suspension shall lose one (1) day's proportion of this guarantee for each day of missing, absence, leave of absence or suspension. The days that part-time FLEX Operators may be marked off on "no-report" will have no effect on this guarantee. All work performed by a part-time FLEX Operator on any holiday will be counted as straight time hours for purpose of this guarantee. A part-time FLEX Operator may not be required to work more than twenty-four (24) hours per week.

Part-time FLEX Operators are also eligible for the following benefits:

- (i) **Vacation.** Vacation is governed by Article 9, except Section 9.3(e), and is earned according to the following table for part-time FLEX Operators:

Years of Active Service	Hours of Vacation Earned Per Year
1	24
2	48
5	72
10	96
15	120
20	144
25	168

- (ii) **Holidays.** Part-Time FLEX Operators will receive holiday pay for the National Holidays listed in Section 10.1. National Holidays are paid at five (5) hours per National Holiday, in addition to pay at the rate of one and one-half (1 ½) times the hours worked on such holidays.
- (iii) **Sick Days.** Sick days are governed by Article 11, except that part-time FLEX Operators will earn Sick days according to the following table:

Years of Active Service	Hours Earned Per Year
1	24
2	34
3	48
4	62

- (iv) **Bereavement Leave.** Part-time FLEX Operators may use Bereavement Leave as stated in Article 13. Bereavement days are paid out at five (5) hours per day.
- (v) **Military Training Leave.** Part-time FLEX Operators may use military leave as stated in Article 14.
- (vi) **Jury Duty.** Part-time FLEX Operators will receive Jury Duty pay as stated in Article 15. Jury Duty days are paid out at five (5) hours per day.

Section 27.6 FLEX Operator Assignment and Sign-Up Procedures

(a) The Authority shall post full-time and part-time FLEX Operator vacancies for bidding prior to hiring new employees to fill the vacancies. All employees covered by the Agreement can use their Authority seniority to bid for a vacancy. Vacancies will be posted for bidding for no less than ten (10) calendar days. The Authority will provide employees with a means for bidding that is agreeable to the Union. The most senior bidder(s) meeting the qualifications in Section 27.10 will be awarded the vacancies. Bid awards will be published no later than seven (7) calendar days after the date bidding closes. An employee may not change from part-time to full-time, or vice-versa, more frequently than one (1) time within a twelve (12) rolling month period.

(b) The Authority will conduct a “sign-up” for full-time and part-time FLEX Operators to use their seniority among full-time or part-time FLEX Operators, whichever is applicable, to select available schedules (i.e., shifts, start times, quitting times, days off, days of work and primary service area). The “sign-up” will be conducted in accordance with Section 19.7 of the Agreement. FLEX Operators shall not change from full-time to part-time status or vice-versa through the sign-up process but may do so in accordance with Section 27.5(c)(i), above. The Authority may accommodate an individual employee’s request for a temporary change to their schedule (e.g., due to a family matter, appointment, etc.).

Section 27.7 Uniforms Newly hired FLEX Operators will be provided uniform articles/items so that they are identified as FLEX Operators and will receive a voucher of six hundred dollars (\$600) annually under the same terms applicable to Operators under Section 20.3.

Section 27.8 Employee Identification Card and Guest Passes.

FLEX Operators will receive an employee identification card that will allow them the benefits of free transportation and FLEX Operators will receive dependent/guest passes provided to active employees under Section 16.1(d) and (e).

Section 27.9 Seniority.

A FLEX Operator Seniority list shall be maintained but shall remain separate from any other Operator seniority list. A FLEX Operator will be given the first opportunity to apply for a non-FLEX Operator position should one become available. A FLEX Operator who has not completed a twenty-six (26) week (182 calendar day) initial probationary period and who accepts another bargaining unit position must serve a full probationary period beginning on the date of employment for the new position.

Section 27.10 Flex Operator Safety.

Riders of vehicles operated by FLEX Operators shall be verified as a registered COTA passenger. This information shall be made available by the Authority to FLEX Operators when the FLEX Operator is notified of a passenger to be picked up.

Section 27.11 Eligibility for Employment.

A FLEX Operator at the time of initial employment must: (1) be at least 21 years of age; (2) have a valid Ohio driver's license; and (3) have at least one (1) year of licensed driving experience in the United States (or at least three (3) years if the FLEX Operator is under the age of 23). The Authority will require proof of a valid Ohio driver's license at the time of hire, review a FLEX Operator applicant's driving record, and conduct a background check. A FLEX Operator must maintain a valid Ohio driver's license at all times while employed as a FLEX Operator.

