

The April Metro Board Meeting will be held simultaneously in person and online using Zoom. The public is invited to attend. In consideration of everyone's time and in respect of those presenting, any online connection that is deemed to be causing a disruption may be removed from the meeting.

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AGENDA

REGULAR BOARD MEETING

REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA

2222 Cuming Street

Omaha, Nebraska, 68102

April 27, 2023

8:30 a.m.

1. Call to Order: Notice of the Regular Meeting was published in the Omaha Daily Record on April 21, 2023.

2. Approval of Minutes of Previous Meeting:
 - a. Regular Meeting: March 23, 2023
3. General Public Comment Period
This is an opportunity for members of the audience to be heard regarding topics related to the Regional Metropolitan Transit Authority of Omaha, not on the agenda for a maximum of 2 minutes.
4. Administrative Report (L. Cencic)
5. Administrative Reports:
 - a. Administration/Human Resources (D. Grant)
 - b. Programs/Operation (I. Maldonado)
 - c. Communications (N. Ebat)
6. Resolution – Election of Board Officers and Committee Assignments (O. Meadows)
7. Resolution – Request Approval of Resolution #434 – Resolution to Amend the Salaried Pension Plan Document (W. Clingman)
8. Resolution – Request Approval of 3-Year Labor Agreement Between Metro and Transport Workers Union of America, Local 223 for January 1, 2023, Through December 31, 2025 (I. Maldonado)
9. Resolution – Request Approval to Enter into a Contract with Cummins for Engine Repair Services (W. Clingman)
10. Board Chair Report (O. Meadows)
11. Date, Time and Place of Next Regular Board Meeting
 Thursday, May 25, 2023, at 8:30 a.m.
 Authority’s Administrative Building
12. Adjournment

Tentative Resolutions for Next Board Meeting

Revisions to Operating Policy #13 – Sick/Injury Leave
 Approval of Fiscal Year 2022 Audited Financials

6. RESOLUTION: **Election of Board Officers and Committee Assignments**

EXPLANATION: Annually, the Board of Directors nominates and elects a Chairperson and Vice-Chairperson and identifies committee assignments. The Board committees are Finance/Procurement, Planning & Policy, and Operations. No committee membership shall constitute a quorum.

7. RESOLUTION: **Request Approval of Resolution #434 – Resolution to Amend the Salaried Pension Plan Document**

EXPLANATION: Staff requests approval of an amendment to the Metro Area Transit Salaried Pension Plan in order to clarify eligibility to participate in the salaried pension plan. The amendment was produced by the Pension Plan Administrator and reviewed by Metro’s Legal department. The Salaried Pension Committee Members approved a resolution for the amendment by a virtual meeting vote on April 13, 2023.

This amendment adds the following sentence to the Plan document that will become effective upon approval of this resolution. “Persons who first commence service with the Employer after attaining their age 60 shall not be considered Employees as defined by the Plan.”

A copy of the full plan document is attached to the Board packet.

Recommend approval.

WHEREAS, the Salaried Pension Plan was last amended and restated on January 1, 2021; and

WHEREAS, the Board of the Regional Metropolitan Transit Authority of Omaha wishes to add language regarding the eligibility for new employees to participate in the plan; and

WHEREAS, the Salaried Pension Committee reviewed and approved the proposed language on April 13, 2023; and

WHEREAS, the following sentence is proposed as an addition to the Salaried Pension Plan, “Persons who first commence service with the Employer after their attaining age 60 shall not be considered Employees as defined by the Plan.”.

NOW, THEREFORE BE IT RESOLVED by the Board of the Regional Metropolitan Transit Authority of Omaha, that the first paragraph of Article II, Section 2.1.B, paragraph 1 shall be amended to read as follows:

Employee shall mean the individuals employed by the Employer, including leased employees (as defined in Section 414(n)(2) of the Code) who perform services for the Employer; provided, however, if leased employees constitute less than 20% of the Employer's non-highly compensated work force within the meaning of Section 414(a)(5)(c)(ii) of the Code, the term Employee shall not include those leased employees who are covered by a plan maintained by the leasing organization as described in Section 414(n)(5)(b) of the Code; provided, however, an Employee shall not include any person included in a unit of employees covered a collective bargaining agreement (as so determined by the Secretary of Labor) between the Employer and the Transport Workers Union of America, Local 223, the General Drivers and Helpers Union of America, Local 554, or any other Employee representatives and the Employer if retirement benefits were the subject of good faith bargaining between such Employee representatives and the Employer unless such collective bargaining agreement expressly provides for the inclusion of such persons as Participants in the Plan. Employees of a controlled group of corporations or trades or businesses which are under common control (within the meaning of Section 414(b) and (c) of the Code) and Employees of the members of an affiliated service group (within the meaning of Section 414(m)) will be treated as employed by a single Employer for purposes of participation, vesting, and for purposes of Sections 5.5 and 5.6 of this Plan (except that Sections 414(b) and (c) of the Code shall be modified by Code 415(h) for purposes of Sections 5.5 and 5.6 of the Plan). Persons who first commence service with the Employer after their attaining age 60 shall not be considered Employees as defined by the Plan. The Executive Director of the Employer shall be eligible to participate in the Plan only in the event he or she irrevocably elects in his or her employment contract to participate. Persons determined by the Employer to be independent contractors shall not be considered Employees for purposes of benefit accrual under the Plan.

Motion by: _____ to adopt

Resolution No. 434

Seconded by: _____

Voting Yes: _____

MOTION CARRIED

ATTEST:

Board Chairperson

METRO AREA TRANSIT

SALARIED EMPLOYEES' PENSION PLAN

(AS AMENDED AND RESTATED EFFECTIVE ~~JANUARY 1, 2021~~April 27, 2023)

**METRO AREA TRANSIT
SALARIED EMPLOYEES' PENSION PLAN
TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>PAGE</u>
Article I - Preliminary Matters	1
Article II - Definitions	1
Article III - Participation	11
Article IV - Retirement Dates	12
Article V - Retirement Benefits	13
Article VI - Cessation of Participation - Deferred Vested Benefits	34
Article VII - Death Benefits	36
Article VIII - Application for Benefits	37
Article IX - Financing	38
Article X - Temporary Limitations on Benefits	40
Article XI - Administration	42
Article XII - Amendment and Termination	44
Article XIII - Miscellaneous Provisions	46

**METRO AREA TRANSIT
SALARIED EMPLOYEES' PENSION PLAN**

ARTICLE I - PRELIMINARY MATTERS

1.1 Name of Plan. The name of this retirement plan shall be the Metro Area Salaried Employee's Pension Plan (hereinafter referred to as the Plan).

1.2 Establishment of Purpose. This Plan, established in the United States, is for the exclusive benefit of the Plan Participants and their Beneficiaries, and shall be interpreted and administered in a manner consistent with the requirements of applicable law and regulations or of any provisions of any future Federal law or regulations scope and purpose.

1.3 Construction. This Plan shall be construed according to the laws of the State of Nebraska where it is made and where it shall be enforced.

1.4 Restatement. This Plan amends and restates the Plan previously amended and restated as of January 1, 2010, and is effective January 1, 2021, or as otherwise provided herein or required by law.

ARTICLE II - DEFINITIONS

2.1 Definitions. Terms defined in this Article shall have the meanings shown unless the context requires otherwise.

A. Employer shall mean the Metro Area Transit owned by the Transit Authority of the City of Omaha, Nebraska.

B. Employee shall mean the individuals employed by the Employer, including leased employees (as defined in Section 414(n)(2) of the Code) who perform services for the Employer; provided, however, if leased employees constitute less than 20% of the Employer's non-highly compensated work force within the meaning of Section 414(a)(5)(c)(ii) of the Code, the term Employee shall not include those leased employees who are covered by a plan maintained by the leasing organization as described in Section 414(n)(5)(b) of the Code; provided, however, an Employee shall not include any person included in a unit of employees covered a collective bargaining agreement (as so determined by the Secretary of Labor) between the Employer and the Transport Workers Union of America, Local 223, the General Drivers and Helpers Union of America, Local 554, or any other Employee representatives and the Employer if retirement

benefits were the subject of good faith bargaining between such Employee representatives and the Employer unless such collective bargaining agreement expressly provides for the inclusion of such persons as Participants in the Plan. Employees of a controlled group of corporations or trades or businesses which are under common control (within the meaning of Section 414(b) and (c) of the Code) and Employees of the members of an affiliated service group (within the meaning of Section 414(m)) will be treated as employed by a single Employer for purposes of participation, vesting, and for purposes of Sections 5.5 and 5.6 of this Plan (except that Sections 414(b) and (c) of the Code shall be modified by Code 415(h) for purposes of Sections 5.5 and 5.6 of the Plan). Persons who first commence service with the Employer after their attaining age 60 shall not be considered Employees as defined by the Plan. The Executive Director of the Employer shall be eligible to participate in the Plan only in the event he or she irrevocably elects in his or her employment contract to participate. Persons determined by the Employer to be independent contractors shall not be considered Employees for purposes of benefit accrual under the Plan.

