STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Fact-Finding	(SERB No.:	2024-MED-01-0050
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Between	(Heard:	November 4, 2025
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	(Issued:	June 3, 2026
METRO REGIONAL TRANSIT AUTHORITY	(	
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And	(	
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TRANSPORT WORKERS UNION OF AMERICA, LOCAL 1	(	
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Michelle Miller Kotula
Fact-Finder

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INTRODUCTION

Michelle Miller-Kotula was appointed to serve as Fact-Finder in Case No. 2024-MED-01-0050 by the State Employment Relations Board on July 22, 2025 in accordance with Ohio Revised Code Section 4117.14 (C)(3). Hearings were conducted on November 4, 5, 10 and 11, 2025 in Akron, Ohio. The parties to this fact-finding have an ongoing bargaining relationship and a collective bargaining agreement (hereafter referred to as the "CBA"), effective by its terms June 1, 2021 through May 31, 2024. The parties to this CBA include METRO Regional Transit Authority (hereafter referred to as "METRO") and Transport Workers Union of America (hereafter referred to as the "Union") which represents over 300 bargaining unit employees. The bargaining unit is comprised of employees serving in the classification of Bus Operators, Vehicle Service Employees, and office personnel. METRO is a public employer that provides public regional transit to residents of Akron, Ohio and the surrounding area.

The parties began negotiations in March 2024 and met on the following dates: March 4 and 19, April 15, May 3, October 31, November 1 and 11, December 4 and, 13, 2024 and exchanged proposals on February 29, March 21, September 12, and December 12, 2024. Additionally, the parties engaged in mediation. Last best final offers (LBFO) were exchanged on June 23, 2025 and METRO sent a LBFO to the Union on November 3, 2025 prior to the Fact-Finding hearing. Although the parties reached tentative agreements in some areas, not all outstanding matters were able to be agreed upon. The parties attempted to negotiate the CBA but were unable to reach agreement. As a result, a request for fact-finding was initiated.

The parties were required to submit their respective position statements including a list of unresolved issues prior to the Fact-Finding hearing which were timely filed. They convened for a hearing with the Fact-Finder in Akron, Ohio in November 2025.

In accordance with the SERB's order, the parties filed written statements on the issues in dispute with the Fact-Finder involving the following:

Article III	Union Representation
Article VII	Seniority
Article VIII	Working Conditions
Article X	Wages
Article XI	Leave of Absence
Article XII	Vacations
Article XIII	Holidays

Article XIV	Jury Duty – Funeral Leave
Article XV	Hospitalization, Surgical, & Welfare
Article XVI	Life Insurance
Article XIX	Miscellaneous
Article XX	Extra Board Fill In Position
Article XXI	Special Service Operations (SSO)
Article XXII	Office Personnel
Article XXIV	Duration
Side Letter #2	
Appendix A	
Appendix B	
Memorandum of Agreement – School Tripper	
Memorandum of Agreement – Negotiations	
Memorandum of Agreement – (New Article) Technology	

During the hearing, before the undersigned, both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce oral explanations of documentary evidence in support of their respective positions. Through these discussions this Fact-Finder was given a thorough understanding of each party's position on the outstanding issues.

Prior to the hearing, numerous tentative agreements were reached between the parties and presented to the Fact-Finder. The following is a list of CBA Articles that were open and negotiated to tentative agreement through negotiations:

Article II	Recognition	Section 6 Section 7
Article III	Union Representation	Section 1 – 1st Paragraph Only
Article 5	Grievance and Arbitration	Step 2 Step 3

		Step 4 Section 3 Section 4
Article 7		Section 1 Section 5 Section 6 Section 7
Article 8	Working Conditions	Section 4
Article 10	Wages	Section 4
Article 11	Leave of Absence	Section 1
Article 12	Vacations	Section
Article 19	Miscellaneous	Section 4 Section 15
Article 22	Office Personnel	Section 8 Section 12 Section 15 Section 16 Section 18

To arrive at the recommendations contained in this report, the Fact-Finder relied upon, among other things, the following criteria as contained in SERB provisions:

- The reliable and credible testimony provided, the evidence presented at the hearing and further clarifications given to the questions of the Fact-Finder during discussions.
- The expired collective bargaining agreement between the parties.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest, welfare of taxpayers and the ability of the public employer to finance and administer the issues proposed and the affect of the adjustments on the normal standard of public service.
- The lawful authority of the public employer.
- The stipulations of the parties.
- Other factors, not confined to those listed above, or normally or traditionally taken into consideration in determination of the issues submitted to the Fact-Finder.
- The understanding that each individual issue has been reviewed for its

relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the CBA created through this process.

ISSUES IN DISPUTE AND RECOMMENDATIONS

ARTICLE III
UNION REPRESENTATION

METRO Position

METRO states in the current CBA its ability to exercise its management rights and operate business is unreasonably restricted if no Union representative is available. The Current CBA places limitations on time for communication of information in the disciplinary process. Its proposal would create a guarantee that at least one Union officer would be available to conduct business with METRO and serve as a safeguard if all Union officers are away on business and METRO is unable to administer the CBA.

ATU Position

The Union only agrees to "clean up language" in this Article.

It is the position of the Union that the Fact-Finder should not disturb the status quo of this Article to retain the longstanding practices in place.

FACT-FINDER RECOMMENDATION

The Fact-Finder agrees to the clean up language agreed to by the parties. All other language in this Article is recommended to remain status quo.

ARTICLE VII
SENIORITY

METRO Position

Section 4 (e) – METRO is requesting to change the language to read:

> Unless otherwise authorized by this Agreement the employee is out of the service of the Company ~~other than for injury or illness~~ or for more than six (6) consecutive months ~~(three (3) years in case of layoff)~~ or for a period equal to his/her seniority if his /her seniority is less than six months.

Section 4 (f) – METRO is seeking the language to read:

> The employee does not return to work on the next working day following the expiration date of an approved leave of absence, sick card, or vacation without good cause.

Section 4 (h) – METRO requests this language:

> Notice #45 dated December 30, 1986 Operators who have attained six (6) current points against their license or are not insurable shall be suspended from duty until their points fall below six (6) or are insurable. If the points are not due to drop off within twelve (12) months or the employee does not become insurable within twelve (12) months, then employment will be terminated immediately.

Section 4 (i) METRO requests for the language to read:

> A disability retirement occurs.

METRO states the 90-day probationary period is standard among Ohio Public Transit agencies but it is on the shorter end.

Regarding Section 4, METRO states it is part of an ongoing effort to combat rampant absenteeism. Currently no doctor's note is required until the employee returns from his or her lengthy absence. The current sick card system permits unlimited unpaid absences for conditions qualifying as sickness. The employee also retains a position and is unable to be replaced except for more overtime. While the employees are absent they continue to receive health insurance. Therefore, METRO asks the Fact-Finder to accept its proposal to change the language in this Article.

ATU Position

The Union is requesting for seniority to be used for the awarding of assignments, time off, and overtime.

Section 2 – The Union is requesting to change the probationary period from when training is complete until after the employee is hired.

Section 4 (d) – The Union submits the language should read:

> The employee does not notify the Company of his intention to return to work within five (5) working days after ~~being notified by~~ **personal service** or certified letter ~~or telegram~~ addressed to his/her last known address on the record of the Company of recall after layoff **received by the employee is sent to the employee**.

FACT-FINDER RECOMMENDATION

Based upon a thorough and impartial review of the facts and evidence submitted by both parties related to this Article, this Fact-Finder rejects changing the language contained in this Article at this time.

ARTICLE VIII
WORKING CONDITIONS

METRO Position

Section 1 (k) METRO suggests for the language to read as follows:

> 2nd paragraph:
> Furthermore, notwithstanding the aforesaid, any operator who is repeatedly absent for any reason will be subject to more severe discipline up to and including discharge. The use of the sick card is for employee's legitimate illness only, and any employee found to be using same to absent himself from duty for any other reason will be subject to discipline up to and including discharge. If the operator has not been released to return to work after ~~three months~~ five (5) days and every ~~three months~~ five (5) days thereafter, another sick card will be entered.
>
> 3rd paragraph:
> If an employee is absent for four (4) consecutive working days, a doctor's note is required upon return to work. The doctor's note must be applicable to the fourth (4th) working day and any subsequent days of consecutive absence. Example: If an employee is scheduled to work Monday through Friday and is absent on Monday, Tuesday, Wednesday and Thursday, he or she is required to submit a doctor's note upon return to work on Friday. If the employee who is scheduled to work Monday through Friday is absent on Monday, Tuesday and Wednesday and returns to work on Thursday, no doctor's note is required.

Section 5 (q) METRO requests for the following language:

> Detailers will go through a two (2) year wage progression with a top rate of thirteen dollars and fifty cents ($13.50). Detailers are not covered by Article 10 (Wages) during the term of this Agreement.

METRO requests for the Fact-Finder to accept its proposal. Because of the number of sick cards, overtime costs have increased and employees are paid benefits and not working. METRO asks for the sick cards to be capped at 10 days totaling 17 days of annual sick time. If more time is needed for absences the employee may be eligible for FMLA/ADA.

METRO rejects the Union's proposal because a modification would unreasonably limit management's ability to efficiently staff and conduct extra board runs.