Section 27.12 Rating.

Once COTA has the appropriate system in place, passengers shall be given an opportunity to rate the FLEX Operator and FLEX Operators will be given the opportunity to rate passengers after each ride.

Section 27.13 No Adverse Effect.

The operation of the FLEX Operator Board will not have a negative effect on revenue services under the Motor Coach Operator Boards.

Section 27.14 Discussion and Negotiations.

The Authority and the Union agree to meet at least ten (10) days prior to the issuance of the twenty-eight (28) day scheduling notice referred to in Section 19.7 of the Agreement, and upon request, to discuss the FLEX Operators Board, including but not limited to any expansion of the use of FLEX Operators as part of LinkUS or otherwise, and to jointly address any problems or concerns which may arise. COTA will provide the Union with data that includes: a) number of vehicles operated by the FLEX Operators; b) geographic service areas; c) pick up and drop off locations; and d) the frequency of service. The data will be provided at least seven (7) days prior to the scheduled meetings referred to above.

**ARTICLE 28
Duration**

Section 28.1 Duration of Agreement

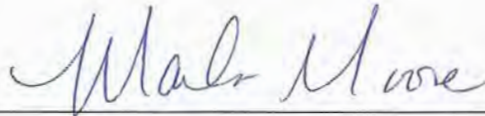
This Agreement contains the entire collective bargaining agreement of the parties, any prior contracts, customs or interpretation to the contrary notwithstanding, and unless otherwise specifically provided herein to the contrary, shall become effective and operative as of 12:01 a.m., December 27, 2023, and shall continue in force and be binding upon the parties hereto and their respective successors and assigns until midnight (12:00 a.m.) December 15, 2026. The parties further agree that they will meet and negotiate from time to time within the sixty (60) day period immediately preceding the termination date, in an effort to mutually determine the terms and provisions of a new Agreement for a succeeding period.

Section 28.2 Attestation.

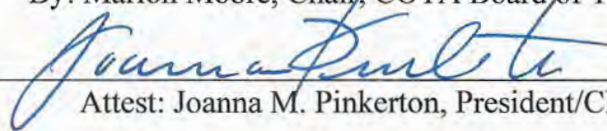
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their respective officers and attested by their respective Representatives as of the day and year first above written.

**Central Ohio Transit Authority
And
Transport Workers Union, Local 208
(Bus Operators, Facilities and Vehicle Maintenance)**

CENTRAL OHIO TRANSIT AUTHORITY

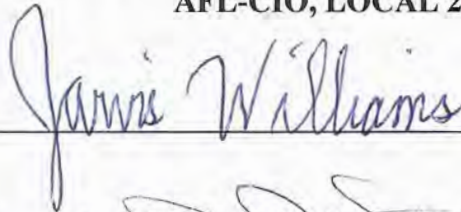


By: Marlon Moore, Chair, COTA Board of Trustees

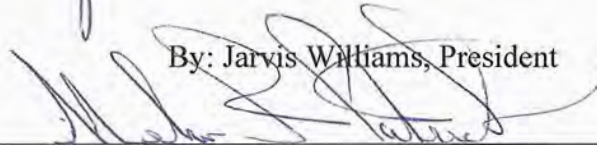


Attest: Joanna M. Pinkerton, President/CEO

**TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO, LOCAL 208**

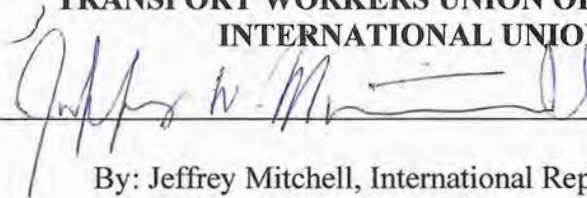


By: Jarvis Williams, President



Attest: Melvin R. Patrick, Recording Secretary

**TRANSPORT WORKERS UNION OF AMERICA,
INTERNATIONAL UNION**



By: Jeffrey Mitchell, International Representative

APPENDIX A
Wage Schedule

Transportation Department

**The starting progression rate for full-time Operators
shall be as follows:**

New Hires	% of Top Rate	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026*
Annual Percentage Increase:		5.00%	3.00%	3.00%
0-12 months	75%	\$ 27.59	\$ 28.42	\$ 29.27
13-24 months	80%	\$ 29.43	\$ 30.31	\$ 31.22
25-36 months	85%	\$ 31.27	\$ 32.20	\$ 33.17
37-48 months	90%	\$ 33.11	\$ 34.10	\$ 35.12
49-60 months	95%	\$ 34.94	\$ 35.99	\$ 37.07
Over 60 months (Top Step)	100%	\$ 36.78	\$ 37.89	\$ 39.02

*The value of the Annual Base Wage Increase effective 1/1/2026 of Cost of Living Adjustment (COLA) +3% will be finalized in December 2025.