The Plan treats a leased Employee as an Employee of the Employer. A leased Employee is an individual (who otherwise is not an Employee of the Employer) who, pursuant to a leasing agreement between the Employer and any other person, has performed for the Employer (or for the Employer and any persons related to the Employer within the meaning of Code §144(a)(3)) on a substantially full-time basis for at least one year and who performs services under the primary direction or control of the service recipient. If a leased Employee is treated as an Employee by reason of this paragraph of the Plan, "Compensation" includes compensation from the leasing organization which is attributable to services performed for the Employer.

The Plan does not treat a leased Employee as an Employee of the leasing organization if the leasing organization covers the Employee in a safe harbor plan and, prior to application of the safe harbor plan exception, twenty percent (20%) or less of the Employer's Employees (other than Highly Compensated Employees) are leased Employees. A safe harbor plan is a money purchase pension plan providing immediate participation, full and immediate vesting, and a non-integrated contribution formula equal to at least ten percent (10%) of the Employee's compensation without regard to employment by the leasing organization on a specified date. The safe harbor plan must determine the ten percent (10%) contribution on the basis of compensation as defined in Code §415(c)(3), plus elective contributions.

The Retirement Committee must apply this paragraph in a manner consistent with Code §§414(n) and 414(o) and the regulations issued thereunder. The Retirement Committee will reduce a leased Employee's allocation of Employer

contributions under this Plan by the leased Employee's allocation under the leasing organization's plan, but only to the extent that allocation is attributable to the leased Employee's service provided to the Employer. The leasing organization's plan must be a money purchase plan which would satisfy the definition under this paragraph of a safe harbor plan.

C. Hour of Service shall mean:

(i) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer (these hours shall be credited to the Employee for the computation period or periods in which the duties are performed);

(ii) each hour for which an employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty or military duty; provided that no more than 501 Hours of Service shall be credited under this item (ii) for any single continuous period (whether or not such period occurs in a single computation period) hours under this item (ii) shall be calculated and credited pursuant to Section 2530.200(b)-2 of the Department of Labor Regulations which are incorporated herein by this reference);

(iii) hours during which an Employee is on an Authorized Leave of Absence, whether or not the Employee is paid or entitled to payment, for that period; and,

(iv) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer but the same Hour of Service shall not be credited under this item (4) if it is credited under one of the other items (these hours shall be credited to the Employee for the computation period or period to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made).

Hour of Service shall also mean, for purposes of this Plan, hours during a period of Total and Permanent Disability (but prior to retirement on account of Total and Permanent Disability pursuant to Section 5.3), without regard to the 501 hour limitation expressed in (ii) of the first paragraph of this subsection 2.1.C.

The number of hours credited for any particular period of time, for any purpose (whether or not duties are performed), shall be based on the number of

hours that the Employee would customarily have worked during his or her customary work week.

Employees will also be given credit for Hours of Service for other hours when required by Federal laws other than the Employee Retirement Income Security Act of 1974.

D. Year of Service shall mean, for all purposes under the Plan, each twelve consecutive month period (beginning with the person's employment date and subsequent twelve consecutive month period measured from employment date anniversary) in which that person has not less than 1,000 Hours of Service. Only service while an individual is (i) an Employee under the Plan; (ii) actually participating in the Plan; and (iii) making contributions under Section 9.4, shall be considered in computing the employee's benefits under the Plan. Service by an employee during an employee's 120-day probationary period after June 1, 1987, shall be deemed to be a period of service during which the employee is making contributions for such purpose.

E. Break in Service shall mean any twelve consecutive month period, as described in section D of this Section, in which that person has not more than 500 hours of Service.

F. Participant shall mean an Employee of the Employer who has met the participation requirements specified in Section 3.1 of this Plan.

G. Surviving Spouse shall mean that person to whom a Participant was married at the time of the Participant's death.

H. Beneficiary shall mean that person designated by the Participant to receive any benefits (other than joint and survivor, contingent annuitant or surviving spouse's benefits) under this Plan payable after the Participant's death; provided, however, that if no such designation is made and any such benefits become payable, the Beneficiary shall be the Participant's estate.

I. Compensation shall mean for purposes of Sections 5.5, 5.6 and 9.5 of this Plan, all wages, salaries, fees for professional services, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the Plan. "Compensation" shall include amounts excludable from gross income under Sections 402(a)(8), 402(b), 132(f)(4), 125 and 403(b) of the Code. For the aforesaid purposes, Compensation shall exclude the following:

(i) Employer contributions (other than pick up contributions pursuant to Section 9.4) to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are excludable from the Employee's gross income, or any distributions from a plan of deferred compensation; regardless of whether such amounts are includible in the gross income of the Employee when distributed;

(ii) Amounts realized from the exercise of non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option;

(iv) Reimbursement for expenses incurred by an Employee; and

(v) Other amounts which receive special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Section 403(b) of the Internal Revenue Code ("Code") (whether or not the amounts are actually excludable from the gross income of the Employee).

In addition to other limitations set forth in the Plan and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual compensation of each Employee taken into account under the Plan shall not exceed the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") annual compensation limit. The OBRA '93 annual compensation limit is \$150,000.00 as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining an employee's benefit accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is \$150,000.

For all other purposes under this Plan, Compensation shall mean the basic annual compensation of the Participant plus overtime, but exclusive of bonuses and other non-recurring compensation, not exceeding \$35,000 in any calendar year. Effective January 1, 1995 the salary cap on contributions and benefits was raised from \$35,000 to \$40,000 of annual compensation. Then, effective in calendar year 1996 the salary cap on pension contributions and earnings has been removed. From this time forward all pay will be subject to the 3.05% contribution and all pay will be used to calculate pension benefits.

Only pay that was under the pension plan caps can be used to calculate a pension. Compensation from prior to 1995 that is used to calculate pension benefits is limited to \$35,000 (or full gross pay whichever is lower). Compensation from 1995 to be used in calculating a benefit is limited to \$40,000 or total gross pay if it is lower than the cap. Compensation from years 1996 and forward to be used in calculating benefits will be equal to gross pay, as defined herein.

Effective January 1, 2002, for Plan Years beginning after December 31, 2001, the annual Compensation of each Participant taken into account in determining benefit accruals for such Plan Years shall not exceed \$200,000. The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Sections 401(a)(17)(B) of the Code.

Family aggregation under former provisions of the Internal Revenue Code shall be eliminated effective January 1, 1997.

For all Plan Years, Compensation shall include basic compensation and overtime, earned vacation and other paid time off pay that are after the Participant terminates employment, provided the payments are made within the later of 2½ months after the Participant terminates employment or the end of the Plan Year that includes the date of such termination; and provided further said amounts would have been paid or been able to have been used had the Participant continued employment.

J. Average Monthly Compensation shall mean a Participant's Monthly compensation received by the Participant during his or her period of employment and averaged over the five years (consecutive or non-consecutive) (1) during which the Participant's Compensation was the highest and (2) during the ten years of employment immediately prior to the date of the event that gives rise to the termination of benefits, or the date, if any, specified in the Plan, except that for Participants and Beneficiaries who become entitled to a benefit before January 1, 1983, the Average Monthly Compensation shall be based on compensation records to January 1, 1973, the earliest date for which complete compensation records are available for all employees.

K. Plan Administrator shall mean an employee of Metro Area Transit selected by the Employer.

L. Named Fiduciary shall mean the Board of Directors of the Metro Area Transit.

M. Plan Year shall mean January 1 through December 31.

N. Effective Date of this Plan shall mean January 1, 1981.

O. Authorized Leave of Absence means a leave of absence granted as such by the Employer and periods of absence in connection with involuntary military service during which the Employee's employment rights were protected by law. Authorized Leaves of Absence shall be granted in a uniform manner under similar circumstances.

P. Accumulated Contributions shall mean, at any determination date at or prior to the commencement of retirement income under this Plan, the aggregate of a Participant's own contributions to this Plan, pursuant to Section 9.4 hereof, plus interest compounded annually to the date employment terminates. The interest rate shall be that established by the Plan Administrator for this purpose, but in no event shall the rate of interest for the same purpose be less than that required by Federal laws or regulations.

Q. Vested Benefit shall mean a benefit to which a Participant has a nonforfeitable right to payment thereof in accordance with the terms and conditions of this Plan.