METRO maintains managerial rights to assign work and take measures to increase the efficiency of its operations according to Ohio law. Requiring METRO to award by seniority would complicate the board system. Most seniority would be awarded timeslots they prefer and it would shrink the pool of those willing to drive extra board runs because less seniority would mean fewer desirable runs. METRO wants to avoid strict seniority to keep the Operator positions attractive to new recruits and lower seniority employees. METRO notes the system that is currently in place runs efficiently and effectively.

METRO requests the Fact-Finder to reject Section 1 as proposed by the Union and retain the current CBA language. The Union's proposal triples the number of occurrences where operators may trade days off. If the volume were to increase to 10 per year it would create a strain on METRO to schedule.

Related to 1 (h) METRO asks for the Fact-Finder to reject the language proposed by the Union. It would frustrate METRO's ability to schedule additional trips by requiring other operators to be called who are not available when one is there and is available for trips.

METRO opposes using strict seniority for awarding desirable schedules and work opportunities. It would prevent less senior and new hires from enjoying their turn performing desirable work and it would be detrimental to the morale.

It is stated by METRO that the Union's proposal to Section 2 (b) would increase the time relief from 5 to 10 minutes and would place impractical burdens on METRO's ability to offer continuous and uninterrupted service with available drivers. The Union's proposal should be rejected and the Fact-Finder accept METRO's proposal for the sake of maximizing the efficiency of its services.

In regard to Section 3, METRO rejects the Union's proposed language and recommends continuing the current language. The Union's proposed extension to the past report time unreasonably increases the grace period by a multiple of five, which would not incentivize punctuality and undermines METRO's ability to schedule routes effectively and provide on-time, reliable service to the traveling public.

ATU Position

The Union requests to change the language to read:

Section 1 (b) Operators will be given the opportunity to sign up for regular runs in accordance with seniority. Operators not desiring to sign up for a regular run may select the extra board. The extra board shall then consist of all those operators who have not signed up for a regular run. **Extra board runs shall be awarded by seniority.**

As of July 2 025, the practice of "school trippers" has not taken place in several years. In the event that the practice is reinstituted, the language in the 2021 to 2024 collective bargaining agreement shall govern.

> ~~**The following provisions, including paragraphs (b)(1) and (b)(2) shall be subject to a Memorandum of Agreement during the term of this Agreement.**~~
>
> ~~**An operator may select a school trip or in addition to a regular run in accordance with seniority, provided the list of available trippers has been identified and posted.**~~
>
> ~~**Such school trippers will be rotated among regular operators holding a run**~~

~~**by starting at the top of the seniority list at the official opening of each school year and continuing through subsequent sign-ups. Payment will be made only when said scheduled trip is operated. With respect to such rotation, there shall be an AM and PM revolving list. If a run selected by a Vacation or Jump operator includes a BOE tripper, such operator has the option to work the BOE tripper. The option must be declared on the day they signed the Vacation or Jump run at the regular sign up.**~~

Section 1 (g) The Union requests for the number of times for the Operators to trade their day off with another operator be increased from 3 to 10 times per year.

Section 1 (h) in this section, the Union recommends for the language to be changed in the second paragraph so that Operators will not be forced to take additional trips by adding the language if another operator is available.

Section 1 (i) The Union requests for the language to be changed to read:

> Extra work which must be performed by operators otherwise scheduled for a day off **shall be awarded by seniority from the** ~~**revolve among those regular and extra**~~ operators to make written requests for such extra work. Operators reporting as scheduled on their day off shall receive a minimum of four (4) hour's pay.

Section 2 (b) The Union submits the language should be changed to allow for 15 minutes pull up time for all garage departures and 10 minutes pull up time for all other relief points.

Section 3 (a) (6) The Union requests the grace period to be increased from 59 seconds past report time to five minutes before charging a miss.

Section 5 (b) the Union requests the following addition to the language:

> All hours worked in excess of forty (40) hours in any workweek **or hours worked in excess of an employee's regularly scheduled eight (8) or ten (10) hour shift** shall be paid for at the rate of one and one-half (1 ½) times the regular hourly rate.
>
> (f) In computing hours worked for the purpose of overtime after forty (40) hours, **overtime for hours worked in excess of an employee's regularly scheduled eight (8) or ten (10) hour shift,** and overtime for the sixth and seventh days worked, days **or hours** not actually worked for any of the following reasons shall be considered as having been actually worked:
>
> (1) ~~Death in the employee's immediate family~~ **Paid bereavement leave:**
>
> (n) In the event the number of CNG Buses increases to an amount that would require servicing outside the current normal hours, the **Union** ~~vehicle service~~

~~department~~ agrees to meet with the Company make arrangements to meet the servicing requirements of the CNG Buses within the hours imposed by public utilities.

(q) Detailers shall **earn 55% of top rate for vehicle services employees,** ~~will go through a two (2) year wage progression with a top rate of thirteen dollars ($13.00). Detailers' wages shall increase in accordance with our not covered by Article 10 (Wages) during the term of this Agreement.~~

The Union suggests the following changes in Section 6:

(a) Change the last Section to read: This work would be assigned by seniority from the former language that said it would be assigned through a rotating list.

The Union wants to preserve school tripper language in case it returns.

Section 1(g) proposed by the Union would increase trades and conforms with FLSA. It would not cost additional money and an operator works the time METRO needs. The Union's proposal would give the operators the ability to take needed time off for emergencies, last-minute doctor appointments and attend family obligations. It is a cost neutral proposal.

In its proposal the Union attempts to address the issues that arise by allowing a driver to leave at the end of a shift if another driver is available to take the call.

The Union recommends for the Fact–Finder to accept its proposed language changes. The Union proposes that the pullout time increase is important to provide relief for driver garage departures. The Union finds it necessary to increase the grace period because four or more misses in 30 days could result in discipline.

The Union is attempting to more directly align the benefits of bus operators with those employees working in vehicle services. Employees should receive overtime for time worked beyond the regular eight (8) or ten (10) hour shift and holidays to be paid in the same manner as bus drivers.

The Union contends they correctly receive only $13 an hour below the living wage needed for a single employee. The salary of the vehicle service rate needs to be tied to the operators' rate so it increases the wage rates for the detailers.

FACT-FINDER RECOMMENDATION

After careful consideration of the proposals of the parties, this Fact-Finder determines not to change the CBA language in the following areas:

Section 1: Runs, Sign-Ups, Extra Board

Section 2: Hours, Allowances and Overtime

Section 3: Misses – Penalties

Related to Section 5: Vehicle Service Employees and Detailers, the Fact-Finder recommends to increase the rate of the Detailers in (q) to the following, effective 6/1/26: $14.00.

ARTICLE X
WAGES

METRO Position

METRO proposes the following:

> SECTION 1. Bus Operators. The hourly top rate for the Bus Operators is $30.14, as of 5/31/2021, increases shall be as follows:

	EFFECTIVE:	EFFECTIVE:	EFFECTIVE:
	DOS	DOS + 1	DOS +2
TOP WAGE RATE	$32.95 (3%)	$33.94 (3%)	$34.96 (3%)

"DOS" represents Date of Signing of this Agreement or Implementation. "DOS + 1" represents Date of Signing plus one year, and "DOS +2" represents Date of Signing +2 years.

The Company proposes to strikeout the following language:

> ~~The June 1, 2021 pay increase shall be retroactive to that date and paid within thirty (30) days following ratification of this Agreement.~~
>
> ~~If the Union ratifies the successor agreement, members will be eligible for two ratification bonuses. First, any member employed on the date of Union ratification will receive a ratification bonus of two thousand eighty dollars ($2080.00), which will be paid in the second paycheck following ratification of a successor Agreement. Second, any member still employed six (6) months from Union ratification of this Agreement will receive a second ratification bonus of five hundred dollars ($500.00), which will be paid in the second paycheck following such date. Regular deductions will be withheld from each bonus.~~

Section 2 The Company proposes removing the following language:

> SECTION 2. ~~A wage adjustment shall be paid based upon sales tax revenues received by the Company. Wages shall be increased one cent per hour for every $35,000 increase in Company tax revenues over the previous year for the first 500,000 increase, and one cent per hour for every $50,000 in increases thereafter. This adjustment shall be made utilizing a base year of July 1 to June 30 and shall be paid beginning the first payroll after August 1 of each year. Any~~

~~annual decrease in sales tax receipts shall be offset, based upon the same formula against amounts due under this section in future years.~~

~~The wage adjustment clause will now be calculated as follows:~~

~~If the State of Ohio makes legislative changes to the basis or method of computing, charging or collecting sales tax revenues, then the parties shall meet and negotiate how to calculate adjustments under this section.~~

.01 For Each 35K-500K
.01 For each 50K Over 500K

~~If there are any changes up to the sales tax rate (percentage); the rate of sales tax collection in effect on August 1 will be used to determine the basis for the SOLA calculation. This rate will also be used to prorate the sales tax collections of months were a different rate was in effect. The basis for any prorated months will use METRO's actual tax collection when possible. At no time will the SOLA formula be calculated between two different sales tax percentages.~~

~~For the initial year only, one-half (1/2) of the Summit County's sales tax receipts for the year ending June 1991 shall be compared with one-half (1/2) of the Summit County Sales tax receipts for the year ending June 1992 to determine the amount of increase or decrease for the year. Thereafter, both the base year and the year of adjustment shall be calculated based upon the Company sales tax receipts.~~

~~There will be no change to August 1, 2017, SOLA payment. The August 1, 2018, and August 1, 2019, SOLA payments shall be considered combined with the December SOLA payments, as reflected in Section 3 below. There shall be no separate August 1, 2020, SOLA payment unless negotiated by the parties as part of a successor agreement.~~

SECTION 3 (2ND paragraph)

A year-end bonus has already been paid for 2024, and no additional bonus will be paid under this Agreement. If a new agreement is not reached by August 2, 2025, the Company will pay the required bonus, and no additional bonus shall be required of METRO.