Maintenance / Facilities Department

**Body Repair/Paint Shop, Machine Shop,
Stores, Fare Systems, and Facility Chief A's**

	1/1/2024	1/1/2025	1/1/2026*
Annual Percentage Increase:	5.00%	3.00%	3.00%
"A" Step 1	\$ 37.22	\$ 38.34	\$ 39.49
"A" Step 2	\$ 38.01	\$ 39.15	\$ 40.32
"A" Step 3	\$ 38.35	\$ 39.50	\$ 40.68
Chief	\$ 39.04	\$ 40.21	\$ 41.42

**Facility and Vehicle Maintenance Service
Technicians Labor Pool**

Hired before December 1, 2005	1/1/2024	1/1/2025	1/1/2026*
Annual Percentage Increase:	5.00%	3.00%	3.00%
FM Service Technicians	\$ 35.27	\$ 36.32	\$ 37.41
Facilities Labor Pool	\$ 34.47	\$ 35.51	\$ 36.57

Hired After December 1, 2005	1/1/2024	1/1/2025	1/1/2026*
Annual Percentage Increase:	5.00%	3.00%	3.00%
FM Service Technicians	\$ 26.69	\$ 27.49	\$ 28.31
Facilities Labor Pool	\$ 26.04	\$ 26.82	\$ 27.63

*The value of the Annual Base Wage Increase effective 1/1/2026 of Cost of Living Adjustment (COLA) +3% will be finalized in December 2025.

Vehicle Maintenance

	1/1/2024	1/1/2025	1/1/2026*
Annual Percentage Increase:	5.00%	3.00%	3.00%
Laborer	\$ 26.23	\$ 27.02	\$ 27.83
T3 Entry	\$ 26.69	\$ 27.49	\$ 28.31
T3 Qualified	\$ 27.36	\$ 28.18	\$ 29.03
Laborer B4	\$ 34.69	\$ 35.73	\$ 36.81
T3 B4	\$ 35.27	\$ 36.32	\$ 37.41
T2	\$ 38.02	\$ 39.16	\$ 40.33
T2 Qualified	\$ 38.63	\$ 39.79	\$ 40.98
T1	\$ 39.06	\$ 40.23	\$ 41.44
T1 Qualified	\$ 40.85	\$ 42.08	\$ 43.34
Shop Lead (New)	\$ 41.67	\$ 42.92	\$ 44.21

*The value of the Annual Base Wage Increase effective 1/1/2026 of Cost of Living Adjustment (COLA) +3% will be finalized in December 2025.

APPENDIX B
Maintenance/Facilities Department Progression Chart

Department	Department	Department	Department	Department	Department		
Facility Maintenance	Stores	Body/Paint	Machine Shop	Fare Systems Shop	Vehicle Maintenance		
					Electrical Support Shop	Heavy Repair Shop	Running Repair/ Inspection Shop
General Utility Chief	Storekeeper Chief	Body/Paint Chief	Machinist Chief	Fare Systems Chief	Lead (1 for each Shop at Fields and McKinley)*		
					ATP T-1		
Facility Maintenance "A"	Stores "A"	Body/Paint "A"	Machinist "A"	Fare Systems "A"	ATP T-2		
					ATP T-3		
Facilities Service Technician					Laborer		
Facilities Laborer							

This is only a line of progression chart and does not represent vacancies.

Persons in line of progression that have openings at each facility may bid on such openings regardless of location at each sign-up or vacancies as they occur in their respective lines of progression.

*On or before the first sign up following ratification of the 2023-2026 Agreement, Vehicle Maintenance is one line of progression to include the classifications of T-3, T- 2, and T-1. Vehicle Maintenance also consists of three (3) shops: Heavy Repair, Running Repair/Inspections, and Electrical Support, each of which has its own Lead.

