

AN AGREEMENT

between

LAKETRAN

and

**THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA LOCAL 1834**

Effective: **October 1, 2020**
Expires: **September 30, 2023**

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between LAKETRAN, hereinafter referred to as the "Employer" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 1834, hereinafter referred to as the "Union".

ARTICLE 2

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of Lake County; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion or Grievance Procedure.

2.02 In the event of any conflict between the provisions contained in this collective bargaining agreement and the provisions of the LAKETRAN Personnel Policy Manual, the provisions of this agreement shall control.

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full and part time employees employed by the Employer occupying the positions of customer service representative, bus driver, mechanic 1, mechanic 2, parts clerk, and hostler. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 For the purposes of this Agreement, "part-time" employees shall be defined as those employees normally scheduled to work less than thirty (30) hours per week.

3.03 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Company's working schedule. The Employer will provide an office for use by Union officers of The Union only with a phone line.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions

not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 5 **DISCRIMINATION**

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

5.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members. The Employer agrees that it will not discriminate between Union members and non-members.

ARTICLE 6 **DUES DEDUCTIONS**

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

Said authorization shall be in the substantially the following form:

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____

6.02 I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

6.03 This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

6.04 This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here _____

Signature of Employee here _____

Address of Employee _____

City _____ State _____ Zip _____

Date of Signature _____ Employee Clock Number _____ Social Security Number _____

Date of Delivery to Employer _____

6.05 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6.06 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

6.07 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 **CREDIT UNION**

7.01 The Employer shall provide employees with payroll deduction for participating in the Lake County Employees' Federal Credit Union.

ARTICLE 8

NO-STRIKE

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

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

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

8.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

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

ARTICLE 9

UNION REPRESENTATION

9.01 The Union will notify the Employer in writing of the names of the Union's Bargaining Committee members, their alternates and any name changes that may be made. The Employer will recognize the Bargaining Committee for the purpose of administering this Agreement.

9.02 Employer agrees to grant the necessary and reasonable time off, not to exceed five days unless certification is provided to LAKETRAN by the UAW International Representative, Region 2-B, or by the The Union President without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of persons affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

9.03 The Union shall be provided with One Hundred Sixty (160) hours of paid time off, per contract year. This pay shall be paid at the employees current pay rate. This time usage shall be approved by the Chairperson of The Union. Any leave used under this section shall be scheduled according to ARTICLE 27.

9.04 There shall be a Labor Management Committee. The Committee shall be composed of six (6) members. Three (3) members shall be appointed by the Employer and three (3) members shall be appointed by the Union. The Committee shall meet on a regular basis to discuss issues of mutual interest.

ARTICLE 10

BULLETIN BOARDS

10.01 The Employer shall provide the Union with adequate bulletin board space, which shall be located in the Operations walkway and near the maintenance break room. The Union shall be responsible for the care, maintenance and replacement of said bulletin board space. The Employer shall have the right to direct a union officer to remove any material not in conformance with paragraph 10.02, below.

10.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board that contain any defamatory, political (except union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Employer prior to the posting of such material. The Employer agrees not to post any notices, memorandums, posters or other forms of communication on this bulletin board space.

10.03 The Employer shall distribute Union notices, memoranda or other forms of communication through its internal mail system. The Employer shall have the right to refuse to distribute any material not in conformance with paragraph 10.02 above.

ARTICLE 11

PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of one hundred twenty (120) calendar days. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review.

11.02 If an employee is discharged or quits and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 11.01.

ARTICLE 12

ACCIDENTS

12.01 Employees shall report any vehicle, employee and customer accidents or injuries (wheelchairs, falls, motor vehicle accidents, etc.) to the Employer immediately from the scene unless physically unable to do so. All pertinent information must be documented and forwarded to the employee's Department Head as soon as possible. Failure of an employee to promptly report an accident or injury will subject the employee to disciplinary action, including termination of employment.

12.02 The Employer participates in Ohio's Worker's Compensation program which may cover duty related injuries that occur while the employee is working.

ARTICLE 13

PERSONNEL FILES

13.01 Warnings more than one (1) year old, written reprimands more than eighteen months (18) old, and records of unpaid suspensions more than two (2) years old shall not be used in imposing discipline, providing no other disciplinary action has been taken against such employee during such time periods.

13.02 In the event an employee commits and is found guilty of: sexual harassment, theft, verbal or physical assault, or a felony that results in discipline it will remain on the employee's record for discipline for five (5) years.

13.03 Employees may review their personnel files upon reasonable advance notice and during normal business hours. The Employer shall have a representative present during such review.