R. Period of Total and Permanent Disability shall mean that time during which a Participant receives benefits under the Employer's long term disability program and/or under Federal Social Security as the result of a disability incurred by a Participant while still a Participant. The Period of Total

and Permanent Disability shall end when benefits from both the long term disability program and Social Security stop (or when the one source stops if only one is being paid), or on the Participant's normal retirement date, if earlier. The Participant shall be deemed have received benefits during any waiting period between the occurrence of the disability and the time said benefits actually start.

S. Accrued Benefit shall mean a Participant's normal retirement benefit set forth in Section 5.1 based on actual Years of Service and Average Monthly compensation at the date of determination.

T. Equivalent Actuarial Value shall mean a benefit of equal value using the 1971 Group Annuity Table with 7% interest per annum, compounded annually.

Notwithstanding anything to the contrary, in the case of the determination of an Equivalent Actuarial Value single sum payment (lump sum) under the Plan, which is payable after January 1, 1998, the single sum shall be the actuarial equivalence determined by using the Applicable Mortality Table and the Applicable Interest Rate. For purposes of the foregoing, those terms shall have the following meaning:

(a) The "Applicable Mortality Table" shall mean the table prescribed by the Secretary of Treasury that utilizes the prevailing commissioners standard table for determining reserves for group annuity contracts issued on the date as of which the present value is determined (currently defined as the 83 Group Annuity Mortality Table). Notwithstanding the foregoing, the Applicable Mortality Table used for purposes of adjusting any benefit or limitation under Section 415(b)(2)(B), (C), or (D) of the Internal Revenue Code, and the Applicable Mortality Table used for purposes of satisfying the requirements of Section 417(e) of the Internal Revenue Code, is the table prescribed in Rev. Rul. 2001-62. Effective January 1, 2008, for purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code § 417(e), any provision directly or indirectly prescribing the use of the mortality table described in Revenue Ruling 2001-62 shall be amended to prescribe the use of the Applicable Mortality Table within the meaning of Code § 417(e)(3)(B), as initially described in Revenue Ruling 2007-67; and

(b) The "Applicable Interest Rate" shall mean the annual interest rate on 30-year Treasury securities for the second month preceding the first day of the stability period in which such distribution occurs. The Applicable Interest Rate will remain constant during the

stability period, which is the plan year. Effective January 1, 2008, for purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code § 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described in Code § 417(e) after its amendment by the Pension Protection Act. Specifically, the applicable interest rate shall be adjusted first, second and third segment rates applied under the rules similar to the rules of Code § 430(h)(2)(C) for the calendar year (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second and third segment rates are the first, second and third segment rates which would be determined under Code § 430(h)(2)(C) if:

(A) Code § 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(B) Code § 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II)" for "Section 412(b)(5)(B)(ii)(II)," and

(C) The applicable percentage under Code § 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

For any distribution with an annuity starting date on or after January 1, 2002, if application of the amendment as of the annuity starting date would have caused a reduction in the amount of any distribution, such reduction is not reflected in any payment made before the adoption date of this section. However, the amount of any such reduction that is required under Section 415(b)(2)(B) must be reflected actuarially over any remaining payments to the participant.

U. Annuity Starting Date shall mean the first day of the first period for which an amount is received as an annuity.

V. Highly Compensated Employee, effective January 1, 1997, shall mean an Employee described in Section 414(q) of the Code and the Regulations thereunder, and generally means an Employee who performed services for the Employer during the calendar year and is in one or more of the following groups:

(i) Employees who at any time during the calendar year or preceding calendar year were “five percent owners.”

(ii) Employees who received “415 Compensation” during the preceding calendar year from the Employer in excess of \$80,000 - as adjusted - and were in the Top Paid Group of Employees for such preceding calendar year.

A “five percent owner” shall mean any person who owns (or is considered as owning within the meaning of Code §318) more than five percent (5%) of the outstanding stock of the Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than five percent (5%) of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Sections 414(b), (c), (m) and (o) of the Code shall be treated as separate employers.

“Top paid group” means the top twenty percent (20%) of Employees who performed services for the Employer during the applicable year, ranked according to the amount of “415 Compensation” received from the Employer during such year. All affiliated employers shall be taken into account as a single employer, and leased employees within the meaning of Sections 414(n)(2) and 414(o)(2) of the Code shall be considered Employees unless such leased employees are covered by a plan described in Section 414(n)(5) of the Code and are not covered in any qualified plan maintained by the Employer. Employees who are non-resident aliens and who received no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer constituting United States source income within the meaning of Section 861(a)(3) of the Code shall not be treated as Employees. Additionally, for the purpose of determining the number of active Employees in any year, the following additional Employees shall still be considered for the purpose of identifying the particular Employees in the top paid group:

(a) Employees with less than six (6) months of service;

(b) Employees who normally work less than seventeen and one-half (17 ½) hours per week.

(c) Employees who normally work less than six (6) months during a year; and

(d) Employees who have not yet attained age 21 (age 19 for Plan Years beginning on or after January 1, 1998).

In addition, if ninety percent (90%) or more of the Employees of the Employer are covered under agreements the Secretary of Labor finds to be collective bargaining agreements between Employee representative and the Employer, and the Plan covers only Employees who are not covered under such agreements, then Employees covered by such agreements shall be excluded from both the total number of active Employees as well as from the identification of particular Employees in the top paid group.

In determining who is a Highly Compensated Employee, Employees who are non-resident aliens and who received no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer constituting United States source income within the meaning of Section 861(a)(3) of the Code shall not be treated as Employees. Additionally, all affiliated employers shall be taken into account as a single employer and leased employees within the meaning of Sections 414(n)(2) and 414(o)(2) of the Code shall be considered Employees unless such leased employees are covered by a plan described in Section 414(n)(5) of the Code and are not covered in any qualified plan maintained by the Employer. The exclusion of leased employees for this purpose shall be applied on a uniform and consistent basis for all of the Employer's retirement plans.

A Nonhighly Compensated Employee is an employee who is not a Highly Compensated Employee.

ARTICLE III - PARTICIPATION

3.1 Employees on January 1, 1981. Any Employee who was a Participant on January 1, 1981, shall continue to be a Participant until participation ceases in accordance provisions of the Plan.

3.2 Participation After January 1, 1981. Any Employee hired after January 1, 1981 shall become a Participant on the first day of the month next following the completion of a 120 day probation period.

3.3 Participation After Terminating Employment Without Participation. An Employee whose employment terminates before becoming a Participant and who is subsequently reemployed by the Employer shall become a Participant in accordance with the provisions of Section 3.2, and the Plan shall treat that person as a new

Employee on the date the Employee first performs an Hour of Service for the Employer after reemployment.

3.4 Participation After a Break in Service. If a Participant who is not vested in benefits attributable to Employer contributions under this Plan has a number of consecutive Service that equals or exceeds the aggregate number of Years of Service prior to such Breaks in Service, any employment by the Employer after such Breaks in Service will be treated under this Plan as if the person was a new Employee with no previous employment by the Employer.

If a Participant who is not vested in benefits attributable to Employer contributions under this Plan returns to employment by the Employer but had a number of consecutive Service less than the aggregate number of Years of Service prior to such Breaks in Service, the Participant shall again become a Participant on the date of his or her reemployment. If such a person within two years after returning to such employment returns any accumulated Contributions paid to that Participant plus interest (at the rate by Federal law or regulation) from the date of refund to the date of repayment, the Years of Service before and after the break shall be considered together for purposes this Plan.

If a Participant who was vested in benefits attributable to Employer contributions under this Plan has any number of Breaks in Service but returns to employment by the Employer, the Participant shall again become a Participant on the date of his or her reemployment. The percent of vesting and benefits accrued after the Break of Service shall be based on Years of Service before and after the Break in Service, subject to the application of Section 6.2 and Section 6.5. Withdrawn contributions may be repaid within two years after returning to employment together with interest (at the rate specified by federal law or regulation) from the date of refund to the date of repayment. In such event attributable to the Employee's contributions shall be restored.

ARTICLE IV - RETIREMENT DATES

4.1 Normal. The normal retirement date shall be the first day of the month coincidental with or next following the Participant's 65th birthday. A Participant shall have vested Accrued Benefit upon attaining age 65.

4.2 Early. The early retirement date shall be either of the following dates, as selected by the Participant:

A. The first day of any month before Participant's normal retirement date but after his termination of employment (other than for disability) and completion of 20 Years of Service and after the Participant's 58th birthday.

B. The first day of any month before the Participant's normal retirement date but after his termination of employment and completion of 30 years of continuous employment. For this purpose, a year of continuous employment shall mean a year (measured from the Participant's employment commencement date) during which the Participant has completed at least one Hour of Service.

4.3 Late. If a Participant has remained in employment after his normal retirement date, the late retirement date shall be the first day of the month next following the termination of employment of that Participant.

4.4 Disability. The disability retirement date shall be the first day of the month next following or coincidental with the commencement of Total and Permanent Disability of a Participant after his completion of fifteen (15) or more Years of Service.