(3rd Paragraph) – METRO proposes the following language:

A year end Attendance bonus of one thousand dollars and zero cents ($1000.00) will be paid in the last paycheck in each year during the term of this Agreement. This bonus will utilize a base year of ~~July~~ November 1 to ~~June 30~~ October 31 of the prevailing year. ~~This bonus will be based on a standard work week of 2080 hours. The bonus will be prorated for employees working less than 80% of 2080 hours in the previous year.~~ An employee must work at least one thousand eight

hundred seventy-two (1,872) hours during the defined year to be eligible to receive the bonus; no pro-rated bonus will be paid if this condition is not fully satisfied.

(4th Paragraph) – METRO proposes the following language:

The year end attendance bonus will only be paid out to employees that have not terminated employment for any reason before November 15.

METRO rejects the wages proposed by the Union. Based on industry standards, comparator Ohio public transit agencies, local economic conditions and the bargaining history of the parties. Based on these facts, METRO's proposal should be adopted. The report establishes METRO's current proposed top wage rate of $32.95 an hour exceeds the median in many geographic regions across the country. It also exceeds or outperforms and is considered to be competitive across transit agencies nationwide. According to the SERB report the wages nearly match increases for all public sector employees and the wages that METRO is offering are more than reasonable. In METRO's wage proposal it is uniquely competitive among Ohio public sector operations considering the size and financial capacity. Its size considers wages in isolation alone. The wage package is competitive and much more in line with industry and local standards.

METRO consistently expressed to the Union one of the goals is to eliminate and replace the revenue-based SOLA wage adjustment and SOLA bonus. METRO has been required to increase wages through adjustments each year based on increases in sales tax revenue.

METRO rejects the Union's proposal of Section 3 of Article 10. METRO's proposal bonus of $1000 is competitive but achievability is a bonus in itself.

METRO proposes to convert the lump sum bonus formula to one based on revenue increases to one based on attendance benefits because it is better for METRO to project labor costs. Bargaining unit employees need more control with healthy attendance practices. Employees would receive a financial incentive. This proposal compares favorably against those offered to other Ohio public sector employees.

ATU Position

The Union proposes the following for Bus Operators and the addition of Vehicle Service. The hourly top rate for the Bus Operators is to be increased from $30.14 to $31.98 as of May 31, 2024 with the following:

	EFFECTIVE	EFFECTIVE	EFFECTIVE
	~~6/1/2021~~ 6/1/2024	~~6/1/2022~~ 6/1/2025	~~6/1/2023~~ 6/1/2026
RATE INCREASES	~~2.00%~~ (5%)	~~2.00%~~ (5%)	~~2.00%~~ (5%)

The Union notes the June 1, 2024 and June 1, 2025 pay increase shall be retroactive to that date and paid within thirty (30) days following ratification of this Agreement.

The Union contends all TWU employees shall have 3% of the employee PERS contribution "picked up" by METRO.

It is the Union's recommendation that for Operators hired prior to August 1, 1997 the top rate shall be paid according to the following wage progression:

1ST YEAR	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR
60% of Top Rate	65% of Top Rate	70% of Top Rate	75% of Top Rate	100% of Top Rate

In Section 2, the Union submits if the State of Ohio makes legislative changes to the basis or method of computing, charging or collecting sales tax revenues, then the parties shall meet and negotiate how to calculate adjustments under this Section.

.01 FOR EACH 35K-500K
.01 FOR EACH 50K OVER 500K

Regarding Section 3, the Union requests for a year-end bonus of $2000 to be paid in the last paycheck in November of each year. The year-end bonus for 2024 and 2025 only of $2000 shall be paid within 30 calendar days of ratification. The Union recommends keeping the signing bonus.

FACT-FINDER RECOMMENDATION

The Fact-Finder acknowledges that negotiations have been ongoing and resulted in wages remaining the same since negotiations commenced since the CBA has not been resolved. In the interest of achieving a prompt and efficient resolution, the Fact-Finder suggests a lump sum compensation payment in lieu of retroactively recalculating wage rates and overtime rates from payroll records for the period of June 1, 2024 through May 31, 2025 and June 1, 2025 through May 31, 2026. The Fact-Finder recommends for METRO to provide bargaining unit members with a total lump sum payment of $3500 to cover these periods.

The lump sum payment represents an administratively efficient method of recognizing compensation adjustments attributable to the referenced periods. This payment avoids the substantial administrative burden, expense, and potential payroll complications associated with retroactive wage calculations and payroll corrections while providing employees with timely compensation.

The payment is to become effective within thirty (30) calendar days of signing or as soon as practicable (but no longer than sixty (60) days from date of signing) this CBA. This lump sum payment is intended to fully resolve compensation issues for the periods of June 1, 2024 through May 31, 2025 and June 1, 2025 through May 31, 2026, except as otherwise expressly provided in this CBA.

To be eligible for the lump sum payment, an employee must have worked at least one thousand six hundred and sixty four (1664) hours during each of the time periods (June 1, 2024 to May 30, 2025 and June 1, 2025 to May 31, 2026) and be employed by METRO upon the date of ratification to be eligible to receive the lump sum payment. No pro-rated payment will be paid if these conditions are not fully satisfied.

Effective June 1, 2026, the Fact-Finder recommends a 4% rate increase for Bus Operators. (For reference, the current top rate of Bus Operators as of the date of this Award is $30.14.)

ARTICLE XI
LEAVE OF ABSENCE

METRO Position

METRO proposes the following language:

SECTION 2. Employees on approved leaves of absence and employees using sick cards shall retain and accumulate seniority, but employees will not be eligible for any fringes and/or benefits while on an approved leave of absence or using consecutive sick cards exceeding thirty (30) calendar days unless otherwise required by law or this Agreement. Employees will be required to timely provide METRO their health insurance contributions during the first six (6) months of an approved leave of absence and/or while using sick cards unless the employee's contribution can be deducted for the employee's payroll; otherwise, METRO can issue a COBRA notice for employees to continue insurance on their own if they desire. After six (6) months, employees wishing to continue their insurance during this time will be required to pay the Company one hundred percent (100%) of the total premium based on then COBRA rates) before the end of each calendar month. Employees who fail to timely pay their insurance premium will be provided a COBRA notice for the employee to continue insurance on their own if they desire.

METRO also proposes the following:

Section 5. ~~Employees who become partially disabled and cannot perform their regular duties will after providing satisfactory medical evidence of such disability, be placed on indefinite sick leave. The continuation of any such disability shall be certified to the Company by the Union periodically~~ . Any employee on ~~such~~ a sick leave or a partial disability leave will be permitted to engage in any other means of earning a livelihood. Should an employee be determined permanently and totally disabled ~~for purpose of disability pension benefits,~~ he/she shall be removed from the seniority list.

METRO states the current sick cards permit individuals to remain employed indefinitely which was never the intent of sick cards. METRO must take measures to curb abuse of sick cards system. Absenteeism is abnormally high due to the sick card system and unpaid absenteeism constituted 7.4% of the total work hours in 2024. METRO offered a total of 70 sick cards at 10 occurrences during a year in exchange for placing limits on currently infinite sick card system established by the CBA. It is a reasonable proposal

which permits ample available hours for absences while accounting for operational needs. It is noted that sick card absences were higher on Mondays and Fridays and concluded they were used to extend weekends. There appears to be a spike around holidays starting in November. The annual hours due to sick card usage in 2023 were 29,000, in 2024 were 41,000 and in 2025 to the date of fact-finding were 37,000.

ATU Position
The Union proposes for the Fact–Finder to maintain the current CBA language.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends for Section 2 to read with the following modifications:

SECTION 2. Employees on approved leaves of absence and employees using sick cards shall retain and accumulate seniority, ~~but employees will not be eligible for any fringes and/or benefits while on an approved leave of absence or using consecutive sick cards exceeding thirty (30) calendar days unless otherwise required by law or this Agreement. Employees will be required to timely provide METRO their health insurance contributions during the first six (6) months of an approved leave of absence and/or while using sick cards unless the employee's contribution can be deducted for the employee's payroll; otherwise, METRO can issue a COBRA notice for employees to continue insurance on their own if they desire.~~ After six (6) months, unless otherwise required by law or this Agreement, employees wishing to continue their insurance during this time will be required to pay the Company one hundred percent (100%) of the total premium based on the current COBRA rates before the end of each calendar month. Employees who fail to timely pay their insurance premium will be provided a COBRA notice for the employee to continue insurance on their own if they desire.