APPENDIX C [Subject to Article 12]

Effective January 1, 2024-December 31, 2026

Anthem Choice PPO (Blue Access) Medical

	IN-NETWORK	OUT-OF-NETWORK
Dependent Age Limit	As required by state and federal law	
Lifetime Maximum	Unlimited	
Gastric Bypass Lifetime Maximum (Includes Complications)	1 per lifetime	
Deductible	\$1,500 person/\$3,000 family	\$3,000 person/\$6,000 family
Co-Insurance Maximum (Includes Deductible)	\$2,000 person/\$4,000 family	\$4,500 person/\$9,000 family
Co-Insurance	80%	60% UCR
Preventative Care Office Visit Co-Pay	\$0	Deductible, then 20%
Office Visit Co-Pay	\$20	Deductible, then 40%
Specialist	\$30	Deductible, then 40%
INPATIENT SERVICES		
Inpatient Hospital Admission	Deductible, then 80%	Deductible, then 60% UCR
Semi Private Room & Board	Deductible, then 80%	60% UCR
Physician Services	Deductible, then 80%	60% UCR
Surgery & Anesthesia	Deductible, then 80%	60% UCR
Drugs & Other Medication	Deductible, then 80%	60% UCR
Lab & X-Ray Services	Deductible, then 80%	60% UCR
Ancillary Services	Deductible, then 80%	60% UCR
Maternity Care	100%	60% UCR
Mental Health Care and/or Substance Abuse Treatment;	Deductible, then 80%	60% UCR
OUTPATIENT SERVICES		
Emergency Room	\$150 co-pay emergency services, \$300 co-pay non-emergency services, then 80% (co-pay waived if admitted)	\$150 co-pay emergency services, \$300 co-pay non-emergency services, then 60% UCR
Mental Health and/or Substance Abuse Treatment	Deductible, then 80%	60% UCR
Outpatient Surgery	Deductible, then 80%	60% UCR
Urgent Care Center	\$45 co-pay, then 80%	\$60 co-pay, then 60% UCR

APPENDIX C Continued

Anthem Choice PPO Medical

	IN-NETWORK	OUT-OF-NETWORK
Office Visits (other than preventative)	Co-pay, then 80%	60% UCR
X-Ray Services	80%	60% UCR
DME	80%	60% UCR
Annual Physical Examination	100%	60% UCR
Laboratory Services	80%	60% UCR
Well Child Care (to Age 12) Includes Immunizations and Allergy Tests & Treatments	100%	60% UCR
Ambulance Services	Deductible, then 80%	60% UCR
Home Health Care Limited to 30 visits per benefit period	Deductible, then 80%,	60% UCR
Hospice Care	Deductible, then 80%	60% UCR
Private Duty Nursing/Skilled Nursing Facility	Deductible, then 80%	60% UCR
PRESCRIPTION DRUG SERVICES (NON-MAINTENANCE DRUGS) ¹		
Prescription or Refill	Generic \$15 Formulary Brand \$45 Non-Formulary Brand \$75 Specialty \$110	50% co-insurance 50% co-insurance 50% co-insurance 50% co-insurance

In-network = services provided by a vendor network physician.

Out-of-network = services provided by a non-participating, or non-contracting provider; balance billing may apply.

¹Only the first three 30-day supplies of a maintenance drug will be covered if purchased at a retail pharmacy. Any subsequent refills must be purchased through the mail-in order prescription plan.

Anthem Premier PPO (Blue Access) Medical

	IN-NETWORK	OUT-OF-NETWORK
Dependent Age Limit	As required by state and federal law	
Lifetime Maximum	Unlimited	
Gastric Bypass Lifetime Maximum (Includes Complications)	1 per lifetime	
Deductible	\$750 person/\$1,500 family	\$3,000 person/\$6,000 family
Co-Insurance Maximum (Includes Deductible)	\$750 person/\$1,500 family	\$4,500 person/\$9,000 family
Co-Insurance	90%	60% UCR
Preventative Care Office Visit Co- Pay	\$0	Deductible, then 20%
Office Visit Co-Pay	\$20	Deductible, then 40%
Specialist	\$30	Deductible, then 40%
INPATIENT SERVICES		
Inpatient Hospital Admission	Deductible, then 90%	Deductible, then 60% UCR
Semi Private Room & Board	Deductible, then 90%	Deductible, then 60% UCR
Physician Services	Deductible, then 90%	Deductible, then 60% UCR
Surgery & Anesthesia	Deductible, then 90%	Deductible, then 60% UCR
Drugs & Other Medication	Deductible, then 90%	Deductible, then 60% UCR
Lab & X-Ray Services	Deductible, then 90%	Deductible, then 60% UCR
Ancillary Services	Deductible, then 90%	Deductible, then 60% UCR
Maternity Care	100%	Deductible, then 60% UCR
Mental Health Care and/or Substance Abuse Treatment;	Deductible, then 90%	Deductible, then 60% UCR
OUTPATIENT SERVICES		
Emergency Room	\$150 co-pay emergency services, \$300 co-pay non-emergency services, then 80% (co-pay waived if admitted)	Covered as In-Network
Mental Health and/or Substance Abuse Treatment	Deductible, then 90%	Deductible, then 60% UCR
Outpatient Surgery	Deductible, then 90%	Deductible, then 60% UCR
Urgent Care Center	\$45 co-pay, then 80%	\$60 co-pay, then 60% UCR