ARTICLE 14 **PAYDAYS**

14.01 Pay day shall be on every other Friday (bi-weekly), except that if a holiday falls on Friday, the immediately preceding Thursday shall be the pay day for that pay period.

ARTICLE 15 **SHIFT PICKS**

15.01 Three (3) times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all full-time fixed and full-time dial-a-ride bus routes up for bid for full-time employees effective after the October 2017 pick. Partial picks will be used to cover vacancies between established picks if the vacancy occurs forty-five (45) days or more before the next scheduled pick unless mutually agreed upon by the Union. Vacancies occurring less than forty-five (45) days before the next scheduled pick will be filled by vacancy fill driver(s) or the new full-time driver(s) who did not have full-time status at the time of the pick. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Bus route selections shall be implemented on the fourth Monday of January, May and September.

15.02 Three (3) times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all part-time fixed and part-time dial-a-ride bus routes up for bid for part-time employees effective after the October 2017 pick. If a CDL position becomes vacant, qualified drivers will be asked to fill this vacant position by seniority order starting with the next most senior driver. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Bus route selections shall be implemented on the fourth Monday of January, May and September.

15.03 Three (3) times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all full time and part time customer service representative work shifts up for bid effective after the October 2017 pick. There shall be separate picks for full time and part time employees. Partial picks will be used to cover vacancies between established picks. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Changes in work schedules shall be implemented on the fourth Monday of January, May and September.

15.04 Three (3) times per year (on the first Monday of January, May and September) or at other times as determined by the Employer after consultation with the Union, the Employer shall put all full time and part time maintenance work shifts up for bid within each classification effective after the October 2017 pick. There shall be separate picks for full time and part time employees within each classification. Partial picks will be used to cover vacancies between established picks. The Employer reserves the right to deny an individual "pick" due to lack of skill and ability. Changes in work schedules shall be implemented on the fourth Monday of January, May and September.

15.05 The usage of the pay rate "Driver (Fixed route in a Dial-a-Ride bus)" will begin to be used with the January 2019 pick.

ARTICLE 16

SENIORITY

16.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

16.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

- a) he/she resigns;
- b) he/she is discharged for just cause;
- c) he/she is laid-off for a period of time exceeding twelve (12) months;
- d) he/she retires;
- e) he/she fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he/she is physically unable to do so as certified by the appropriate authority;
- f) he/she becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) he/she refuses recall or fails to report to work within ten (10) days from the date the Employer sends the employee a recall notice, unless he/she is physically unable to do so as certified by the appropriate authority.

16.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

16.04 A new seniority list shall be posted and given to the Union in January of each year and prior to the vacation sign up and each shift pick.

16.05 When an employee changes status, be it full-time, part-time, job classification, or is new to the shift pick rotation, he will keep his seniority for vacation and layoff, but will move to the bottom of the pick seniority list.

16.06 Laketran may, based on the needs of the company, choose to use up to three (3) part time employees in full time positions. This will only be done when the full-time person(s) is absent for an extended period of time.

16.07 Part time employees used in this capacity will not be changed in position, nor will they receive any additional benefits, other than those they are legally required.

16.08 The 3 most senior part time employees who have applied to be full time will be trained by LAKETRAN using the same process currently used for full time selectee's. Upon completion of training they will be eligible for usage in full time positions.

ARTICLE 17

RETIREE DRIVERS

17.01 LAKETRAN will allow up to five (5) retiree driver positions and one (1) retiree customer service position. The number of retiree employees maybe be subject to change based on the needs of the company with approval from The Union.

17.02 Retiree employees will be paid the same rate that they were paid at the time of their retirement, increasing as appropriate with future company increases.

17.03 Retiree employees will be calendar employees and will be required to submit a calendar by the first of each month indicating their availability.

17.04 Retiree employees will be required to work a minimum of 48 hours per month, not to exceed 28 hours per week.

17.05 For an employee to be eligible to be a retiree employee, they must apply no later than twelve (12) months after the date on which they retired from that job classification.

17.06 Retiree employees will be scheduled based on the needs of the company, and are not guaranteed a specific number of hours.

17.07 Retiree employees will accumulate vacation time at the appropriate rate for the number of years of service they have with LAKETRAN, including time as a retiree employee. They will not accumulate sick or holiday hours.

ARTICLE 18

LAY-OFF AND RECALL

18.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines is necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

18.02 Employees within effected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first. Part-time employees within effected job titles will be laid off before full-time employees within effected job titles.

18.03 Employees who are laid off from one (1) job title may displace (bump) another employee with lesser seniority in a lower rated job title, pursuant to the bumping order set forth below, and as provided in paragraph 18.11.