The Fact-Finder also recommends to retain the language contained in Section 5.

ARTICLE XII
VACATIONS

METRO Position
METRO proposes the following:

SECTION 3. For employees working less than ~~80%~~ ninety percent (90%) of their scheduled workdays during the previous vacation, who are employed on January 1, pro rata vacations will be allowed. In the process of determining the scheduled workdays, extra work and overtime vacation entitlement set forth under Section 1 above. Any employee who is otherwise entitled to and has not received his/her vacation as provided in this Article shall be entitled to his/her vacation pay. Vacations may be taken to coincide with an employee's National Guard or military reserve service if scheduled at the time of the vacation sign up.

METRO contends its vacation proposal is reasonable and competitive considering the number of vacation hours offered by other public transit employers in Ohio. Considering the high wage rate for each vacation hour provided to METRO's employees, its proposal should be accepted.

METRO's proposal to increase to 90% of the hours required to enjoy full vacation benefits without proration is a modest increase to incentivize better attendance practices.

ATU Position
The Union proposes for the Fact-Finder to maintain the current CBA language.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends keeping the language of the Vacations Article status quo.

ARTICLE XIII
HOLIDAYS

METRO Position
METRO proposes the following language in these Articles:

SECTION 1. For the purposes of this Agreement, New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the employee's birthday (optional floater) shall be considered holidays. In addition, an employee may select ~~four (4) personal leave~~ six (6) PTO / Sick Leave ("PTO") days subject to scheduling requirements. Employees may take a day's pay in lieu of a personal leave day.

> (b) ~~Four (4)~~ Six (6) ~~personal leave~~ PTO days may be used as one-half (1/2) days off as scheduling allows. The payment of one-half (1/2) ~~personal leave~~ PTO days may not be used in lieu of time off. Scheduling for these days will remain as currently practiced under the Personal Leave Agreement Policy. An operator must trade his/her scheduled assignment for an AM or PM tripper when requesting a one-half (1/2) ~~personal leave~~ PTO day. When manpower allows, working an AM or PM tripper may not be required. One-half (1/2) ~~personal leave~~ PTO day will pay four (4) hours.
>
> (c) METRO guarantees a maximum of three slots to be used for ~~personal leave~~ PTO or vacation days per day. Birthdays not designated as an optional floater take priority on the three guaranteed slots.

Employees ~~will~~ can receive ~~six (6) personal leave~~ up to eight (8) PTO days of which two (2) of the ~~personal leave~~ PTO days are to be taken on the day after Thanksgiving and/or Christmas Leave, if not scheduled to work. Employees scheduled to work on any of these days will be paid at straight time, and the unused ~~personal leave~~ PTO days can be

scheduled any time thereafter subject to scheduling requirements. In lieu of holiday, employees can request an additional PTO day. All requests must be made to METRO's Dispatch or designee at least five (5) working days in advance of the holiday and the employee must satisfy the conditions in Section 3 of this Article.

SECTION 5 ~~As is one, 1997, four (4) of the six (6) personal leave day shall be prorated. Employees must acquire 80% of the working hours for each quarter prior to August when personal leave days are to be awarded. Personal leave days are to be taken from August 1 through July 31.~~

~~QUARTER 1~~	~~August~~	~~September~~	~~October~~
~~QUARTER 2~~	~~November~~	~~December~~	~~January~~
~~QUARTER 3~~	~~February~~	~~March~~	~~April~~
~~QUARTER 4~~	~~May~~	~~June~~	~~July~~

~~Overtime hours shall be used for the purpose of this calculation. For the purpose of this calculation the quarter shall begin August 1 of each year.~~

~~(a)~~ On August 1, 2025 only, any personal days accrued by bargaining unit employees in accordance with the provisions of Article 13 of the expired Agreement shall be awarded to employees in the front-loaded amount. This paid time off will be considered PTO under this Agreement. On August 1, 2025 only, the amount of awarded time owed (up to four (4) days) will be increased to six (6) PTO days and awarded concurrently in a frontloaded amount.

In all subsequent years throughout the duration of this Agreement, employees will be awarded two (2) PTO days in a frontloaded amount regardless of hours worked throughout the four (4) quarters in the previous calendar year on August 1. Employees can also earn a maximum of six (6) PTO days (excluding holiday pay conversions) throughout the twelve (12) month period beginning on August 1 and ending on July 31. To qualify for additional PTO days, employees must acquire ninety percent (90%) of the working hours for each quarter prior to August when PTO is awarded.

Annual Quarters	Maximum PTO Days Based on 90% of Scheduled Hours Worked			
Quarter 1	August	September	October	1.5
Quarter 2	November	December	January	1.5
Quarter 3	February	March	April	1.5
Quarter 4	May	June	July	1.5

Overtime hours shall be used for the purpose of PTO hour accrual calculation. Calculation of PTO day accrual begins anew on August 1 of each calendar year.

(b) The value of one (1) PTO day is the employee's regular daily rate of pay as determined by the wage scale contained in Article 10 of this Agreement. PTO

will not be used or considered as time worked for the purpose of overtime. Accrued but unused PTO days will not carryover from one twelve (12) month period to any subsequent twelve (12) month period. Unused PTO days as of July 31 will be cashed out so long as the individual is still employed.

(c) Depending on the circumstances, the need to use PTO may be either foreseeable or unforeseeable.

When the need to use PTO is reasonably foreseeable, employees are required to inform METRO's Dispatch or designee of the need to use PTO no later than 1:00 PM on the working day prior to the day when the employee intends to use PTO. Examples of reasonably foreseeable events requiring the use of PTO include, but are not limited to, scheduled appointments, scheduled events, and trips.

When the need to use PTO is unforeseeable, employees are required to inform METRO's Dispatch or designee of the need to use under the circumstances but no later than thirty (30) minutes before the scheduled beginning of the employee's shift.

When an employee notifies Dispatch or the designee that an employee will be absent, the employee must indicate if they are requiring PTO at the time of the notification.

(d) METRO retains the sole discretion to deny PTO usage request depending on the number of employees requesting to use PTO during a particular workday. Under no circumstances may more than five percent (5%) of any discrete job classification use PTO in a single workday. PTO will be awarded based on the order employees called in to use PTO.

Absence from a scheduled shift when a request to use PTO has been denied and/or absence from a scheduled shift when the request to use PTO does not comply with the procedures established by this Section shall be considered an occurrence unless excused for a different reason.

METRO asks the Fact-Finder to adopt its proposal. The Union's proposal seeks to add an additional holiday, restrict METRO's ability to require personal leave days to be taken during their holidays when demands for service are lower and allow holidays to be exchanged for personal days. The Union's proposal increases METRO's financial obligations regarding holiday pay and fails to account for METRO's concerns regarding sick card usage without compromise on the critical issue of sick cards. METRO is unwilling to increase holiday leave benefits.

In Section 5, METRO contends it is another aspect of its proposed PTO system. It is designed to reform the sick card system hampering METRO's ability to operate efficiently and effectively.

ATU Position

Section 1- The Union proposes Juneteenth to be considered as a holiday in the CBA. The

Union also requests that an employee may select six (6) personal leave days instead of four (4) subject to scheduling requirements.

The Union requests in Section 1 (b) for the following language:

> In lieu of holiday pay, employees shall receive a personal day for each day designated a holiday, which may be taken later or as a day's pay at the member's option. All holidays will be observed and earned on the day of the holiday.

The Union also recommends the Fact-Finder to accept its position on Section 1 (c), 2nd paragraph, striking the current CBA language and the remaining language would read:

> Employees will receive six (6) personal leave days.

In Section 3 (c) and 3 (d) the Union recommends the following language:

> (c) Notwithstanding any provision to the contrary, any employee ~~scheduled to~~ who works a Holiday (excluding Thanksgiving and Christmas), ~~and who works as scheduled,~~ shall be entitled to a minimum of eight (8) hours of pay at one and a half (1 1/2) times the employee's regular hourly rate regardless of actual hours worked.
>
> (d) Notwithstanding any provision to the contrary, any employee ~~scheduled to~~ who works on Thanksgiving and/or Christmas day ~~and who works as scheduled,~~ shall be entitled to a minimum of eight (8) hours at double pay regardless of actual hours worked. Employees who work on Thanksgiving and/or Christmas Day do not receive holiday pay; instead, such employees will receive a personal day, which may be taken later or as a day's pay at the member's option.

The Union asks the Fact-Finder to add Juneteenth as a holiday. The Union proposes for holiday pay to be used for time worked on holidays to be able to be used as personal time and more flexible. The Union proposes the two personal days currently restricted be used on the day after Thanksgiving and Christmas Eve to give more flexibility.

FACT-FINDER RECOMMENDATION

It is this Fact-Finder's recommendation to keep the current CBA language while the sick card system is in place. This is an area the Fact-Finder encourages the parties to work toward revamping in the future to better serve both parties.

The benefits enjoyed related to sick cards have been accepted by both parties through multiple bargaining cycles. In order to change and revamp this system, it may require administrative changes, policy revisions, software updates and employee education and ongoing oversight. These transition costs may outweigh the perceived benefits if significant and immediate changes occur without consideration of the entire process.