APPENDIX C Continued

Anthem Premier PPO Medical

	IN-NETWORK	OUT-OF-NETWORK
Office Visits (other than preventative)	Co-pay, then 90%	Deductible, then 60% UCR
X-Ray Services	90%	Deductible, then 60% UCR
DME	90%	Deductible, then 60% UCR
Annual Physical Examination	100%	90% UCR
Laboratory Services	90%	Deductible, then 60% UCR
Well Child Care (to Age 12) Includes Immunizations and Allergy Tests & Treatments	100%	90% UCR
Ambulance Services	Deductible, then 90%	Covered as In-Network
Home Health Care Limited to 30 visits per benefit period	Deductible, then 90%	Deductible, then 60% UCR
Hospice Care	Deductible, then 90%	Deductible, then 60% UCR
Private Duty Nursing/Skilled Nursing Facility	Deductible, then 90%	Deductible, then 60% UCR
PRESCRIPTION DRUG SERVICES (NON-MAINTENANCE DRUGS)¹		
Prescription or Refill	Generic \$15 Formulary Brand \$45 Non-Formulary Brand \$75 Specialty \$110	50% co-insurance 50% co-insurance 50% co-insurance 50% co-insurance

In-network = services provided by a vendor network physician.

Out-of-network = services provided by a non-participating, or non-contracting provider; balance billing may apply.

¹Only the first three 30-day supplies of a maintenance drug will be covered if purchased at a retail pharmacy. Any subsequent refills must be purchased through the mail-in order prescription plan.

Anthem Choice HMO (Blue Connection) Medical

	IN-NETWORK	OUT-OF-NETWORK
Dependent Age Limit	As required by state and federal law	
Lifetime Maximum	Unlimited	
Gastric Bypass Lifetime Maximum (Includes Complications)	1 per lifetime	
Deductible	\$1,500 person/\$3,000 family	Not Covered
Co-Insurance Maximum (Includes Deductible)	\$6,850 person/\$13,700 family	Not Covered
Co-Insurance	80%	Not Covered
Preventative Care Office Visit Co-Pay	\$0	Not Covered
Office Visit Co-Pay	\$20	Not Covered
Specialist	\$30	Not Covered
INPATIENT SERVICES		
Inpatient Hospital Admission	Deductible, then 80%	Not Covered
Semi Private Room & Board	Deductible, then 80%	Not Covered
Physician Services	Deductible, then 80%	Not Covered
Surgery & Anesthesia	Deductible, then 80%	Not Covered
Drugs & Other Medication	Deductible, then 80%	Not Covered
Lab & X-Ray Services	Deductible, then 80%	Not Covered
Ancillary Services	Deductible, then 80%	Not Covered
Maternity Care	100%	Not Covered
Mental Health Care and/or Substance Abuse Treatment;	Deductible, then 80%	Not Covered
OUTPATIENT SERVICES		
Emergency Room	\$150 co-pay emergency services, \$300 co-pay non-emergency services, then 80% (co-pay waived if admitted)	Covered as In-Network
Mental Health and/or Substance Abuse Treatment	Deductible, then 80%	Not Covered
Outpatient Surgery	Deductible, then 80%	Not Covered
Urgent Care Center	\$45 co-pay, then 80%	Covered as In-Network

APPENDIX C Continued

Anthem Choice HMO (Blue Connection)