ARTICLE V - RETIREMENT BENEFITS

5.1 Normal Retirement. Each person who is a Participant on his or her normal retirement date and retires at that time shall be entitled to receive a fully vested monthly pension. The amount of said pension, payable as a life annuity on the Participant's life with a return of the Participant's Accumulated Contributions guaranteed, shall be determined as follows:

One and one-fourth percent (1 1/4%) of the Participant's Average Monthly Compensation multiplied by the Participant's number of Years of Service. Effective January 1, 1995 the benefit factor used in the pension benefit formula was raised from 1.25% to 1.35%. This was not a retroactive increase and affects only pension benefits earned after January 1, 1995. For participants employed prior to the increase, pensions will be calculated in two parts - the old factor of 1.25% for years prior to 1995 and the new factor of 1.35% for 1995 and after. Effective for Participants employed on or after April 27, 2000, the factor shall be 1.45% for all Years of Service. If employment does not terminate at the end of a Year of Service, credit for the last fractional Year of Service shall be given in proportion to time during that year that the Participant was employed.

5.2 Early Retirement. A Participant who elects to retire on an early retirement date shall be entitled to a monthly pension determined in the manner prescribed in Section 5.1 based on the Participant's Years of Service and Average Monthly Compensation on the date his or her employment terminated. Unless the Participant has selected early retirement pursuant to Section 4.2(b), the pension shall be further reduced by 1/2% for each month that the early retirement date precedes normal retirement date.

5.3 Late Retirement. A Participant who retires on a late retirement date shall be entitled to a fully vested monthly pension in an amount computed in the same manner as under Section 5.1, but based on the Participant's Average Monthly Compensation and Years of Service at his late retirement date. Notwithstanding the foregoing, Years of Service of a Participant before January 1, 1988, and after the Participant attains his normal retirement date shall not be taken into account if the Participant made no contributions under Section 9.4 during such period.

5.3A Disability Benefits. A Participant who retires because of Total and Permanent Disability shall be entitled to a fully vested monthly pension determined as provided for in Section 5.1 for Normal Retirement, based on the Participant's Years of Service and Average Monthly Compensation on his or her disability retirement date as provided for in Section 4.4.

5.4 Commencement and Form of Payment. Any pension due a Participant under this Plan shall be payable monthly commencing on the normal, early or late retirement date, whichever is applicable. Payments shall be made under one of the following options:

A. A single-life annuity on the Participant's life, with a payment-to the Participant's Beneficiary equal to the excess, if any, of the Participant's Accumulated Contributions over the benefits paid to the Participant.

B. A ten-year certain period with payments thereafter as long as the Participant lives. If payments have started and the Participant dies before 120 monthly payments have been made, the monthly payments shall continue to his Beneficiary for the remainder of the 120 monthly payments. If no Beneficiary survives the Participant, such remainder shall continue to be paid to the Participant's estate or, at the election of the Plan Administrator, the commuted value of any such remainder shall be paid to the Participant's estate. If payments become payable to a Beneficiary pursuant to this paragraph and the Beneficiary dies before a total of 120 monthly payments have been made to the Participant and the Beneficiary, any remainder of the 120 monthly payments shall continue to be paid the Beneficiary's estate or, at the election of the Plan Administrator, the commuted value of any such remainder shall be paid to the Beneficiary's estate. Any commuted value determined in accordance with this paragraph shall be calculated using the rate of interest specified by the Plan Administrator for this purpose.

C. A contingent annuitant form of annuity with the Participant's spouse, with either 100%, 75% (effective January 1, 2008), 66-2/3% or 50% of the

amount payable to the Participant (while both the Participant and the spouse are alive) being payable to the spouse for life after the Participant's death.

All forms of payment under the Plan shall be the Equivalent Actuarial Value of a Participant's Accrued Benefit.

The Participant may specify which of the above options is to apply by filing a written election with the Plan Administrator in accordance with the rules established by the Plan Administrator governing such elections. Such rules shall provide the Participant with a reasonable opportunity in accordance with any applicable law or governmental regulation, to make such written elections and shall provide for a written explanation of the options and the effect of the options on the benefits payable.

Unless the Participant otherwise elects as provided herein, payment of a pension to a married Participant shall be in the form of an annuity for the life of the participant with a survivor annuity for the life of his or her spouse which is 100% the amount of the annuity payable during the joint lives of the Participant and his her spouse and which is of Equivalent Actuarial Value of the form set forth in Option A.

The Retirement Committee shall notify each Participant in writing between 30 and 90 days (180 days on and after January 1, 2007) prior to the date payments are to commence under the Plan of (i) the terms and conditions of the joint and survivor annuity, or life annuity for married Participants, (ii) the Participant's right to make, and the effect of a waiver election and a revocation of a waiver, (iii) the spousal consent requirements regarding the election, and (iv) the right of the Participant to revoke such election and the effect of such revocations.

Any distribution provided for in this Section 5.4C may commence less than 30 days after the notice required by Section 417(a)(3) of the Code is given, provided that:

(i) the Administrative Committee clearly informs the Participant that the Participant has a right to a period of 30 days after receiving the notice to consider whether to waive the joint and survivor annuity and consent to a form of distribution other than a joint and survivor annuity,

(ii) the Participant is permitted to revoke an affirmative distribution election at least until the annuity starting date, or, if later, at any time prior to the expiration of the 7-day period that begins the day

after the explanation of the joint and survivor annuity is provided to the Participant,

(iii) the annuity starting date is after the date that the explanation of the joint and survivor annuity is provided to the Participant. However, the annuity starting date may be before the date that any affirmative distribution election is made by the Participant and before the date that the distribution is permitted to commence under (iv) below, and

(iv) distribution in accordance with the affirmative election does not commence before the expiration of the 7-day period that begins the day after the explanation of the joint and survivor annuity is provided to the Participant.

Any Participant may at any time prior to his or her Annuity Starting Date elect to waive the form of benefit provided under this section and to receive his or her retirement benefits in one of the optional forms listed above. An election may be revoked at any time during the election period and a new election may also be made at any time during such period. Said election (or revocation) shall be filed with the Retirement Committee and shall be in writing and in such form with such information as the Retirement Committee may require. No election which waives a Participant's joint and survivor form of benefit shall be effective with respect to any spouse unless either (i) the Participant's spouse consents to the election in writing which acknowledges the effect of such election and which is witnessed by a member of the Retirement Committee or notary public; and (ii) the spouse consents to the alternate form of payment and (iii) unless the spouse is the Participant's sole, primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation, or (iv) it is established to the satisfaction of the Retirement Committee that the consents under (i), (ii) and (iii) cannot be obtained because there is no spouse, because the spouse cannot be located or because of other circumstances as may be prescribed in regulations under Section 417(a)(2) of the Code.

If the Participant is not married at the time benefits are to commence but makes no written election of an option as provided above, the retirement benefits shall be paid in the option A form of payment.

D. Minimum Distribution Requirements. The Retirement Committee may not direct the Trustee to distribute the Participant's Nonforfeitable Accrued Benefit, nor may the Participant elect to have the Trustee distribute his Nonforfeitable Accrued Benefit, under a method of payment which, as of the

Required Beginning Date, does not satisfy the minimum distribution requirements under Section 401(a)(9) of the Code and the applicable Treasury regulations, including regulation Section 1.401(a)(9)-6, the provisions of which are incorporated herein by reference. A Participant's Required Beginning Date is the later April 1 following the close of the calendar year in which Participant attains age 70 1/2, or April 1 of the calendar year following the calendar year in which the Employee retires.

If the Participant's spouse is not his or her designated Beneficiary, a method of payment to the Participant (whether by Participant election or by Retirement Committee direction) may not provide more than incidental benefits to the Beneficiary. For Plan Years beginning after December 31, 1988, the Plan must satisfy the minimum distribution incidental benefit ("MDIB") requirement in the Treasury regulations issued under Code §401(a)(9) for distributions made on or after the Participant's Beginning Date and before the Participant's death. For Plan Years beginning prior to January 1, 1989, the Plan satisfies the incidental benefits requirement if the distributions to the Participant satisfied the MDIB requirement or if the present value of the retirement benefits payable solely to the Participant greater than 50% of the present value of the total benefits payable to the Participant and his Beneficiaries. The Retirement Committee must determine whether benefits to the Beneficiary are incidental as of the date the Trustee is to commence payment of the retirement benefits to the Participant, or as of any date the Trustee redetermines the payment period to the Participant.

The minimum distribution for the first distribution calendar year is due by the Participant's Required Beginning Date. The minimum distribution for each subsequent distribution calendar year, including the calendar year in which the Participant's Required Beginning Date falls, is due by December 31 of that year.