18.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraphs 18.03, above, and 18.11, below.

18.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

18.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

18.07 Employees(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions, or being directly laid off by the Employer.

18.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twelve (12) months from the date of his lay-off.

18.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within ten (10) days from the date the Employer mails the recall notice, unless he is physically unable to do so, shall be considered to have resigned his position and forfeits all rights to employment with the Employer, except that a full-time employee will not be terminated for refusing recall to a part-time job title.

18.10 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

18.11 Laid-off employees may bump according to the following order: Mechanic 2 to Mechanic 1, Mechanic 1 to Hostler, Bus Driver to Hostler and Hostler to Bus Driver, providing the Hostler previously held a Bus Driver position.

ARTICLE 19

BREAK IN SERVICE

19.01 Any bargaining employee who misses an entire pick shall be placed at the bottom of the pick list for their department for the next pick. This will reoccur as many times as required before the employee returns to work on full duty. This clause will be retroactive to the April 2017 pick.

19.02 Once an employee has been cleared for full duty they may pick from any open shifts, or shifts held by part time employees until the next pick. At the time of the next full or partial pick they will be placed back in the correct seniority order.

19.03 In the event more than one (1) employee returns due to 19.01 they will be placed in seniority order at the end of the departmental pick list. This clause will be retroactive to the April 2017 pick.

19.04 LAKETRAN will begin the termination process for any employee absent for more than three hundred sixty-five (365) calendar days. This clause may be waived by mutual agreement of the union and LAKETRAN should an extreme situation arise.

19.05 Should an employee have built up more than 2080 hours of sick leave, they will be permitted to be absent more than 365 calendar days. The length of time they will be permitted to be absent before the termination process begins will be equal to the number of hours of sick leave they have/had accumulated at the beginning of the absence.

19.06 Employees who are terminated by this clause will be permitted to re-apply for employment at LAKETRAN; provided, they were in good standing before termination, when they are able to work full duty.

19.07 In the event a full-time employee is terminated due to this article and that person is re-hired by LAKETRAN they will normally be placed at the top of the seniority list for hiring full time

employees. Each time this happens the Union and LAKETRAN must approve the placement of the employee on the full time hiring list.

ARTICLE 20 **VACANCIES AND JOB POSTINGS**

20.01 When a job vacancy or vacancies occur within the bargaining unit and it is to be filled and run on the same basis as it was prior to the vacancy, the Employer will post an announcement of such vacancy or vacancies within fourteen (14) calendar days. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay.

20.02 Any employee wishing to apply for the posted vacancy of a different job title or from part-time to full-time or full-time to part-time must submit this application in writing to the Department Head by the end of the posting period in order to be considered for the position. All applications which are timely filed will be reviewed by the Employer on the basis of Company seniority, experience, skill and ability to perform the work in question.

20.03 An employee awarded a higher paying job under this Article shall be paid the rate of pay of the new job that is equal to or next greater than his present rate of pay and shall move to the next step on his promotional anniversary date.

20.04 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) calendar day probationary period. Such probationary period shall be forty-five (45) calendar days when an employee changes full or part time status within the same job title. If, during this period or at the end of this period, it is determined that the employee cannot satisfactorily perform the new job, he will be reduced to his previously held position at his prior seniority level and rate of pay. Such probationary demotions are not appealable through any grievance or appeal procedure herein or to the State Personnel Board of Review.

20.05 Within fourteen (14) calendar days of beginning a new position within the bargaining unit or changing full or part time status within the same job title, an employee may voluntarily choose to return to his previously held position at his prior seniority level and rate of pay.

20.06 This Article shall apply to positions with a different job title than the applicant (e.g., hostler to bus driver or bus driver to mechanic, or to customer service representative, etc.), and a promotion from part-time to full-time employee.

20.07 The Union and Laketrans will continuously monitor the ratio of full time and part time employees to keep the number of each agreeable to both parties.

ARTICLE 21 **CONTRACT COPIES**

21.01 The Employer shall provide the Union and employees with copies of this Agreement.

ARTICLE 22 **UNPAID LEAVES OF ABSENCE**

22.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay for a period determined by the Employer because of injury, illness or other compelling reasons. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer.

22.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer with a copy for the employee. Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reasons. An employee will be notified in writing within ten (10) calendar days from the date the application was made of the approval or disapproval of the leave of absence request. An employee who is granted such a leave shall not accrue any benefits, except seniority, during his absence. The employee may continue his insurance coverage by paying the appropriate monthly premiums to the Employer during the leave.