	IN-NETWORK	OUT-OF-NETWORK
Office Visits (other than preventative)	Co-pay, then 80%	Not Covered
X-Ray Services	Deductible, then 80%	Not Covered
DME	Deductible, then 80%	Not covered
Annual Physical Examination	100%	Not Covered
Laboratory Services	Deductible, then 80%	Not Covered
Well Child Care (to Age 12) Includes Immunizations and Allergy Tests & Treatments	100%	Not Covered
Ambulance Services	Deductible, then 80%	Covered as In-Network
Home Health Care Limited to 30 visits per benefit period	Deductible, then 80%	Not Covered
Hospice Care	Deductible, then 80%	Not Covered
Private Duty Nursing/Skilled Nursing Facility	Deductible, then 80%	Not Covered
PRESCRIPTION DRUG SERVICES (NON-MAINTENANCE DRUGS) ¹		
Prescription or Refill	Generic \$15 Formulary Brand \$45 Non-Formulary Brand \$75 Specialty \$110	Not Covered Not Covered Not Covered Not Covered

In-network = services provided by a vendor network physician.

Out-of-network = services provided by a non-participating, or non-contracting provider; balance billing may apply.

¹Only the first three 30-day supplies of a maintenance drug will be covered if purchased at a retail pharmacy. Any subsequent refills must be purchased through the mail-in order prescription plan.

OPT OUT

OPT-OUT (OPTION 2)
Opt-Out Payment - \$400/Month in Two Equal Parts (i.e. medical, dental and vision)
Employees who choose to Opt-Out of Medical Coverage, but maintain Vision and Dental coverage (see Article 12, Sec. 12.4). Vision and Dental coverage will be the same as listed in the Vision and Dental sections of the Appendix. The premium cost is as follows:
25% of Monthly Premium

APPENDIX C Continued

Mail Order Prescription Drug Program Plan Design

PRESCRIPTION DRUG BENEFITS	
Dependent Age Limit	As required by state and federal law
Co-Payment	Generic \$30 Formulary Brand \$90 Non-Formulary Brand \$150 Specialty N/A
Oral Contraceptives	Covered
Days' Supply	90

Dental Program CORE Plan Design

	PREFERRED PROVIDER NETWORK	OTHER IN-NETWORK¹	OUT-OF-NETWORK
DENTAL BENEFITS			
Dependent Age Limit	To Age 26		
Deductible	\$25 Individual/\$75 family per benefit period	\$50/\$150	\$75/\$225
Maximum	\$1,500 per calendar year	\$1,250	\$1,000
Lifetime Maximum	Unlimited		
PREVENTIVE SERVICES			
Oral Examinations (2 Per Calendar Year)	100% UCR	100% UCR	80% UCR
Bite-Wing X-Rays (2 Per Calendar Year)	100% UCR	100% UCR	80% UCR
Prophylaxis (2 Per Calendar Year)	100% UCR	100% UCR	80% UCR
Topical Fluoride Treatments (1 Per Calendar Year for Eligible Dependent Children Under Age 19)	100% UCR	100% UCR	80% UCR
Space Maintainers (for Eligible Dependent Children Under Age 18) Once per area per lifetime	100% UCR	100% UCR	80% UCR
ESSENTIAL SERVICES			
Diagnostic X-Rays	80% UCR	70% UCR	60% UCR
Repair of Dentures	80% UCR	70% UCR	60% UCR
Restorations	80% UCR	70% UCR	60% UCR
Simple Extractions	80% UCR	70% UCR	60% UCR
Endodontics	80% UCR	70% UCR	60% UCR
Surgical Extractions	80% UCR	70% UCR	60% UCR
COMPLEX SERVICES			
Inlays and Onlays (for Covered Persons Age 16 & Over)	80% UCR	60% UCR	50% UCR
Crowns (Covered Persons Age 16 & Over)	80% UCR	60% UCR	50% UCR
Dentures	80% UCR	60% UCR	50% UCR
Bridges	80% UCR	60% UCR	50% UCR
ORTHODONTIA SERVICES			
Orthodontics (for Eligible Dependent Children Under Age 19)	80% UCR (not subject to deductible up to a lifetime maximum of \$1,000)	60% UCR (not subject to deductible up to a lifetime maximum of \$1,000)	50% UCR (not subject to deductible up to a lifetime maximum of \$1,000)

¹ If the dental insurance carrier does not define a 'Preferred Provider Network', this plan design will not apply and benefits incurred in-network will follow Other In-Network schedule of benefits.