ARTICLE XIV
JURY DUTY – FUNERAL LEAVE

METRO Position

METRO asks the Fact-Finder to maintain the current contract language. The current practice allows the leave to be taken in circumstances either immediately before or after the date of the funeral or split across the days off. The Union's proposal should be rejected.

ATU Position

The Union suggests that the Fact-Finder change the language in this Article to read:

SECTION 2. ~~Any employee who is absent from work during the normal work week~~ When a leave is requested by an employee because of death of his/her mother, stepmother, father, stepfather, spouse, brother, sister, child, stepchild, minor child living in the employee's home, current father-in-law, current mother-in-law, current brother-in-law and sister-in-law, current grandfather-in-law, grandmother-in-law, current grandfather, grandfather, grandmother, grandchild, half-brother, and half-sister, the employee shall be paid for time lost by reason of such absence up to a maximum of three (3) consecutive scheduled working days of bereavement leave. ~~One of which is the day the funeral and the other days must immediately precede or follow the day of the funeral.~~

Employee shall be allowed two (2) additional unpaid days of ~~funeral bereavement~~ leave (except from the attendance policy) upon providing document of verification of an out-of-state funeral involving the death of an individual qualifying the employee for funeral leave as set forth above. These additional days must be congruent with the three days provided above.

Pay for such absence shall be provided on the employee's regular hourly rate and normal schedule.

The Union requests to delete the 3rd paragraph of Section 2 and also the three examples.

The Union asks the Fact-Finder to accept its proposal. This is separate from the requirement that the funeral must be held. The concept contained in the current CBA is outdated. The leave provided should not be just to attend a funeral but to grieve the loss of a close family member. Society has moved away from traditional funerals. The Union is not proposing extra time, but to change the trigger for the time.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends to maintain the current CBA language since it currently allows funeral days to be taken based on the several different circumstances.

ARTICLE XV
HOSPITALIZATION, SURGICAL AND WELFARE

METRO Position

METRO is requesting the following changes to Section 1:

Delete the following Paragraphs:

~~Effective January 1, 2016 the employee will be required to pay a premium co-pay of 0.75% of the base hourly rate (based on 80 hours per pay). Co-pay to be adjusted annually every January thereafter. If an employee does not receive a paycheck or is on Sickness and Accident paid their premium co-pay shall be held in abeyance and all past premium co-pay shall be paid upon returning to duty or leaving the Company. Arrangements for repaying the past due premiums must be made with the Company. Employees who do not return to work shall have all past due premiums withheld from their terminal pay.~~

~~Effective January 1, 2016 the employee will be eligible for a premium co-pay reduction of 0.25% of the base hourly rate (based on 80 hours per pay) for being tobacco free.~~

~~Effective August 1, 2018, the employee will be required to pay a premium co-pay of 1.00% of the base hourly rate (based on 80 hours per pay). Co-pay to be adjusted annually every January thereafter. If an employee does not receive a paycheck or is on Sickness & Accident paid shall be paid upon returning to duty or leaving the Company. Arrangements for repaying the past due premiums must be made with the Company. Employees who do not return to work shall have all past due premium's withheld from their terminal pay.~~

The language Paragraph 9 is suggested is to read:

Effective upon the first day of the term of this Agreement or the Date of Signing of this Agreement, whichever is sooner, the employee will be required to pay a bi-weekly premium of two point four percent (2.4%) of their base hourly rate (based on 80 hours per pay) for Single coverage and four percent (4%) for Spouse and/or Family coverage. The selected premium will be deducted from an employee's bi-weekly pay, but in the event an employee's bi-weekly pay fails to fully cover the premium, the employee will be required to provide his/her premium contribution to METRO before the end of the next pay period. If an employee falls more than twenty-eight (28) calendar days behind in providing his/her full premium contributions to METRO, METRO will issue the employee a COBRA notice, and the employee will be responsible for the employee and METRO's premium contribution moving forward. METRO, however, will return to contributing its premium contributions for the employee following the next open enrollment so long as the employee's premiums have been paid in full and METRO has been fully reimbursed for premiums paid on behalf of the employee.

METRO requests for all five (5) paragraphs of Section 2 to be deleted. METRO notes

the only group that receives the HMO currently is the TWU, and METRO would like everyone on the PPO. This requires carving them out separately from the rest of the group and creating a second plan for the agency while getting bids for medical coverage thereby reducing its economies of scale. If Section 2 of this Article is not removed in its entirety, METRO is requesting the language remain with the exception of the premium percentage, which should be increased from 3.0% to 5.0% if this language remains.

The last paragraph of Section 2 is requested by METRO to read:

~~Effective August 1, 2027~~. The Company will provide sickness and accident insurance benefits of $450 per week for a maximum of thirteen (13) weeks during a rolling twelve (12) month period. ~~After the first thirteen (13) weeks or exhausted an employee is eligible for an additional thirteen (13) weeks of sickness and accident benefits paid at $350 per week in a 12-month period.~~

METRO requests for Section 3 to read:

SECTION 3. The Company under Section 1 above for employees on leave of absence, but in no case longer than the first thirty (30) days of such leave of absence.

~~Effective with medical leaves beginning on or after year two of the Agreement (i.e. August 1, 2005), medical coverage will continue for up to eighteen months, rather than for two years. This does not affect anyone on a medical leave that commences prior to August 1, 2005. The Company and/or its insurance carrier has the right to recover money paid to the employee by a third-party which duplicates what the insurer or the Company has paid.~~

METRO suggests eliminating the 4th paragraph in Section 6 and revising the 5th paragraph to read:

~~Lifestyle drug shall be limited to 30 pills in any thirty (30) day period, absent demonstration of a medical necessity.~~

Effective January 1, 2018, ~~Lifestyle drugs~~ Sexual dysfunction drugs shall be limited to fifteen (15) pills per month in any thirty (30) day period, absent a demonstration of medical necessity.

METRO is self-insured and medical expenses have occupied an increasing share of yearly expenditure, compared to revenue over the past 10 years. METRO has taken measures with it on other bargaining unit to defray healthcare costs. According to SERB reports, METRO's proposal is reasonable and competitive. The richness of METRO's healthcare plan outperforms comparators by every metric. METRO's medical expenses as a percentage of revenue has increased and the trend is expected to continue.

METRO enjoys superior health benefits at lower comparable price points to benefits offered to other public sector employees. METRO's proposal asked for slightly higher

premium contributions but it does not reduce quality or richness of its benefits. METRO continues to provide sickness and accident benefits while permitting employees to retain health benefits for 30 days while on a leave of absence. METRO has been providing benefits indefinitely even though employees have been excused from work indefinitely.

METRO's language related to sexual dysfunction drug should be included because the current contract language is overly broad and covers medically unnecessary drugs beyond original intent of the parties. The language would decrease cost of medical care without diminishing benefits beyond what was originally intended.

Phasing out the HMO plan and combining all employees into the same self-funded PPO plan increases METRO's economies of two or more competitively bid healthcare coverage. Based on these reasons, METRO requests for the Fact-Finder to accept its proposal in this regard.

ATU Position
The Union requests for the Fact-Finder to maintain the current CBA language in this Article.

FACT-FINDER RECOMMENDATION

The healthcare premium costs have continued to increase. This Fact-Finder finds it is reasonable for the Union to increase their share to maintain the overall benefit levels. This should be seen as being preferable to reducing coverage, increasing deductibles or eliminating benefits.. It is a shared responsibility between the parties to distribute the costs to maintain the overall health insurance plan.

Therefore, the Fact-Finder has determined that effective June 1, 2026, the premium co-pay is to be increased to 2.4% for single and 4% for spouse/family of the base hourly rate (as of June 1, 2026).

Effective June 1, 2026, the HMO share is to increase to 5% of the base hourly rate (as of June 1, 2026).

(The remainder of the language is to remain but include the co-pay changes to reflect the increased contribution levels.)

The Fact-Finder recommends to limit the lifestyle drugs as contained in the proposal by METRO.

ARTICLE XVI
LIFE INSURANCE

METRO Position
METRO is requesting to change the following to read:

SECTION 1. Employees with at least thirty (30) days of seniority shall be entitled to

$15,000 of non-contributory life insurance and accidental death and dismemberment insurance. Employees will be entitled to purchase up to $100,000 in $10,000 increments in additional life insurance as may be available from the insurance carrier on the basis of employee contribution on a monthly basis, but the employee will be solely responsible for providing all contribution payments to the provider to cover the additional life insurance.

METRO points out although the Union rejected METRO's proposal related to life insurance, the Fact-Finder should note it is a fiscally responsible and competitive proposal compared to other public sector employees. Its proposal does not diminish or reduce life insurance but clarifies additional coverage is the sole responsibility of the employee. This proposal assures the contribution is being paid if the employee is not working or on extended leave. Therefore, METRO asks the Fact-Finder to accept its proposal.

ATU Position

The Union submits that the Fact-Finder should retain the current contract language in this Article.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends to accept METRO's proposal related to life insurance in Section 1 of this Article. It continues the current life insurance and allows the employee to purchase additional coverage.