22.03 Leaves of absence shall not be granted for the employee to seek employment with another employer, nor shall the employee work for another employer during the period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

22.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

22.05 All leaves provided pursuant to this Agreement shall incorporate the leave time period provided by the Family Medical Leave Act (FMLA), which shall not be in addition to the time periods provided by such leaves, provided the leave would qualify as FMLA leave. This provision shall not limit an employee's right to FMLA leave or benefits required by the Act.

ARTICLE 23 **MILITARY LEAVE**

23.01 An employee shall be granted a leave of absence for military duty in accordance with State and Federal Laws.

ARTICLE 24 **JURY DUTY**

24.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work-related incident, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer and returns to work as soon as practicable.

ARTICLE 25 **SICK LEAVE**

25.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

25.02 All employees shall earn sick leave at the rate of four (4) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

25.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at the earliest moment he knows he will be absent at least one hour before the

start of his work shift each day he is to be absent. Employees who have notified the Employer at least one hour before the start of his work shift before the start of a multi-day medically verified absence meet this notification requirement for the entire absence. An absence without this required notice will be considered an unauthorized leave and shall be without pay.

25.04 In the event an employee who is not on vacancy fill or extra board is regularly scheduled to work two (2) different jobs with different pay rates, the employee's average hourly rate will be calculated based on the employee's current pick schedule and shall be the rate paid to the employee while on said sick leave. For an employee who is on vacancy fill or extra board, the employee's average hourly rate for the hours actually worked in the pay period immediately preceding the pay period in which sick leave is being used shall be the rate paid to the employee while on said sick leave.

25.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death, as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) shifts (a split shift is considered one shift) must supply a physician's report to be eligible for paid sick leave.

25.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

25.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

25.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

25.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, and children. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren

25.10 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to 60% of their hourly rate of pay at the time of retirement of the total number of accumulated but unused sick hours in the employee's sick bank, as certified by the Director of Human Resources.

25.11 Once per calendar year, employees shall have the option to receive a cash payout for a portion of their sick time balance. The request must be received before November 1 of each year. Payments will be issued on the first non-payroll week of December. Payment rates will be equal to 60% of the employee's hourly rate of pay at the time of request. The employee must maintain a minimum balance of 720 hours if full time and 432 hours if part time. This clause will go into effect October 1, 2021.

25.12 In the event of illness or injury to a natural parent of an employee, an employee eligible for leave under the Family Medical Leave Act (FMLA) may take leave upon the filing of the proper documentation as provided for under the FMLA. In the event that the employee has used all of his or her vacation and holiday time during the FMLA leave, the employee may use up to five (5) days of sick leave during the FMLA leave during a twelve (12) month period of time, commencing upon the initial leave for the parent.

25.13 In the event of the death of an employee's spouse, parent, child, grandchild, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law the employee will be entitled to a maximum of three (3) days consecutive leave with pay for the purpose of attending the funeral and/or grieving the loss of the loved one. Bereavement leave extending beyond three (3) days may be charged to sick leave, not to exceed five (5) days.

25.14 All positions will receive three (3) personal days per contract year for each employee. Personal days shall function like vacation days, described in ARTICLE 27; but the hours will be pulled from the employee's sick balance. One (1) Personal day shall cover one (1) full day of absence, regardless of shift length.

25.15 Any employee on an extended Leave of Absence shall be required to contact the Laketrans Director of Human Resources or Department Director no less than every 2 weeks for the duration of the absence.

ARTICLE 26

HOLIDAYS

26.01 All regular full-time employees shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

26.02 All regular part-time employees shall receive the following paid holidays:

- New Year's Day
- Independence Day

26.03 If any of these holidays falls on a Saturday or Sunday the employee's "floating holiday" bank will be credited for the holiday, when LAKETRAN closes on a Friday or Monday in observance of the holiday when the employee's "floating holiday" bank will be credited with the holiday.

26.04 All holiday hours earned by employees will be placed into the employee's "floating holiday" bank. Employees may then use the holiday hours in the same manner as vacation hours. Holiday pay shall be determined in the same manner as sick leave for split rate drivers.

26.05 In order to be eligible for any of these holidays, the employee must have worked or been on an approved leave on the employee's last scheduled work day before the holiday and the first regularly scheduled work day after the holiday if Laketran is closed on the holiday or if the employee is not regularly scheduled on the holiday. If the employee works or is on an approved leave on the holiday that Laketran is open, the holiday will be placed directly into the employee's holiday bank. Should an employee feel they are entitled to holiday hours they were not credited with they may use the standard appeal process to request the hours.