With respect to distributions under the Plan for calendar years beginning on or after January 1, 2001, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code in accordance with final Treasury regulations under Section 401(a)(9) as applied to governmental plans.

E. Minimum Distribution Requirements for Beneficiaries. The method of distribution to the Participant's Beneficiary must satisfy Code §401(a)(9) and the applicable Treasury regulations, including Treas. Reg. §1.401(a)(9)-6, the provisions of which are incorporated herein by reference.

5.5 Limitation on Benefits.

A. Effective Date. The limitations of this section apply in Limitation Years beginning on or after January 1, 2008, except as otherwise provided herein.

Section 5.5 of this Plan in effect prior to January 1, 2008, shall apply prior to that date to the extent not superseded herein.

B. Annual Benefit. The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, then the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

Compensation for purposes of computing the Maximum Permissible Benefit shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's Severance from Employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in subsections (a) and (b) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2½ months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment. Any other payment of compensation paid after Severance from Employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above.

(a) Regular pay. 415 compensation shall include regular pay after Severance from Employment if:

(1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cashouts. Leave cashouts shall be included in 415 Compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other paid time off, but only if the

Participant would have been able to use the leave if employment had continued.

If, in connection with the adoption of this restatement, the definition of Compensation has been modified, then, for Plan Years prior to the Plan Year which includes the adoption date of this restatement, Compensation means compensation determined pursuant to the Plan then in effect.

C. Adjustment if in Two Defined Benefit Plans. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a Predecessor Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer shall limit a Participant's benefit in accordance with the terms of the Plans.

D. Grandfather of Limits Prior to January 1, 2008. The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a Predecessor Employer as of the end of the last Limitation Year beginning before January 1, 2008 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Regulations, and other published guidance relating to Code §415 in effect as of the end of the last Limitation Year beginning before January 1, 2008, as described in Treas. Reg. §1.415(a)-1(g)(4).

E. Other Rules Applicable. The limitations of this Article shall be determined and applied taking into account the rules in Section 5.5G.

F. Definitions. For purposes of this Section 5.5, the following definitions apply:

(i) Annual Benefit. Annual Benefit means a benefit that is payable annually in the form of a Straight Life Annuity. Except as provided below, where a benefit is payable in a form other than a Straight Life Annuity, the benefit shall be adjusted to an actuarially equivalent Straight Life Annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have

distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Treas. Reg. §1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. §1.415(b)1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and post-retirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code §417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code §415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code §411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. §1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to Employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a Straight Life Annuity shall be made in accordance with (i) or (ii) below.

(A) *Benefit forms not subject to Code §417(e)(3).* The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (i) if the form of the Participant's benefit is either (a) a nondecreasing annuity (other than a Straight Life Annuity) payable for a period of not less

than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (b) an annuity that decreases during the life of the Participant merely because of (1) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (2) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code §401(a)(11)).

i. Limitation Years beginning before January 1, 2008. For Limitation Years beginning before January 1, 2008, the actuarially equivalent Straight Life Annuity is equal to the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

ii. Limitation Years beginning on or after January 1, 2008. For Limitation Years beginning on or after January 1, 2008, the actuarially equivalent Straight Life Annuity is equal to the greater of (I) the annual amount of the Straight Life Annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(B) *Benefit Forms Subject to Code §417(e)(3).* The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 3A.02(a)(i) above. In this case, the actuarially equivalent Straight Life Annuity shall be determined as follows:

i. Annuity Starting Date in Plan Years Beginning After 2005. If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent Straight Life Annuity is equal to the greatest of (I) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in the Plan; and (III) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and applicable mortality table defined in the Plan, divided by 1.05.

ii. Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent Straight Life Annuity is equal to the annual amount of the Straight Life Annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) a 5.5% interest rate assumption and the applicable mortality table defined in the Plan.

(ii) Defined Benefit Dollar Limitation. Defined Benefit Dollar Limitation means, effective for Limitation Years ending after December 31, 2001, \$160,000, automatically adjusted under Code §415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a Straight Life Annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(iii) Employer. Employer means, for purposes of this Article, the Employer that has adopted the Plan, and all members of a controlled group of corporations, as defined in Code §414(b), as modified by Code §415(h), all commonly controlled trades or businesses (as defined in Code §414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code §415(h)), or affiliated service groups (as defined in Code §414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the employer pursuant to Code §414(o).

(iv) Formerly Affiliated Plan of the Employer. Formerly Affiliated Plan of the Employer means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, cessation of affiliation means the event that (i) causes an entity to no longer be considered the Employer, such as the sale of a member of a controlled group of corporations, as defined in Code §414(b), as modified by Code §415(h), to an unrelated corporation, or (ii) causes a plan to not actually be maintained by the Employer, such as transfer of plan sponsorship outside a controlled group.

(v) Limitation Year. Limitation Year means the period specified in the Plan that is used to apply the Code §415 limitations (i.e., the calendar year).

(vi) Maximum Permissible Benefit. Maximum Permissible Benefit means the Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(A) *Adjustment for Less Than 10 Years of Participation or Service*. If the Participant has less than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years of Participation in the Plan (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10).

(B) *Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or After Age 65*. Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65, as provided below.

i. Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62:

(aa) *Limitation Years Beginning Before January 1, 2008.* If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before January 1, 2008, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.5.F(vi)(A) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five percent (5%) interest rate assumption and the applicable mortality table as defined in the Plan.

(bb) *Limitation Years Beginning on or After January 1, 2008.*

1. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after January 1, 2008, and the Plan does not have an immediately commencing Straight Life Annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.5.F(vi)(A) for years of

participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

2. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after January 1, 2008, and the Plan has an immediately commencing Straight Life Annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the lesser of the limitation determined under Amendment Section 3A.2(h)(II)(A) and the Defined Benefit Dollar Limitation (adjusted under Section 5.5.F(vi)(A) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing Straight Life Annuity under the Plan at age 62, both determined without applying the limitations of this article.

ii. Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65.

(aa) *Limitation Years Beginning Before January 1, 2008.* If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before January 1, 2008, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a

benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.5.F(vi)(A) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five percent (5%) interest rate assumption and the applicable mortality table as defined in the Plan.

(bb) *Limitation Years Beginning After January 1, 2008.*

1. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after January 1, 2008, and the Plan does not have an immediately commencing Straight Life Annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 5.5.F(vi)(A) for years of participation less than 10, if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

2. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after January 1, 2008, and the plan has an immediately commencing Straight Life Annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the lesser of the limitation determined under Section 5.5.F(vi)(B)i(bb)1 and the Defined Benefit Dollar Limitation (adjusted under Section 5.5.F(vi)(A) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing Straight Life Annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

iii. Notwithstanding the other requirements of this Section, no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or

between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code §417(c), upon the Participant's death.

(aa) *Minimum benefit permitted.*

Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

1. the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction - (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed ten (10)) with the Employer, and (II) the denominator of which is ten (10); and

2. the Employer (or a Predecessor Employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory Employee contributions under a defined benefit plan, individual medical accounts under Code §401(h), and accounts for post-retirement medical benefits established under Code §419A(d)(1) are not considered a separate defined contribution plan).

(vii) Predecessor Employer. Predecessor Employer means, with respect to a Participant, a former employer of such Participant if the Employer maintains a Plan that provides a benefit which the Participant

accrued while performing services for the former employer. A former entity that antedates the Employer is also a Predecessor Employer with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity. For this purpose, the formerly affiliated plan rules in Treas. Reg. §1.415(f)-1(b)(2) apply as if the Employer and Predecessor Employer constituted a single employer under the rules described in Treas. Reg. §1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. §1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the Predecessor Employer relationship, such as a transfer of benefits or plan sponsorship.

(viii) Severance from Employment. Severance from Employment means, with respect to any individual, cessation from being an Employee of the Employer maintaining the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee.

(ix) Straight Life Annuity. Straight Life Annuity means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.

(x) Year of Participation. Year of Participation means, with respect to a Participant, each accrual computation period (computed to fractional parts of a year) for which the following conditions are met: (1) the Participant is credited with at least the number of Hours of Service (or Period of Service if the Elapsed Time Method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code §415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period.

In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be

established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

G. Other Rules.

(i) Benefits Under Terminated Plans. If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a Participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible Annuity Starting Date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(ii) Benefits Transferred From the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant Treas. Reg. §1.411(d)-4, Q&A-3(c), then the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. §1.411(d)-4, Q&A-3(c), then the transferred benefits are treated by the Employer's Plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the plan. If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treas. Reg. §1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(iii) Formerly Affiliated Plans of the Employer. A Formerly Affiliated Plan of an Employer shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(iv) Plans of a Predecessor Employer. If the Employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a Predecessor Employer, then the Participant's benefits under a plan maintained by the Predecessor Employer shall be treated as provided under a plan maintained by the Employer. However, for this purpose, the plan of the Predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the Predecessor Employer relationship with sufficient assets to pay Participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Employer and the Predecessor Employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the plan of the Predecessor Employer.