ARTICLE XIX
MISCELLANEOUS

METRO Position

METRO is requesting the following (5th paragraph) in Section 7 to read:

> All Vehicle Service employees will be provided a shoe/boot allowance reimbursement of up to ~~$100.00~~ ($150.00) during the life of the contract (shoes/boots must meet the OSHA approved slip resistant standard).

Section 9 should be changed to read:

> No complaint against any operator or trainee will be placed in his/her file until the operator training is given notice of and an opportunity to respond thereto, either orally or in writing. Such notice to be given to the employee within ~~ten (10)~~ fifteen (15) working days of METRO's knowledge of the event and the operator will acknowledge that he/she has had the opportunity to review such complaint by fixing his/her signature to the copy to be filed. (Such signature shall represent review of the complaint only.) If an employee is absent and/or off work and the Company cannot meet with the employee in person, the Company will send the employee a certified letter (addressed to his/her last known address on the record

of the Company) providing the employee an opportunity to respond in writing, and the employee's response will be due within seven (7) calendar days of the certified letter being sent.

METRO suggests the following language changes in Sections 16, 17, 19 and 20:

SECTION 16. The Company shall reimburse operators for the purchase or renewal of the commercial driver's license once due if timely and proper reimbursement is sought. The rate of reimbursement will be ~~$25 with no receipt or~~ actual cost paid with a receipt so long as a receipt is provided to the ~~Office of the Director of Finance~~ Director of Operations or designee within thirty (30) (TA) days of the date the cost was incurred. ~~This provision is retroactive to January 1, 1997.~~ (TA) The Company will not reimburse an operator for replacement licenses, which have been lost, stolen or mutilated. New operators will be reimbursed after they have completed their probation period. Testing fees are not included.

SECTION 17. ~~Effective March 1, 2025~~ (TA) Employees shall be required to recertify for FMLA every three months. Paid time off and vacation must be used concurrently when employees use FMLA.

SECTION 19. Employee must report if they have been charged with criminal charges or an OVI–(Operating a Vehicle Impaired.) Any Employee cited for an OVI shall not be permitted to work until resolved but will be provided up to six (6) months of approved unpaid leave of absence unless the charges are resolved or no longer pending within the six (6) months. Criminal charges, however, will be considered by METRO on a case-by-case basis regarding an up to six (6) months unpaid leave of absence. If an Employee has been off work thirty (30) days or more they must pass a DOT drug/alcohol test and physical before returning to work.

SECTION 20. An employee may not accumulate more than ten (10) sick cards within a rolling twelve (12) month period (each full occurrence last sick card limited to ~~three (3) months~~ a five (5) workday maximum). For purposes of this policy, any partial day occurrence will be construed to equal one (1) occurrence.

This attendance policy is independent of misses, as referenced in Article 8, Section 3. ~~and absences under the Family Medical Leave Act.~~

If an employee ~~has accumulated~~ utilizes ten (10) sick card days in a twelve (12) month rolling period or misses work for thirty (30) or more working days during a twelve (12) month rolling period, he/she will be subject to discharge ~~or will be offered a last chance agreement.~~ Employees who utilize nine (9) sick cards in a twelve (12) month rolling period will be required to execute a last chance agreement; failure to execute, acknowledge, and agree to the last chance agreement will result in discharge. (See Appendix A for a copy of this Agreement.) If an employee accepts a last chance agreement and fails to fulfill his/her obligations under such agreement, the employee will be discharged, which discharge shall not be subject to the grievance provisions

referenced in Articles 5 and 6 of this Agreement.

~~Effective August 1, 2017,~~ An employee who uses no sick cards and receives no discipline in a calendar year will be granted one (1) additional PTO day for the following calendar years of service.

SECTION 21. A safe driver provision, effective as of the date of this Agreement is ratified by the Union and the Company, will provide for an individual "safe driver bonus" of $375 for every six (6) months and operator has no preventable accidents. The operator must have worked ~~80%~~ ninety percent (90%) of their scheduled driving hours and must be employed at the end of the six (6) months period when the bonus is paid out. The bonus will be prorated based upon the Operator's current step in the wage progression or, for the SSO classification, their current wage as a percentage of the Operator top rate. For the first period of the safe driver bonus, the bonus payment will be prorated from the date this Agreement is ratified by the Union and the Company payable July 2021. Thereafter, the bonus period will be January through June (payable in July), and July through December (payable in January). Vehicle Service employees who have no preventable accidents will be provided with a safe worker bonus of $300 for every six (6) months a Vehicle Service employee has no preventable accidents. The Vehicle Service employee must have worked ~~80%~~ ninety percent (90%) of their scheduled hours and must be employed at the end of the six (6) month period when the bonus is paid out. The first payout and bonus periods shall be the same as that described above for bus operators.

METRO explains its uniform allowance is reasonable and competitive based on industry standards. METRO issues both uniforms and provides a monetary uniform allowance to reimburse employees for uniform expenses. The Union's proposal would provide one of the highest allowances in the State. METRO's proposal is fiscally responsible while ensuring employees have required uniforms and equipment.

Related to Section 9, current contract language infringes on METRO's statutory managerial rights to operate its services, direct the workforce, and for standards and rules and discipline for just cause. METRO's proposal permits management to proceed with disciplinary action in the event an employee is unavailable through written correspondence and the employee be permitted to respond in writing in his or her defense. Such an employee can dispute any action to management through the grievance and arbitration procedure. METRO's proposal permits management to run its operations more efficiently while protecting employee rights.

In regard to Section 16, METRO continues to offer benefit of CDL cost reimbursement to employees providing request for reimbursement are timely and supported by documentation. Employees are reimbursed for actual cost. METRO contends this language should be contained in the CBA.

METRO's position related to Section 17 is that the concurrent use of PTO vacation while using FMLA is a component of its overall reform to curb and control absenteeism. The current system can prolong absenteeism.

Regarding Section 19, METRO suggests for the Fact-Finder to accept its proposal as part of the effort to curb costs and implement measures designed to increase efficiency. METRO is trying to prevent scenarios where it pays for benefits for employees who cannot work for an indefinite amount of time.

Related to Section 21, METRO points out the safety bonuses exceed the Ohio State levels. METRO's suggestion of a scheduled increase in work for 90% for eligibility for the bonuses is designed to incentivize and are tied to healthy attendance practices.

ATU Position

Section 4 – The Union proposes for the Fact-Finder to add "The Company agrees to make payroll deductions, without poundage being assessed, for the credit union (unless and until a new payroll system is implemented which allows the employee to establish transfer to the credit union) and eliminate reference to U.S. Savings Bonds.

Section 7 - The Union requests for the annual uniform allowance to be increased from $400-$600 per year. The Union also requests this language for all new operators to be issued five pants and five shirts instead of three pants and three shirts and for all other languages in this first paragraph to remain the same. The Union requests all Vehicle Service employees to be provided with an increase in the shoe/boot allowance/reimbursement from $100 during the life of the CBA to $200 each year of the CBA.

Section 8 - The Union recommends in this Section for any disciplinary action that has occurred in excess of 24 months will not be invoked against the employee in the event of subsequent discipline. This Section does not apply to positive results under the Company's drug and alcohol policy which will be taken into account beyond 24 months. Section 11 - in this Section the Union requests the following language:

Operators who are required to work service past Midnight will be paid at the regular hourly rate for time worked. Any service operating past midnight will be part of a straight eight hour run, swing run not to exceed a ten (10) hours spread, or packaged trippers not to exceed a twelve (12) hours spread. ~~In the event an extra board operator draws an assignment that work service after midnight, that~~ An operator shall not be scheduled to work for at least eight (8) hours after completing the operator's daily assignment. ~~Exercise the work late provision of the Labor Agreement.~~

Section 14 - The Union asks the Fact-Finder for this Section to read:

When possible, safety/operations meeting shall be held during an employee's work hours. If the safety/operations meetings is held outside the employee's work hours, Bus Operators will be paid in accordance with Section 8.1(i). ~~Bus Operators,~~ Vehicle Service or Clerical employees attending safety/operations meetings will be paid a minimum of one (1) hour pay at their regular rate of pay.

Note: this does not include the volunteer safety committee meetings.

Section 18 - The Union recommends for the following language to be added:

Pay will be issued bi-weekly on Fridays. Any undisputed error in payroll that is the fault of the Company in excess of fifty ($50) dollars shall be paid to the employee within thirty-six (36) hours of being brought to the Company's attention.

Section 20 - The Union recommends the following to this Section:

(a) Employees will receive sick days after thirty (30) calendar days cycle, the employee shall receive a prorated number of sick days.

Upon ratification of the 2024 – 2027 collective bargaining agreement, sick days (hours) will be made available to employee's use based upon the years of service above within two (2) pay periods of ratification retroactive to June 1, 2025.

(b) Sick days shall roll over from year to year. The maximum number of sick days that may be accumulated by an employee shall be one hundred fifty (150) days or twelve hundred (1200) hours.