Dental Program BUY-UP Plan Design Continued

	PREFERRED PROVIDER NETWORK	OTHER IN-NETWORK²	OUT-OF-NETWORK
DENTAL BENEFITS			
Dependent Age Limit	To Age 26		
Deductible	None	\$25 Individual/\$75 family per benefit period	\$50/\$150
Maximum	\$2,500 per calendar year	\$2,250	\$2,000
Lifetime Maximum	Unlimited		
PREVENTIVE SERVICES			
Oral Examinations (2 Per Calendar Year)	100% UCR	100% UCR	80% UCR
Bite-Wing X-Rays (2 Per Calendar Year)	100% UCR	100% UCR	80% UCR
Prophylaxis (2 Per Calendar Year)	100% UCR	100% UCR	80% UCR
Topical Fluoride Treatments (1 Per Calendar Year for Eligible Dependent Children Under Age 19)	100% UCR	100% UCR	80% UCR
Space Maintainers (for Eligible Dependent Children Under Age 19)	100% UCR	100% UCR	80% UCR
ESSENTIAL SERVICES			
Diagnostic X-Rays	80% UCR	70% UCR	60% UCR
Repair of Dentures	80% UCR	70% UCR	60% UCR
Restorations	80% UCR	70% UCR	60% UCR
Simple Extractions	80% UCR	70% UCR	60% UCR
Endodontics	80% UCR	70% UCR	60% UCR
Surgical Extractions	80% UCR	70% UCR	60% UCR
COMPLEX SERVICES			
Inlays and Onlays (for Covered Persons Age 16 & Over)	80% UCR	60% UCR	50% UCR
Crowns (Covered Persons Age 16 & Over)	80% UCR	60% UCR	50% UCR
Dentures	80% UCR	60% UCR	50% UCR
Bridges	80% UCR	60% UCR	50% UCR
ORTHODONTIA SERVICES			
Orthodontics (No Age Limit)	80% UCR (No Age Limit)	60% UCR (No Age Limit)	50% UCR (No Age Limit)

² If the dental insurance carrier does not define a 'Preferred Provider Network', this plan design will not apply and benefits incurred in-network will follow Other In-Network schedule of benefits.

APPENDIX C Continued
Standard Vision Care CORE Program

VISION BENEFITS		
Dependent Age Limit	Age 19/Age 26 if full time student	
Examination (One Every 12 Months)	100% UCR	
Frames (One Pair Every 12 Months)	\$140 allowance, 20% off any balance	
Lenses	These benefits are paid per person for 12 months	
	Single	\$0 copay
	Bifocals	\$0 copay
	Trifocals	\$0 copay
	Lenticular	\$0 copay
	Medically Necessary Contact Lenses	Covered in Full
	Cosmetic Contact Lenses	\$140 allowance, 15% off any balance

Standard Vision Care BUY-UP Program

VISION BENEFITS		
Dependent Age Limit	Age 19/Age 26 if full time student	
Examination (One Every 12 Months)	100% UCR	
Frames (One Pair Every 12 Months)	\$140 allowance, 20% off any balance	
Lenses	These benefits are paid per person for 12 months	
	Single	\$15 copay
	Bifocals	\$15 copay
	Trifocals	\$15 copay
	Lenticular	\$15 copay
	Medically Necessary Contact Lenses	Covered in Full
	Cosmetic Contact Lenses	\$200 allowance, 15% off any balance

APPENDIX D

Attendance Policy Absences/Misses

Good attendance is essential to efficient and smooth operation of the Central Ohio Transit Authority. All employees are expected to work all of their scheduled assignments. The Authority recognizes that employees have legitimate reasons for absences and misses from work. However, excessive absenteeism and misses will adversely affect the quality of transit service and, therefore, cannot be tolerated.

Section 1 General Provisions.

The provisions in Section 1 apply to both absences and misses:

(a) With the exception of the items set forth below, an employee will be charged with an attendance event any time they are not at work when they are originally scheduled to be there. Consecutive days off, for the same reason, not to exceed thirty (30) days (except for FMLA leave and leave due to allowed workers' compensation claims), shall be considered only one (1) attendance event.

Contractual benefits (not including paid sick leave unless the particular absence is excused under (3) below).

Official Union business or Authority business, as provided in the Memorandum of Agreement.

Absences caused by illnesses or injuries up to a maximum of four (4) per twelve (12) month rolling period, provided that all of the four (4) must be verified by certification of hospital admission, allowed workers' compensation claim, or a licensed medical or dental professional.

Court subpoenas or summons.