(v) Application of Rules. The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. §1.415(b)-1 and §1.415(f)-1(d), (e) and (h), which are incorporated herein.

5.6 Latest Date for Payment. Payments of all benefits under the Plan shall commence no later than 60 days following the close of the Plan Year during which the the following events occur:

- A. The Participant attains normal retirement age under this Plan;
- B. The Participant terminates employment with the Employer.

Furthermore, payment of a Participant's benefits shall commence in accordance with the minimum distribution requirements contained in Section 5.4.D.

5.7 No Duplication of Benefits. In no event shall benefits be duplicated with to former Participants who have recommenced participation in the Plan. Subject to the provisions of Section 3.4, if a Participant resumes active employment with the Employer after having received a distribution of all or a portion of his or her Accrued Benefit, all of his or her Years of Service shall be considered in computing his or her Accrued Benefit. However, such Participant's Accrued Benefit shall be offset by his or her Accrued Benefit attributable to any distribution received other than a distribution for which repayment is made under Section 3.4.

5.8 USERRA/HEART. Effective on and after December 12, 1994, notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credits with respect to qualified military service shall be provided in accordance with Section 414(u) of the Code.

In the case of a death or disability occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant had resumed and then terminated employment on account of death.

For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

Continued benefit accruals pursuant to the Heroes Earnings Assistance and Tax Relief Act are not provided.

5.9 Transfer of Interest.

A. Transfer of Interest. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect at the time and in the manner prescribed by the Retirement Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. At the direction of the Retirement Committee, the Trustee shall effect transfers elected by distributees hereunder.

B. Definitions.

(i) Eligible rollover distribution shall mean any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include the following: (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (b) any distribution to the extent such distribution is required under §401(a)(9) of the Code; and (c) the portion of any distribution that is not includible in gross income

(determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(ii) Eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. Effective January 1, 2002, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(iii) Distributee shall mean an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in §414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) Direct rollover shall be a payment by the Plan to the eligible retirement plan specified by the distributee.

(v) Direct Rollover of Non-Spousal Distribution.

(A) *Non-spouse Beneficiary Rollover Right.* For distributions after December 31, 2009, a non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an "eligible rollover distribution" under Code Section 401(a)(31).

(B) *Trust Beneficiary.* If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).

(C) *Required Minimum Distributions Not Eligible for Rollover.* A non-spouse beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Treasury Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treasury Regulations Section 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

ARTICLE VI - CESSATION OF PARTICIPATION - DEFERRED VESTED BENEFITS

6.1 Vested Accumulated Contributions. A Participant shall always be fully vested in his or her Accumulated Contributions.

6.2 Years of Service for Vesting. For purposes of determining the Participant's number of Years of Service under this Article VI, the following Years of Service shall not be taken into account:

The Years of Service prior to consecutive Breaks in Service if the Participant has no vested rights under this Plan and the number of such consecutive Breaks in Service equals or exceeds the greater of five or the aggregate number of Years of Service prior to such Breaks in Service.

6.3 Termination of Employment - No Vesting. In the event a Participant incurs a Break in Service before having completed five Years of Service, determined in accordance with Section 6.2, all rights under this Plan with respect to the Participant's employment preceding the Break in Service shall end, except as provided in Section 3.4. The Participant's Accumulated Contributions determined as of such Break in Service shall be paid to the Participant; or in the event of his or her death, such payment shall be made as provided in Section 7.1.

6.4 Termination of Employment - Vesting. In the event a Participant incurs a Break in Service after completing at least five Years of Service but before being eligible for early or disability retirement, the Participant shall be fully vested in his or her Accumulated Contributions, or the deferred pension attributable thereto, and shall be vested in the deferred pension attributable to the Employer's contributions in accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 5	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

6.5 Deferred Vested Retirement Income Amount. If a Participant is eligible for a deferred vested pension under Section 6.4, and does not withdraw his or her Accumulated Contributions, the pension payable commencing on the Participant's normal retirement date shall be 100% of the pension amount attributable to the Participant's Accumulated Contributions plus the vested percentage of the pension amount attributable to the Employer's contributions.

A Participant who is eligible for vested benefits under Section 6.4 may have his or Accumulated Contributions paid out as a single sum if the Participant files a written election of withdrawal with the Employer. If the Participant's Accumulated Contributions are paid to the Participant, such payment shall be in lieu of any deferred vested pension attributable to the Participant's Accumulated Contributions and only the deferred vested pension attributable to the Employer's contributions will thereafter be payable.

The amount attributable to the Employer's contribution shall be determined by calculating the Participant's Accrued Benefit and then subtracting the Participant's Accumulated Contributions in accordance with the actuarial assumptions of the Plan and federal regulations.

A Participant who is eligible for a deferred vested pension under Section 6.4 may, by filing a written election with the Employer prior to the time payments are to commence, have his or her pension commence at the first of any month following the later of the Participant's 58th birthday or the termination of employment, provided that the Participant would have had at least 20 Years of Service had he or she remained in

employment until attaining age 58. If the pension commences prior to the Participant's normal retirement date, the pension payable shall be reduced according to Section 5.2.

The pension under Section 6.4 shall be payable monthly from the date of commencement and shall be paid according to the optional method in effect pursuant to 5.1.

If this Section is applicable to a Participant, the benefits provided by this Section are in lieu of all other benefits under the Plan.

ARTICLE VII - DEATH BENEFITS

7.1 Preretirement Survivor Annuity. The surviving spouse of a vested Participant who dies before his or her Annuity Starting Date shall be entitled to receive the survivor annuity benefits such spouse would have received under Section 5.4.C. if:

A. In the case of a Participant who dies after the earliest date he or she could have elected to receive retirement benefits under the Plan ("earliest retirement date"), such Participant had retired with an immediate joint and survivor annuity as provided in Section 5.4.C on the day before the Participant's date of death; or

B. In the case of a Participant who dies on or before his or her earliest retirement date, such Participant had separated from service on the date of death, survived to his or her earliest retirement date, retired with an immediate joint and survivor annuity as provided in Section 5.4.C at his or her earlier retirement date, and died on the date after his or her earliest retirement date.

Survivor benefits under this Section shall commence no later than the month following the Participant's death and during which occurs the Participant's earliest retirement date.

The Retirement Committee shall provide to the Participant a written explanation (comparable to the written notice provided under Section 5.4.C) regarding the preretirement survivor annuity within the notice period which shall begin with the first day Year of the Plan Year in which the Participant attains age 32 and end with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35 (consistent with such regulations as may be prescribed under the Code). A Participant may elect (or revoke an election) to waive the preretirement survivor annuity anytime after the close of the notice period (or with respect to a Participant's benefits accrued before his date of separation from service, after such date of separation) but no later than the date of the Participant's death. Such election (or revocation) shall be filed with

the Retirement Committee and shall be in writing and in such form with such information as the Retirement Committee may require. No election with respect to waiver of the preretirement survivor annuity shall be with respect to any surviving spouse unless the same conditions for spousal consent as those provided in Section 5.4.C are met with respect to such waiver.

7.2 Other Preretirement Death Benefits. The benefits provided by Section 7.1 shall be in lieu of any other benefits under the Plan. In the event a Participant is not eligible for a benefit under Section 7.1 or waives said benefit, the Participant's Accumulated Contributions shall be paid as a single sum to the Participant's Beneficiary.

7.3 Death Benefits After Commencement of Retirement Benefits. If a Participant dies after his Annuity Starting Date, any further benefits from the Plan shall depend on the retirement income form selected by the Participant. If the Participant was receiving a life annuity, all payments shall cease. If the Participant was receiving a joint annuity, payments shall be continued to the remaining joint annuitant, if any, in accordance with the Participant's election. If payments are to be made for a term certain, death benefits will be continued accordingly.

7.4 Minimum Distribution Requirements. Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the following requirements and shall otherwise comply with Code §401(a)(9) and the regulations thereunder. The requirements of Code §401(a)(9), including the minimum incidental death benefit requirements of Code §401(a)(9)(G), are incorporated herein by reference. If the death benefit is paid in the form of a Preretirement Survivor Annuity, then distributions to the Participant's surviving spouse must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died; or (2) December 31st of the calendar year in which the Participant would have attained age 70-1/2. If it is determined pursuant to regulations that the distribution of a Participant's interest has begun and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed t at least as rapidly as under the method of distribution selected pursuant to Article VII as of his date of death.