(c) The following sick days (hours) shall be made available to an employee on the first pay period in June of each year:

Years of Service	Day (Hours) Earned Per Year
First year of employment after 30 days	5 (40 hours)
Second year of employment	7 (56 hours)
Third year of employment	10 (80 hours)
Fourth year of employment	13 (104 hours)

(d) In order to use sick days (hours), an employee must notify METRO of their absences at least thirty (30) minutes prior to the beginning of their shift. An employee may use a sick day in half or whole day increments when sick/injured: as a result of sickness/injury of spouse, domestic partner, child, foster child, stepchild or legal ward; as authorized under the bereavement leave; and or to attend medical or dental appointments and be paid their respective straight time hourly rate of pay for the sick day(s) used.

(e) Sick leave hours shall be payable at the employee's current hourly rate to the employee at retirement or resignation.

(f) The absence of an employee, who uses sick day(s) in accordance with this policy, shall not be considered an "occurrence" for the purposes of this Section. An employee may not accumulate more than ten (10) sick ~~cards~~ occurrences within a rolling twelve (12) month period (each full occurrence/sick card limited to sixty (60) days maximum). For purposes of

this policy, any partial day occurrence will be construed to equal one-half (1/2) an occurrence. This attendance policy is independent of misses, as referenced in Article 8, Section 3, and absences under the Family Medical Leave Act. Employees on a valid "sick card" as of the date of ratification of the 2024–2027 collective bargaining agreement shall be notified of the change in contract language in writing to their last known address and given thirty (30) days before being charged with an occurrence.

(g) If an employee has accumulated more than ten (10) sick cards occurrences in a twelve (12) month rolling period, he/she will be subject to discharge or be offered a last chance agreement. (See Appendix A for copy of this Agreement.) If an employee accepts a last chance agreement and fails to fulfill his/her obligations under such agreement, the employee will be discharged, which discharge shall not be subject to the grievance provisions referenced in Articles 5 and 6 of this Agreement.

~~All bargaining unit members will, as of August 1, 2027, have their accumulated sick cards, submitted on or after August 1, 2016, reduced by three (3)~~.

(h) ~~Effective August 1, 2017,~~ An employee who uses no sick ~~cards~~ days in a calendar year will be granted one (1) additional personal leave day for the following calendar year.

Section 21 - The Union requests for the Fact-Finder to accept its proposal to increase the safe driver bonus from $375 to $600.

The Union requests for the following Section 22 language:

> Procedures for emergencies shall be referred to by the Safety Committee during the term of this contract.

The Union proposes an increase of $200 a year for allowance toward uniforms and increase in both allowance for vehicle service employees $100 per CBA cycle to $200 per year for non-slip boots.

The Union proposes at least eight hours of rest after completing an assignment related to a safety matter.

The Union's proposed language in Section 14 is to encourage meetings during the Operator's regularly scheduled time if outside of a four-hour minimum.

The Union proposes in Section 18 related to payroll errors for large errors to use an hourly requirement for such payment once a bargaining unit member brings it to the attention of METRO.

Regarding Section 20, the Union needs the language to change since it is inconsistent that

an employee cannot be discharged until accumulating 10 cards but METRO says it may be terminating or accumulating 10 cards and not signing a Last Chance Agreement.

FACT-FINDER RECOMMENDATION

The Fact-Finder accepts the Union's proposal to revised Section 4 to read:

> The Company agrees to make payroll deductions, without poundage being assessed, for the credit union (unless and until a new payroll system is implemented which allows the employee to establish transfer to the credit union) and eliminate reference to U.S. Savings Bonds.

It is the Fact-Finder's recommendation to revise Section 7 to include an increase to the uniform allowance to $500 a year, effective June 1, 2026. The shoe/boot allowance is to be increased to $150 a year, effective June 1, 2026.

The Fact-Finder rejects the Union's proposal to Section 8 of this Article.

It is recommended by the Fact-Finder to retain the language in Section 9, rejecting METRO's proposed language change.

The Fact-Finder accepts the Union's proposal related to Section 14:

> When possible, safety/operations meeting shall be held during an employee's work hours. If the safety/operations meetings is held outside the employee's work hours, Bus Operators will be paid in accordance with Section 8.1(i). ~~Bus Operators,~~ Vehicle Service or Clerical employees attending safety/operations meetings will be paid a minimum of one (1) hour pay at their regular rate of pay.
>
> Note: this does not include the volunteer safety committee meetings.

It is this Fact-Finder's contention to adopt Section 16 as proposed by METRO:

> SECTION 16. The Company shall reimburse operators for the purchase or renewal of the commercial driver's license once due if timely and proper reimbursement is sought. The rate of reimbursement will be ~~$25 with no receipt or~~ actual cost paid with a receipt so long as a receipt is provided to the ~~Office of the Director of Finance~~ Director of Operations or designee within thirty (30) (TA) days of the date the cost was incurred. ~~This provision is retroactive to January 1, 1997.~~ (TA) The Company will not reimburse an operator for replacement licenses, which have been lost, stolen or mutilated. New operators will be reimbursed after they have completed their probation period. Testing fees are not included.

The Fact-Finder recommends for Section 17 to remain status quo.

The proposed changes to Section 18 are rejected by the Fact-Finder.

The Fact-Finder recommends to accept METRO's Section 19 language proposal:

> Employee must report if they have been charged with criminal charges or an OVI–(Operating a Vehicle Impaired.) Any Employee cited for an OVI shall not be permitted to work until resolved but will be provided up to six (6) months of approved unpaid leave of absence unless the charges are resolved or no longer pending within the six (6) months. Criminal charges, however, will be considered by METRO on a case-by-case basis regarding an up to six (6) months unpaid leave of absence. If an Employee has been off work thirty (30) days or more they must pass a DOT drug/alcohol test and physical before returning to work.

Section 20 is recommended by the Fact-Finder to remain status quo.

The Fact-Finder recommends to retain the current language in Section 21.

The Fact-Finder accepts the Union's requested proposal for Section 22:

> Procedures for emergencies shall be referred to by the Safety Committee during the term of this contract. The Safety Committee will work to develop these procedures. If no agreement between the parties results, the emergency procedure that needs resolved is to be referred to arbitration. The arbitrator is to schedule a hearing on the matter within 90 days, then issue the award according to this CBA.

ARTICLE XX
EXTRA BOARD FILL IN POSITION

METRO Position

METRO requests for Section 2 (D) to read:

SECTION 2.

(c) EBFI shall be eligible for two (2) paid ~~personal leave~~ PTO days per year. Pay for the personal leave time shall be equal to the total daily hours of the EBFI operator's signed trippers, during the sign up that the personal leave day is taken.

METRO's proposal adds more paid days off in exchange for limitations on the sick card system.

ATU Position

The Union requests for the current contract language to remain.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends for the language in Article XX to remain status quo.

ARTICLE XXI
SPECIAL SERVICE OPERATIONS (SS0)

METRO Position

METRO is requesting Section 1 Paragraphs 3, 4, 5,7 and (a) to read:

SSOs shall be eligible for ~~four (4)~~ five (5) (TA) ~~personal leave~~ days per year. Pay for the personal leave time shall be equal to the total daily hours of the SSOs signed work, during the sign-up that the personal leave day is taken. ~~Effective January 1, 2016 a Special Service Operator will be eligible for one (1) additional personal day (for a total of five).~~

~~Effective January 1, 2015 a~~ (TA) Special Service Operator will be eligible for a paid holiday on Christmas unless scheduled to work. SSO Operators may be scheduled to work on all holidays as part of the regular weekly schedule.

The maximum number of Operators that may be employed in this category shall not exceed thirty (30). SSOs shall not be allowed to work line or charter service. Regular Operators who work the service to fill a vacancy shall be paid at their regular hourly rate.

~~Effective February 1, 2017~~ the (TA) hourly top wage rate for Special Service Operator shall be ~~55%~~ 65% of the top Bus Operator wage rate.

~~Until February 1, 2017 a Special Service Operators shall be eligible for the wage adjustment clause described in Article 10, Section 2 and Section 3 of the Labor Agreement based on a prorated percentage of the Special Service Operators wage compared to the Top Bus Operator wage rate.~~

(a) Second paragraph:

Any new employee hired after January 1, 2015 as a Special Service Operator ~~must~~ may move to a full–time Bus Operator position as they become available. If a SSO that has moved to full–time and does not obtain a CDL they shall be released from work and cannot grieve the termination. An SSO Operator will be permitted two (2) attempts to obtain a CDL. The Company will pay for the first attempt only, and the SSO will have thirty (30) calendar days from the date of failing the first test to retake and pass the second test. No further attempts will be permitted. (TA)

(e) ~~Special Service Operator shall not be permitted to provide Call A Bus service in Akron, Barberton, Fairlawn and Cuyahoga Falls.~~

METRO seeks to expand the service area and notes restrictions are detrimental to its ability to fulfill its mission and provide service and exercise management rights. Thus, METRO is requesting for the Fact-Finder to accept its proposal.

ATU Position

The Union requests to modify Section 1, Paragraph 1 and add: Article 12 Section 1 (as modified)

The Union requests in Paragraph 2 to change the current Demand Response Runs total from 279 to 440 daily Demand Response hours.

In Paragraph 3 the Union requests to add the last sentence of "In addition, SSOs are eligible to accrue vacation time at 55% of the amount accrued pursuant to Article 12 based on years of service, SSO/Demand Response will be entitled to at least one (1) thirty (30) minute break per shift.