26.06 Employees who are absent from work on an unpaid leave of absence or workers' compensation, shall not be eligible for any holidays that occur during such absences.

26.07 Any holiday hours in the employee's bank at the end of the year will be paid out after the first full pay period in January. The hours will be paid out at the employee's regular pay rate and do not count toward overtime.

ARTICLE 27 **VACATIONS**

27.01 Vacation leave shall be accrued at the following rates, as provided in the below schedule.

<u>Years of Seniority</u>	<u>Accrual Rate (Hours)</u>
Year 1 through 5	3.1/80 hours worked
Year 6 through 11	4.6/80 hours worked
Year 12 through 18	6.2/80 hours worked
Year 19 and over	7.7/80 hours worked

27.02 An employee will not accrue more than the allotted hours in any one (1) pay period. An employee is entitled to use accrued vacation after the completion of their first probationary period.

27.03 Vacation time shall be taken at a time approved of by the supervisor with the most senior employee being granted a preference if two (2) or more employees have requested the same time period.

27.04 No vacation, holiday, or personal day requests will be permitted within 48 hours of the absence, except in extreme situations approved by LAKETRAN or when submitted requests as the result of being notified of an approved standby day.

27.05 An employee may carry up to a maximum of two (2) times their annual vacation accrual amount in their vacation bank. Any amount beyond this must be approved by the CEO.

27.06 Any employee who separates from LAKETRAN for any reason after 1 full year of employment will be paid out any unused vacation time at their pay rate at the time of separation. This payment will not be made until the employee has returned any property assigned to them.

ARTICLE 28

UNIFORMS

28.01 The Employer may issue uniforms or modify the practices concerning uniforms, providing that any employee who is issued a uniform, must wear such uniform while working for the Employer. Wearing of such uniform other than at work or while commuting to and from work is prohibited. The Employer shall provide a supplemental uniform payment of ninety dollars (\$90) per year.

28.02 The Employer will provide \$80.00 to all drivers for shoes, which must meet Laketrans safety requirements. The payment will be in the form of a check issued in the first non-payroll week of April each year.

28.03 The employer will provide \$250.00 to all mechanic 1 and 2's, hostlers, and parts clerk for shoes which meet Laketrans safety requirements. The payment will be in the form of a check in the first non-payroll week of April each year.

28.04 The employer will provide a \$200.00 reimbursement to all mechanic 1 and 2's, hostlers, and parts clerk every 2 years for the purchase of prescription safety glasses or non-prescription safety glasses that meet Laketrans safety requirements.

28.05 An employee who does not report to work in the proper uniform will be sent home without the 2 hour call out provision listed in 32.02.

ARTICLE 29

COMMERCIAL DRIVER LICENSE (CDL)

29.01 The Employer shall pay an employee's first CDL license issuance fee and subsequent CDL license renewal fees, providing the employee is working for the Employer in a position requiring the license at the time of receiving such license.

29.02 LAKETRAN will pay for up to two (2) Department of Transportation (DOT) physicals annually. Should an employee require more than two (2) DOT physicals in a year payment will be the responsibility of the employee.

ARTICLE 30

INSURANCE

30.01 For full-time employees hired on or before October 31, 2012, the Employer shall pay 90% of an eligible full-time employee's monthly United Healthcare HMO premium and Caremark prescription coverage or any other HMO or prescription coverage selected by the Employer.

30.02 For full-time employees hired on or after November 1, 2012, the Employer shall pay 85% of an eligible full-time employee's monthly United Healthcare HMO premium and Caremark prescription coverage or any other HMO or prescription coverage selected by the Employer.

30.03 The Employer reserves the right to change carriers or self insure at its discretion. All charges assessed as a result of an employee having other coverage available either to the employee or a family member of the employee shall be paid by the employee.

30.04 For full-time employees hired on or before October 31, 2012, the Employer shall pay 90% of an eligible full-time employee's monthly Aetna Dental premium or any other dental plan selected by the Employer.

30.05 For full-time employees hired on or after November 1, 2012, the Employer shall pay 85% of an eligible full-time employee's monthly Aetna Dental premium or any other dental plan selected by the Employer.

30.06 The Employer reserves the right to change carriers or self-insure at its discretion. All charges assessed as a result of an employee having other coverage available either to the employee or a family member of the employee shall be paid by the employee.

30.07 When an employee is on leave without pay and wishes to continue their health benefits they must submit payment for their portion of the health benefits by 4:30pm on the first (1st) of the month the health care is for. If the employee has not submitted payment by the above time their health care will be immediately cancelled. If an employee misses a payment and they wish for their benefits to be re-started they must pay a \$100.00 re-instatement fee and pay a minimum of one (1) month in advance.