ARTICLE VIII - APPLICATION FOR BENEFITS

8.1 Application for Benefits. Each person eligible for benefits under this Plan, other than a person entitled to benefits solely as the joint annuitant of a Participant, shall apply for such benefits by signing an application form to be furnished by the Employer. Each such person shall also furnish the Employer with such documents, evidence, data or information in support of such application as the Employer considers

necessary or desirable. It shall be the duty of each person receiving benefits, or eligible to receive benefits at some time, to keep the Employer informed as to his or her whereabouts and where benefits should be sent or delivered.

ARTICLE IX - FINANCING

9.1 Funding. An insurance company, or a trustee or trustees, or any combination shall be designated by the Employer and a contract or trust agreement or agreements, or any combination thereof, shall be made under the terms of which a retirement fund shall be established to receive and hold contributions from the Employer and Participants, interest and other income, and to pay the benefits provided by the Plan. All benefits under the Plan shall be payable from the insurance contract and/or trust funds. Subject to the provisions of Section 9.3, the Employer may modify any trust agreement or insurance contract, remove any trustee or change insurance companies at any time.

9.2 Funding Policy. The Retirement Committee shall establish a Funding Policy subject to approval by the Board of Directors, and in accordance therewith the Employer shall make such contributions to any insurance company or trustee as shall be required under accepted actuarial principles to provide the benefits under the Plan. This funding policy requires that the Committee will monitor the fund and keep the Board advised concerning the condition of the fund. The Committee will make recommendation to the Board of necessary contribution levels to maintain orderly funding of the plan. If the Plan's independent Actuary using reasonable actuarial assumptions determines that the Plan is underfunded then the Committee will recommend enforcement of the guidelines set forth in the funding policy to bring the Plan back into an adequately funded status within a timeframe acceptable to the Committee.

9.3 Non-Reversion. The Employer shall have no right, title or interest in the contributions made by it under the Plan and no part of the retirement fund shall revert to the Employer, except that any funds remaining in the fund because of an erroneous actuarial computation and after the complete satisfaction of all fixed and contingent liabilities under the Plan upon termination of the Plan and the allocation and distribution of any fund as provided herein, may revert to the Employer.

9.4 Participant Contributions. An Employee who is a Participant on July 1, 1981, or who thereafter becomes eligible to participate, shall contribute to this Plan as provided in this subsection.

During the time that a Participant is contributing, the contribution shall be a percent of the Participant's Compensation. The percent shall be 3.05% of the

Participant's Compensation for periods prior to January 1, 2004; 3.30% for periods between January 1, 2004 and December 21, 2005; 3.8% for periods December 22, 2005 through December 31, 2008; 5.3% for periods January 1, 2009 through April 30, 2011; 6% for periods May 1, 2011 through December 31, 2020; 6.5% for periods January 1, 2021 through December 31, 2021; and 7% thereafter.

With respect to Participants who were employed prior to June 1, 1987, and who did not make Participant contributions prior to that date, such Participants may elect to make "catch-up contributions" for periods of employment prior to June 1, 1987, for which no contributions were made. Said contributions may be made in a lump sum on or before September 1, 2005, or shall be paid in installments of 1.65% of Compensation per pay period commencing September 1, 2005, until paid in full. Catch-up contributions actually made prior to a Participant's termination of service shall be counted in determining Years of Service for participation purposes under Section 2.1(D) of the Plan as if they had been made on the dates prior to June 1, 1987, that they apply to.

The Employer shall pick up and assume the obligation to pay Participant contributions required under this section. The Employer shall pay said amounts from the Compensation otherwise payable to the Participant and the Participant shall have no right to have said picked up amounts paid to him directly instead of contributed to the Plan. This provision shall be construed so as to qualify the contributions as picked up by the Employer under Section 414(h) of the Code.

An Executive Director who elects to participate in his or her employment contract may catch up Participant contributions for years during which he or she did not participate in the Plan. Said catch up contributions shall be paid with interest during the two year period following the election to participate.

9.5 Voluntary Participant Contributions. Each Participant may contribute voluntarily to this Plan each year within certain limits and conditions as provided by this Section 9.5. The voluntary contributions may be any amount determined by the Participant, provided the rate of contribution for this Plan and any other Plan maintained by the Employer is not less than 1% nor more than 10% of the Participant's Compensation.

The amount of voluntary contribution by a Participant shall be in accordance with that Participant's written direction to the Plan Administrator prior to January 1 of the year in which such contribution is being made. The Participant may change the amount of his or her contribution with respect to any future calendar year by filing another written election with the Plan Administrator - prior to January 1 of such year.

A Participant may stop making voluntary contributions at any time, but if contributions are stopped then no further voluntary contribution may be made by that Participant during the calendar year in which such contributions were stopped.

The Employer shall deduct each Participant's contribution from the Compensation of the Participant for each pay period. From time to time the Employer shall pay the amounts so deducted to the funding agency for the Plan to be held and administered according to the terms of this Plan.

The Plan Administrator shall establish and maintain, or cause to be established and maintained, an individual account in the name of each Participant to which his or her voluntary contributions shall be credited.

Voluntary contributions shall be credited with interest from the first day of the month coincident with or next following the date such contribution is made by the Participant to the first day of the month coincident with or next preceding the date such contribution is withdrawn by the Participant. Interest shall be compounded annually at the rate specified from time to time by the Plan Administrator.

A Participant may withdraw any of his or her voluntary contributions from the fund at any time. Interest on voluntary contributions may be withdrawn, provided that in the event interest is withdrawn by a Participant, that Participant may not make any further voluntary contributions for a period of one year from the date the interest is withdrawn.

Upon retirement of employment the Participant may elect in writing to have all of the voluntary contributions and interest in his or her individual account paid that Participant in a single sum. Alternatively, subject to the restrictions on payments under the Plan, the Participant may have his or her account paid out in manner agreed to by the Plan Administrator.

If a Participant, or former Participant, dies before all of his or her voluntary contributions and interest have been paid out, the balance of the Participant's individual account shall be paid to the designated beneficiary of the Participant, or if no beneficiary has been designated or no beneficiary survives the Participant, then the estate of the Participant or former Participant.

A Participant's voluntary contributions and interest thereon shall be always fully vested in the Participant and shall be in addition to any and all other benefits provided by this Plan.

ARTICLE X - TEMPORARY LIMITATIONS ON BENEFITS

10.1 Limitation of Benefits. Notwithstanding any provision in this Plan to the contrary, during the first ten years after January 1, 1981, the benefits provided for Participants whose anticipated monthly retirement income provided by such contributions will exceed \$125, but applicable only to the 25 highest paid Participants as of the Effective Date, shall be subject to the following limitations:

A. There shall be paid in full those benefits, including any death of survivor's benefits on behalf of a Participant who dies after retirement, which have en provided by Employer contributions not exceeding the larger of:

(i) \$20,000; or

(ii) an amount equal to 20% of the first \$50,000 of the Participant's average regular annual Compensation multiplied by the number of years between January 1, 1981 and the earlier of (a) the date of the termination of the Plan, or (b) if the benefits of the Participant become payable within ten years after establishment of the Plan, the date such benefits become payable, or (c) if the full current costs for the first ten years of the Plan have not been funded, the date of the failure to meet the full current costs.

B. If this Plan terminates and the full current costs of the Plan have not been met by the end of the first ten years after January 1, 1981, any benefits which any Participants described in Section 10.1 of this Article X may receive shall not exceed the benefits set forth in subsection A of said Section.

C. If a Participant described in Section 10.1 of this Article X leaves the employ of the Employer when the full current costs have been met, the benefits which may be received shall not at any time within ten years after January 1, 1981 exceed the benefits set forth in subsection A of said Section.

10.2 When Limitations Do Not Apply. These limitations shall not restrict payment of death benefits of a Participant who dies during a period when the Plan is in effect and its full current costs shall have been met nor shall the limitations set forth herein restrict the current payment of full retirement benefits called for by this Plan if its current costs shall have been met for any retired Participant while this Plan is in effect; provided, that the restricted Employer contributions be applied either:

A. to provide level amounts of annuity in the basic form of benefit provided under the Plan, or

B. to provide level amounts of annuity in an optional form of benefit provided under the Plan if the level amount of annuity under such optional form of benefit is not greater than the level amount of annuity under the basic form of benefit provided under the Plan.

10.3 Further Limitations. Notwithstanding anything to the contrary contained in Article X, if at the end of the first ten years after January 1, 1981, the full current costs are not met, the limitations on benefits will continue to apply until the full current costs are met for the first time.

10.4 Limitations Applicable to Amended Plan. If this Plan has been changed so as to increase substantially the extent of possible discrimination as to contributions and as to benefits actually payable in event of the subsequent termination of the Plan or the subsequent discontinuance of contributions thereunder, then the provisions of this Article shall be applied to the Plan as so changed as if it were a new plan established on the date of such change.