In the fifth paragraph the Union requests to add the following "SSO Operators may be scheduled to work on all holidays, SSO Operators working on a holiday shall be paid in accordance with Article 13."

The Union requests to remove Paragraph 7 which states "The hourly top rate for SSO Operators is $16.58.

It is the Union's position the drivers are used in lieu of using more expensive demand response or subcontract the work out to a third party. Increasing the number of hours offered to fully paid demand response drivers to 440 hours. To continue work and avoid subcontracting these members receive vacation under Article 12 commensurate with their pay. They should be rewarded for doing work.

The Union proposes the number of hours offered to fully paid demand response drivers be increased to 440 hours.

The SSO drivers deserve to be paid for doing similar work to fully paid demand response operators while requiring the Employer to use its CDL carrying operators for the task.

FACT-FINDER RECOMMENDATION

It is this Fact-Finder's recommendation to retain the current CBA language in this Article.

ARTICLE XXII
OFFICE PERSONNEL

METRO Position

METRO is requesting the following change to Section 1:

Section 1: ~~Full-time job classification seniority shall prevail within the office personnel classifications with more than one employee within them, when an opening is posted.~~

In order to determine seniority for vacation and hours sign up, the seniority list will be based on employee's date of hire.

When a full–time clerk position is posted and a part–time job classification of clerk applies for the open position, they shall be promoted, as long as they meet the following:

Section 6. Office personnel shall receive sickness and accident benefits in accordance with Article 15, Section 3 except that benefits shall be paid at 50% ~~of the employee's regular wage for a maximum of twenty-six (26) weeks~~ the amount identified in Article 15, Section 2.

METRO suggests eliminating the last paragraph of Section 8:

~~Effective August 1, 2006, the 3% PERS pickup will be restored for all TW you unit employees.~~

Section 13 should read:

> All ~~new hires after August 1, 1997~~ employees shall be required to work Independence Day at straight time. They will have a ~~personal~~ PTO day to be taken in lieu of the holiday, which must be used within thirty (30) calendar days of each holiday respectfully. In the event that the Company institutes regular customer service on Sunday, office personnel ~~hired after August 1, 1997~~ will be assigned to work and every reasonable effort will be made to provide two (2) consecutive days off.

METRO contends its proposal complies with its managerial right to determine fitness and qualifications for promotions and more fairly bases seniority on date of hire rather than job classification seniority.

Its proposal for sickness and accident insurance aligns with its proposed modification to the continuous benefits while reducing costs and absenteeism.

Section 8's proposal is competitive and fiscally responsible compared to the others in Ohio.

Related to Section 13 METRO's proposal is intended to create consistency and define PTO in accordance to combat absenteeism and operational capacity.

ATU Position
It is requested by the Union in Section 8 to change the top wage for Specialists and Maintenance Clerks from $22.37 to $23.74 effective August 31, 2024.

In the second paragraph of this Section the Union requests for the language to read as follows:

> A wage increase for Office Personnel would be applied in the same percentage and under the same circumstances as that reflected in Article 10, Section 1.

It is requested by the Union to change Paragraph 4 to read:

> ~~Effective August 1, 2026,~~ All TWU employees shall have 7~~3~~% of the employee PERS contribution "picked up" by METRO. ~~PERS pickup will be restored for all TWU unit employees.~~

The Union proposes a change in the PERS contribution to match its proposal made in Article 10. This proposal is intended to ensure the office personnel receive all benefits associated with wage increases or bonuses given to other employees. There are no issues with this proposal so the Union questions why METRO would propose to eliminate seniority for open bids or to reduce the benefits.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends to keep the language in this Article status quo, with the exception of Section 8, which shall increase the top wage for the Specialists and Maintenance Clerks to $23.75, effective June 1, 2026.

ARTICLE XXIV
DURATION

METRO Position
METRO requests for Section 1 to read:

The effective date of this Agreement shall be DATE OF SIGNING THIS AGREEMENT OR IMPLEMENTATION, except as changes, amendments, or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 AM, ~~May 31, 2024~~ AFTER THE DATE OF SIGNING OR IMPLEMENTATION, and from year to year thereafter unless either party shall at least sixty (60) calendar days but not more than seventy-five (75) calendar days prior to the expiration date of any anniversary thereof, notify the other party in writing of its desire to amend or terminate this Agreement.

METRO suggests for the second Paragraph of Section 2 to read:

THIS CONTRACT IS EFFECTIVE FROM DOS OR IMPLEMENTATION THROUGH

THREE YEARS AFTER DOS FOR A THREE (3) YEAR TERM.

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be executed by their duly authorized officers this ____ the day of _____, 2026.

ADD SIGNATURE BLOCK

METRO recommends for the CBA to run three (3) years from the date of signing.

METRO also opposes retroactivity.

ATU Position
The Union requests for the Fact-Finder to make the duration of the CBA from June 1, 2024 through May 31, 2027.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends for the duration of the CBA to be from June 1, 2024 through May 31, 2027.

SIDE LETTER #2

METRO Position
METRO is requesting to remove the language contained in Side Letter #2 from the CBA pertaining to Change to Drug And Alcohol Policy, Sign Up Procedure Membership Committee, and Pull-Out Time Committee.

METRO proposes removing this language because it is no longer necessary since other provisions are contained within the CBA. This side letter is redundant and archaic.

ATU Position
The Union recommends no changes to this Side Letter.

FACT-FINDER RECOMMENDATION

It is the Fact-Finder's recommendation to retain this Side Letter in the CBA.

ADDENDIX A

METRO Position
METRO is requesting to change the 2nd paragraph in the Last Chance Form Letter to:

Your sick card of [date] was your ~~10th~~ 9th in less than a twelve-month period. Consequently, you are in violation of the attendance provision in the negotiated agreement. Specifically, you have accumulated ~~ten (10)~~ nine (9) sick cards within a

twelve (12) months and are subject to discharge.

METRO is recommending the Fact-Finder adopt its proposal on Appendix A to add as a component of METRO's overall efforts to reform the sick card system and combat absenteeism.

ATU Position
The Union recommends for the Appendix A to remain status quo.

FACT-FINDER RECOMMENDATION

The Fact-Finder rejects METRO's proposal related to Appendix A.

APPENDIX B

METRO Position
METRO is requesting to remove Appendix B from the CBA. METRO is requesting to delete this Appendix because the requirements and obligations are currently prohibited by law since they relate to Fair Share.

ATU Position
The Union recommends maintaining status quo to this Appendix.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends to accept METRO's proposal related to Appendix B.

MEMORANDUM OF AGREEMENT – SCHOOL TRIPPER

METRO Position
METRO is requesting to remove this Memorandum of Agreement from the CBA.

METRO points out this MOA was only relevant and applicable to the 2020 CBA between the parties. They agreed to remove the reference to school trippers from Article 8, Section 1 (b) (i) and agreed to revisit if school trippers are to be used.

ATU Position
It is the Union's recommendation for the School Tripper language to remain in the CBA.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends retaining this Memorandum of Agreement in the collective bargaining agreement.

MEMORANDUM OF AGREEMENT - NEGOTIATIONS

METRO Position

METRO is requesting to remove Memorandum of Agreement from the CBA related to negotiations.

It is pointed out by METRO that this language is inconsistent with O.R.C. 4117.14 (B) (1) which permits any public employer or bargaining representative to (1) terminate, (2) modify or (3) renegotiate a successor CBA. It also restricts the rights of METRO as an Employer.

ATU Position

The ATU recommends no change to this Memorandum of Agreement.

FACT-FINDER RECOMMENDATION

The Fact-Finder recommends for this Memorandum of Agreement to remain status quo.

MEMORANDUM OF AGREEMENT – (NEW) TECHNOLOGY

METRO Position

METRO opposes the new Memorandum of Agreement proposed by the Union.

METRO requests the Fact-Finder to reject the Union's new proposal. It places an unreasonable restriction on METRO's statutory managerial rights to manage its operations, create and direct. It further restricts METRO's ability to grow and expand. This proposal would prohibit METRO from increasing the quality of transit in the future and likely precludes grants or research and development programs. METRO adamantly opposes language that would restrict its ability to manage its operations in excess of the requirements of the law.

ATU Position

The Union recommends a new MOA related to technology.

FACT-FINDER RECOMMENDATION

It is the Fact-Finder's recommendation for the parties to continue to meet to discuss technology in a labor/management setting to address issues as they arise..

CONCLUSION

After review of the pre-hearing statements of the parties, all facts presented at the hearing and all exhibits and testimony presented at the hearing the Fact-Finder has developed the award as contained in this report. In addition, the Fact-Finder has given consideration to the positions taken by each party regarding the impact into the criteria regarding the impasse into the criteria innumerate in the Ohio Revised Code.

Respectfully submitted and issued on this 3rd day of June, 2026.

Michelle Miller-Kotula
Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of June, 2026, a copy of the foregoing Award of the Fact-Finder was served by electronic mail and regular mail upon Daniel G. Fritz, Esq., Blaise M. Beebe, Esq., Cathrine Harshman, Esq., and Lathan Lipperman, Esq., and the State Employment Relations Board.

Michelle Miller-Kotula
Fact-Finder