30.08 Any employee who is eligible for Healthcare and chooses to opt out of receiving this benefit will be compensated One Hundred Fifteen Dollars (\$115) per pay period.

ARTICLE 31

WORK BREAKS

31.01 Any driver scheduled to work more than six (6) hours shall be given a ten (10) minute break during their shift. The ten (10) minute break will be in consecutive minutes. Breaks will be scheduled through LAKETRAN's automated scheduling software and the times will be subject to change throughout each day.

31.02 Breaks can occur between one (1) hour after the employee is normally scheduled to punch-in and one (1) hour before the employee is normally scheduled to punch-out.

31.03 Drivers scheduled to drive fixed route service will not be scheduled for a separate break as described in 31.01. They will instead have time built into the end of each trip, referred to as recovery time. This recovery time will be equal to a total of ten (10) minutes, but will not be ten (10) consecutive minutes.

ARTICLE 32

OVERTIME

32.01 All employees shall be paid overtime at the rate of one and one-half (1½) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any week. Paid sick time shall not count as time worked for the purposes of overtime calculation. Paid vacation, holiday leave and approved union business shall count as time worked for the purposes of overtime calculation.

32.02 Employees called in to work at a time which does not abut their regular work hours, shall receive a minimum of two (2) hours pay.

32.03 No employee shall normally be required to take any new pick-ups within twenty minutes of their ending time in their normal scheduled day.

ARTICLE 33**WAGE RATES**

33.01 All employees shall be paid in accordance with the below Salary Schedule beginning on the first full payroll period in October 2020 and shall receive step advancement according to present practice.

October 2020	Grade	Months 1 - 6	Months 7 - 12	Months 13 - 18	Months 19 - 24	Months 25 - 36	Months 37 +
Customer Service Representative & Driver (No Wheelchairs)	2	14.98	15.69	16.44	17.22	18.03	18.89
Driver (No CDL) & Hostler	3	16.05	16.81	17.61	18.45	19.32	20.24
Driver (Fixed route in DAR bus) & Parts Clerk	4	17.50	18.33	19.20	20.11	21.07	22.07
Driver (CDL-B) & Mechanic 1	5	19.13	20.04	20.99	21.99	23.04	24.13
Mechanic 2	8	24.70	25.87	27.10	28.39	29.74	31.15

33.02 All employees shall be paid in accordance with the below Salary Schedule beginning on the first full payroll period in October 2021 and shall receive step advancement according to present practice.

October 2021	Grade	Months 1 - 6	Months 7 - 12	Months 13 - 18	Months 19 - 24	Months 25 - 36	Months 37 +
Customer Service Representative & Driver (No Wheelchairs)	2	15.28	16.01	16.77	17.56	18.40	19.27
Driver (No CDL) & Hostler	3	16.37	17.14	17.96	18.81	19.70	20.64
Driver (Fixed route in DAR bus) & Parts Clerk	4	17.85	18.70	19.58	20.51	21.49	22.51
Driver (CDL-B) & Mechanic 1	5	19.51	20.44	21.41	22.43	23.49	24.61
Mechanic 2	8	25.19	26.39	27.64	28.95	30.33	31.77

33.03 All employees shall be paid in accordance with the below Salary Schedule beginning on the first full payroll period in October 2022 and shall receive step advancement according to present practice.

October 2022	Grade	Months 1 - 6	Months 7 - 12	Months 13 - 18	Months 19 - 24	Months 25 - 36	Months 37 +
Customer Service Representative & Driver (No Wheelchairs)	2	15.59	16.33	17.10	17.92	18.77	19.66
Driver (No CDL) & Hostler	3	16.69	17.48	18.31	19.18	20.10	21.05
Driver (Fixed route in DAR bus) & Parts Clerk	4	18.21	19.07	19.98	20.92	21.92	22.96
Driver (CDL-B) & Mechanic 1	5	19.90	20.85	21.84	22.88	23.96	25.10
Mechanic 2	8	25.70	26.92	28.20	29.54	30.94	32.41

33.04 An employee assigned to work a split shift shall receive an additional seventy five cents (\$0.75) per hour for all time worked on the day of the split shift. This \$.75 will be treated as wages for the purpose of calculating overtime.

33.05 An employee assigned to work an overnight shift shall receive an additional one dollar and fifty cents (\$1.50) per hour for all time worked on the day of a shift that contains the entire block of time: 12am through 4am. This \$1.50 will be treated as wages for the purpose of calculating overtime.