Workers' Compensation actions initiated by the Authority.

Verification of follow-up visits for illnesses of a life-threatening nature to the employee, or their immediate family member, shall be reviewed on a case-by-case basis to determine whether or not such follow-up visit(s) will be excused.

Acts of Nature and incidents beyond the control of employees: In inclement weather conditions which significantly impact the conditions of the road, employees who report to work within one hour of their initial scheduled start shall not be issued a tardy event. In other incidents where employees are tardy but provide proof of delay (e.g., accidents that shut down a freeway or other major route) employees shall not be issued tardy events. Proof may include police reports, public records, time dated photos, etc. Employees must communicate with their supervisors at the time of the incident (or as soon as they can safely do so based on the circumstances) for this provision to be effective.

Section 2 Reporting Absences.

(a) An employee calling the station to report off work shall inform their supervisor, or designated COTA representative (whose phone will have voice mail in Transportation), at least one (1) hour before their start time. If this time deadline is met by the employee, the employee will only be charged with one (1) attendance event for the absence. If the employee calls in less than one (1) hour before their start time to report off work, the employee shall be charged with one (1) attendance event and also shall not be entitled to sick pay for that day. If the employee calls in after their start time to report off work, the employee shall be charged with two (2) attendance events and also shall not be entitled to sick pay for that day.

Section 3 Misses (Transportation only).

(a) When an Operator fails to report on time for an assignment as specified by the Authority, it shall be counted as a miss and the following shall prevail:

The day of the miss shall be spent at the bottom of the extra board for an Operator who misses an assignment.

When a Regular Operator with at least twenty (20) years of seniority is placed at the bottom of the board because of a miss, they shall have the privilege of being assigned to the last extra work on the line on which their currently chosen run operates, if such assignment is available.

(b) An employee calling the station to inform their supervisor, or designated COTA representative (whose phone will have voice mail) that the employee will be late, must do so by the employee's start time.

An employee shall receive one (1) attendance event for a miss or reporting late for work, but shall receive pay for work performed.

If an employee calls in, prior to their starting time to say they will be late but later makes a second call after their starting time to report off work, they will be charged with two (2) attendance events, and they will be ineligible to collect sick pay for that day.

Section 4 Reporting Late/Leaving Early (Maintenance/Stores only).

(a) An employee calling the station to inform their supervisor, or designated COTA representative, that the employee will be late, must do so by the employee's start time.

An employee shall receive one (1) attendance event for reporting late for work, but shall receive pay for work performed.

If an employee calls in, prior to their starting time to say they will be late but later makes a second call after their starting time to report off work, they will be charged with two (2) attendance events, and they will be ineligible to collect sick pay for that day.

Section 5 Progressive Disciplinary Process.

Each time an employee experiences an unexcused absence or miss within a rolling twelve (12) month period, they will be subject to the next step in the following progressive attendance event disciplinary process for:

- 1st Attendance Event through 3rd Attendance Event - No Action
- 4th Attendance Event - Coaching
- 7th Attendance Event - Written Warning
- 10th Attendance Event - Final Counseling and Warning
- 11th Attendance Event - Discharge

Section 6 Special Provisions.

(a) Attendance records will be frozen for employees absent for medical reasons for more than thirty (30) calendar days.

(b) If an employee exhibits a continual pattern of repeated violations at level seven or above within a rolling twelve (12) month period, (even if the employee drops below level seven at some point during this period) this will be deemed as an intent to circumvent the purpose of the attendance policy and will subject the employee to discharge. An example of a continued pattern is as follows: an employee reaches their seventh event or above, has one or more events roll off (e.g., drops to six events or below), then experiences several unexcused absences, which cause the employee to reach level seven or above again for a second time within that same rolling twelve (12) month period. If this occurs, this will be deemed as a pattern and the employee will receive additional discipline up to and including termination. The additional discipline as otherwise stated in this policy will be as follows: discharge for second time at level seven or above within a rolling twelve (12) month period.

(c) Article 17, Section 17.5 of the Memorandum of Agreement shall not apply to mandatory visits to Human Resources or final warnings given by supervision as provided in the Policy.

(d) All attendance events will be calculated on a rolling twelve (12) month basis.

(e) For each quarter in which an employee achieves perfect attendance, they will receive seventy-five dollars (\$75) less normal withholdings. In the event an employee achieves perfect attendance for an entire calendar year, the employee shall receive two-hundred fifty dollars to be paid no later than January 31st of the following year.