33.06 Employees in the following positions: Mechanic 1, Mechanic 2, and Parts Clerk may choose to complete the below tests and become ASE certified. Should they complete the tests and become ASE certified their pay will be increased by the amounts listed. These amounts shall be treated as wages for the purpose of calculating overtime.

33.07 Mechanic 1 & 2 Automotive Service Excellence Certification

- A. Employees are required to complete all tests and training outside of work.
 - I. Employees will be reimbursed, the cost of each passed test in the Transit Bus category.
 - II. Reimbursements will require a receipt for the test and an ASE certificate showing a passed test
- B. Raises will only stay in effect when tests are current for each level.
- C. \$.50/hour for 4 individual certifications in the ASE Transit Bus Certification courses (H Series of ASE Tests). The 4 required tests for this raise are:
 - I. H2- Diesel Engines
 - II. H4- Brakes
 - III. H5- Suspension & Steering
 - IV. H7- Heating Ventilation & Air Conditioning (HVAC)
- D. \$1.00/hour for master certification in ASE Transit Bus Certification (H Series of ASE Tests)

33.08 Parts Clerk Automotive Service Excellence Certification

- A. Employees are required to complete all tests and training outside of work.
 - I. Employees will be reimbursed, the cost of each passed test in the parts category.
 - II. Reimbursements will require a receipt for the test and an ASE certificate showing a passed test.
- B. Raises will only stay in effect when tests are current for each level.
- C. \$.50/hour for 1 individual certification in the ASE Parts Specialist Certification courses (P Series of ASE Tests). The required tests for this raise are:
 - I. P1- Medium-Heavy Truck Parts Specialist
- D. \$.75/hour for master certification in ASE Parts Specialist Certification (P Series of ASE Tests)

33.09 Any bargaining unit employee assigned to train a new employee shall receive an additional two dollars (\$2.00) per hour for all time worked training. LAKETRAN reserves the right to designate trainers and training hours. Trainers are required to report trainee performance to LAKETRAN.

33.10 An employee will not be paid for a missed shift, an unauthorized absence, or for time missed due to a late arrival.

33.11 An employee who refuses a shift/job assignment change will not be eligible for work on the day of the refused shift and will not be paid for the refused shift.

33.12 An employee who notifies LAKETRAN he will be late prior to his scheduled start time and who arrives within 30 minutes of his scheduled start time, or an employee who arrives within 10 minutes of his scheduled start time without prior notification, will operate his scheduled route or be assigned

other work at the discretion of the Employer, and will be paid for the remainder of his shift at the wage rate corresponding to the actual work performed.

33.13 An arrival of 11 minutes or more without prior notification, or a late arrival of 31 minutes or more regardless of notification, will be considered an unauthorized leave and the employee may be sent home without pay at the Employer's discretion.

ARTICLE 34 SAFETY AND PRODUCTIVITY BONUSES

34.01 Andy Altenweg Safety Award

- A. Applied to drivers, hostlers
- B. Based on safety record from November 1 to October 31 of the current year. 2020 will be based on December 1, 2019 until October 31 2020.
- C. Payments will be made during the week immediately after the payroll including October 31st is paid to employees.
 - I. 2020- November 20th
 - II. 2021- November 19th
 - III. 2022- December 2nd
- D. To be qualified none of the following may have happened:
 - I. Chargeable accident (When the driver is legally at fault [cited] or found by Laketran to be at fault)
 - II. Where there is property damage and the accident is the drivers fault.
 - III. Negligent traffic violations in a Laketran vehicle
 - IV. Negligent driving requiring a tow or assistance.
 - V. Unsafe action directly resulting in injury to yourself, an employee or any person.
- E. Prorated 2020 hours
 - A. 460 -920 hours worked \$75.00
 - B. 921-1380 hours worked \$110.00
 - C. 1381-1610 hours worked \$150.00
 - D. 1611-1840 hours worked \$180.00
 - E. 1841 or more hours worked \$225.00
- F. 2021-2022 hours
 - A. 500 -1000 hours worked \$75.00
 - B. 1001-1500 hours worked \$110.00
 - C. 1501-1750 hours worked \$150.00
 - D. 1751-2000 hours worked \$180.00
 - E. 2001 or more hours worked \$225.00
- G. Vacation and Holiday hours count toward the award, but sick time does not.

34.02 Mechanic & Parts Accuracy Bonus

- A. Applied to Mechanic's 1 & 2 and Parts Clerk
- B. Measurement period from November 1 to October 31 of the current year. 2020 will be based on December 1, 2019 until October 31st 2020.
- C. Payments will be made during the week immediately after the payroll including October 31st is paid to employees.
 - A. 2020- November 20th
 - B. 2021- November 19th
 - C. 2022- December 2nd
- D. The following items will be tracked and evaluated during the measurement period:
 - I. The parting out of parts correctly and accurately on work orders.
 - II. Marking of tasks in the maintenance software as completed (PM Pending).

- III. Accurately record descriptions in the work order. (Put a description of what you did into your work order so mechanics following you know what was done)
- IV. Performing corrective action on all open work pending, on each work order.
- E. 0-10 errors \$225
- F. 11-18 errors \$150
- G. 19-24 errors \$75

34.03 CSR Accuracy Bonus

- A. Applied to Customer Service Representatives
- B. Measurement period from November 1 to October 31 of the current year. 2020 will be based on December 1, 2019 until October 31st 2020.
- C. Payments will be made during the week immediately after the payroll including October 31st is paid to employees.
 - I. 2020- November 20th
 - II. 2021- November 19th
 - III. 2022- December 2nd
- D. No more than 26 errors per 950 hours worked and number of calls answered per hour must be 9.0 or above. \$225
- E. No more than 30 errors per 950 hours worked and number of calls answered per hour must be 8.5 or above. \$150
- F. No more than 34 errors per 950 hours worked and number of calls answered per hour must be 8.0 or above. \$75
- G. If both measures are not met, the next lower bonus amount will be awarded.

ARTICLE 35 **HEADINGS**

35.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 36 **GENDER AND PLURAL**

36.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 37 **CONFORMITY TO LAW**

37.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

37.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 38

OBLIGATION TO NEGOTIATE

38.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

38.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, except by mutual agreement.

ARTICLE 39

TOTAL AGREEMENT

39.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 40

GRIEVANCE PROCEDURE

40.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

40.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

40.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party

responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects both Operations and Maintenance employees, it may be submitted at Step 2.
- d) The preparation and processing of grievances shall be conducted during non-working hours. If the Employer schedules a meeting during working hours, the grievant and, if no other steward is off duty, one (1) steward shall, if working, be released with pay to attend the meeting.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The grievant may have a Union Representative represent him at any step of the Grievance Procedure. An International Representative of the Union may enter the Employer's property, provided there is no interruption of the Employer's work and that prior approval is granted to the Representative by the Employer.
- g) The existence of this Grievance Procedure, hereby established, shall be the sole and exclusive method for resolving disputes between the Union and the Employer. If an employee who pursues any other available remedy other than provided by this procedure, he shall automatically have waived and forfeited any remedies provided by this procedure.
- h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions for probationary employees.
- i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

40.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An Operations Department employee who believes he may have a grievance shall notify the Assistant Director of Operations in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. A Maintenance Department employee who

believes he may have a grievance shall notify the Director of Maintenance in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Assistant Director of Operations or Director of Maintenance will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Assistant Director of Operations or Director of Maintenance and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The Supervisor shall render his decision within five (5) days of the informal meeting.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Director of Operations within five (5) days from the date of the rendering of the decision in Step 1. The Director of Operations shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Director of Operations shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within ten (10) days from the date of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the CEO within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The CEO shall convene a meeting within fifteen (15) days of the receipt of the appeal. The meeting will be held with the aggrieved party, Steward and his International Representative. The CEO shall issue a written decision to the International Representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the meeting. The decision of the CEO may be appealed pursuant to the Arbitration Procedure herein contained.

ARTICLE 41 **ARBITRATION PROCEDURE**

41.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within fifteen (15) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this fifteen (15) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

41.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

41.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

41.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

41.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance, all other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

41.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

41.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Robert Stein; 2) Dr. Harry Graham; and, 3) Dennis Minni.

41.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 42 **SECTION 13C AGREEMENTS**

42.01 The Union agrees it will expeditiously execute any agreement submitted by the Employer to the Union that is required by the Federal Transit Administration (FTA), (Section 13C Agreements).

ARTICLE 43 **DURATION**

43.01 This Agreement shall become effective on October 1, 2020, and shall expire on September 30, 2023.

43.02 Either party may serve a Notice to Negotiate on the other party not less than sixty (60) days prior to the expiration date of this Agreement.

ARTICLE 44

EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2020.

FOR THE UNION:

FOR THE EMPLOYER:

UAW Region 2B Director

Brian Falkowski
President, Board of Trustees

Benjamin Strickland
International Representative

Benjamin S Capelle
CEO

John Murphy
Negotiating Committee

April Wiles
Negotiating Committee

Sharon Braden
Negotiating Committee