10.5 Limitations on Restrictions. Notwithstanding the above section of this Article, in the event of the termination of the Plan and Trust during a period in which the above restrictions on the 25 highest paid Employees would otherwise be applicable, such restrictions will not apply if it can be demonstrated to the Internal Revenue Service that the payment of the anticipated benefits under the Plan, absent the restrictions, would not result in the prohibited discrimination. Moreover, such restrictions shall not apply if on the date of termination, the present value of the Plan assets is not less than the present value of all Accrued Benefits as of such date.

ARTICLE XI - ADMINISTRATION

11.1 Plan Administrator and Retirement Committee. There shall be appointed a committee known as the Retirement Committee for the purpose of generally assisting the Plan Administrator in administering the Plan. The Retirement Committee shall consist of five members, appointed as follows: (i) three members shall be appointed by the Employer's Board of Directors, two from among the management personnel of the Employer and one from the Employer's Board of Directors; (ii) one member shall be appointed by the Employer's Board of Directors from among the citizens of Omaha who businessmen qualified in financial affairs, not otherwise connected with this Plan or the Employer; (iii) one member shall be selected at large from the Employer's salaried ranks, by the other four members of the Retirement Committee.

Each member shall serve until his or her death, resignation or removal. When a membership vacancy occurs, the replacement shall be made by the original appointing Agency.

The Retirement Committee shall choose from its members a Chairman and a Secretary and may appoint one or more Assistant Secretaries. The Secretary shall keep minutes of the Retirement Committee's proceedings, and shall keep all data, records and pertaining to the Plan Administrator's and the Retirement Committee's administration of the Plan.

The Plan Administrator may employ and suitably compensate such attorneys, advisory, clerical and other employees as it may deem necessary to the performance of administrative duties. Such compensation shall be paid from the pension fund.

The action of the Retirement Committee shall be determined by the vote or other affirmative expression of a majority of its members.

A member of the Retirement Committee who is a Participant shall not vote on any question relating specifically to him or her; and in the event the remaining members of the Retirement Committee are unable to come to a determination of any such question, the same shall be determined by the Plan Administrator.

The Plan Administrator and members of the Retirement Committee shall serve without compensation for their services as such. All expenses of the Plan Administrator and Retirement Committee shall be paid by the pension fund.

The Plan Administrator and each member of the Retirement Committee shall be indemnified against any and all expenses and liabilities, including provision for defense, arising out of service as Plan Administrator or out of membership on the Retirement Committee, excepting only expenses and liabilities arising out of a person's own willful misconduct. Payment of such expenses and liabilities shall be made from the pension fund as they become due.

The Plan Administrator shall make available to Participants, and their Surviving Spouses and Beneficiaries, for examination during business hours, such records as pertain to the person wishing to examine the same.

The Plan Administrator, on behalf of the Participants, and their Surviving Spouses and Beneficiaries, shall enforce the Plan in accordance with the terms of the Plan and shall all powers necessary to accomplish that purpose including, but not by way of limitation, the following:

- A. To determine all questions relating to the eligibility of Participants to become Participants.

B. To determine and clarify to the funding agency the amounts and kind of benefits payable to Participants and their Surviving Spouses and Beneficiaries.

C. To appoint an actuary to make any necessary actuarial valuations of the contingent assets and liabilities of the Plan; to adopt, upon the recommendation the actuary, interest, mortality and other tables for use in all actuarial calculations; and, relying upon the valuations and certifications of the actuary, to determine and certify to the Employer the amount of contributions to be made from time to time by the Employer in order to provide the benefits provided by the Plan, subject to the limitation and requirements stated in Section 9.2 on Funding Policy.

D. To authorize disbursements from the Plan fund.

E. To make and publish such rules for the regulation of the Plan as are not inconsistent with the terms thereof.

F. To, in its discretion, construe and interpret the Plan, to supply any omissions therein, to reconcile and correct any errors or inconsistencies, to make and publish rules for regulation of the Plan, to decide any questions in the administration and application of the Plan, including all questions relating to the individual rights of Participants, and to make equitable adjustments for any mistakes or errors in the administration of the Plan.

To enable the Plan Administrator and Retirement Committee to perform administrative functions, the Employer shall supply full and timely information of all matters relating to the pay of all Participants, their retirement, death or other cause for termination of employment, and such other pertinent facts as the Plan Administrator or Retirement Committee may require; and the Plan Administrator or Retirement Committee shall advise the funding agency of such of the foregoing facts as may be pertinent to the administration of the Plan.

ARTICLE XII - AMENDMENT AND TERMINATION

12.1 Amendment and Termination. The Employer expects the Plan, which is for the exclusive benefit of the Participants and their Surviving Spouse and Beneficiaries, to be permanent. However, the Employer reserves the right to amend, suspend or terminate the Plan at any time by action of the Board of Directors of the Employer; provided, that if the Plan is terminated or partially terminated all Participants shall be fully vested in their benefits accrued to the date of the termination; and provided further that no amendment shall be effective unless the Plan, as so

amended, shall be for the exclusive benefit of the Participants and their Surviving Spouse and Beneficiaries and no amendment shall operate to deprive any Participant of any rights or benefits irrevocably vested in him or her under the Plan prior to such amendment, except that the Employer may make any and all changes or modifications necessary to comply with governmental laws and regulations.

12.2 Plan of Termination. In event of termination of this Plan, the assets in the pension fund as of the date of Plan termination shall be allocated among the Participants in accordance with the following priorities:

A. All Participants shall receive their voluntary contributions under Section 9.5 and interest accumulated thereon.

B. All Participants shall receive their net Accumulated Contributions as the date of the Plan termination. Net Accumulated Contributions are the Participant's Accumulated Contributions as of the date of the Plan termination less benefits received, if any.

C. All Participants who retired three years or more prior to date of Plan termination or could have 'retired three years or more prior to such date shall be allocated the present value of future benefits based on the form and monthly benefit payable on date of Plan termination.

D. All other Participants eligible for retirement benefits on date of Plan termination but not included previously shall be allocated assets in the same manner as in C.

E. All Participants who are partially or wholly vested but are not eligible for retirement prior to termination of the Plan shall be allocated the present value of vested accrued benefits as of date of Plan termination.

F. All other Participants who have accrued benefits under their Plan shall be allocated the remaining assets but not to exceed their present value of accrued benefits.

If assets are insufficient to provide for all benefits in a priority category, then benefits in that category will be prorated based on the applicable present values.

If all assets are greater than required to provide all benefits in all five priority categories as listed above, the excess assets will be returned to the Employer. Implementation of the foregoing plan of termination shall be subject to approval by the Internal Revenue Service.

12.3 Effect of Bankruptcy and Other Contingencies Affecting the Employer. In the event the Employer terminates its connection with the Plan, or in the event the Employer is dissolved or liquidated, or shall by appropriate legal proceedings be adjudged bankrupt, or in the event judicial proceedings of any kind result in the involuntary dissolution of such Employer, the Plan shall be terminated and the funds shall be distributed as provided heretofore.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Non-Alienation. No benefit payable at any time under the Plan shall be subject to any manner to alienation, sale, transfer, assignment, pledge, attachment, garnishment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. The retirement funds shall not in any manner be liable for or subject to the debts or liabilities of any person entitled to any benefits under this Plan. The foregoing limitations shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a qualified domestic relations order; provided, however, the Plan shall not recognize any qualified domestic relations order unless required under the terms of the Employee Retirement Income Security Act. The foregoing limitations also shall not apply to the pledge of an Employee's Accumulated Contributions, including picked-up contributions under Section 9.4 and any voluntary contributions, to the Omaha City Employees Federal Credit Union as collateral for a loan by said Employee from said Credit Union.

13.2 Payment of Small Amounts. Any other provision of the Plan notwithstanding, if the present value of the Participant's accrued benefit under the Plan derived from Employer and Employee contributions has never exceeded \$1,000 (\$3,500 before January 1, 1988 and \$5,000 for Plan Years beginning on or after January 1, 1988 and before January 1, 2006), the Retirement Committee, in its discretion, may direct payments in a lump sum. In determining present value, the Plan shall use the applicable mortality table and applicable interest rate under Section 417(e)(3) of the Code on and after January 1, 2006.

In the event of a mandatory distribution greater than \$1,000 in accordance with the provisions of this Section 13.2, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Section 5.10, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

13.3 Incompetency. In the event any payment becomes payable to a person under legal

13.4 Retirement While Absent from Work. A Participant otherwise eligible to retire under the Plan may do so without returning to active employment with the Employer if he is absent from work and such absence does not constitute a termination of employment.

13.5 Employment Rights. The Employer's rights to discipline any participant or to terminate his employment shall not be affected by reason of any of the provisions of the Plan.

13.6 Vested Right. No Participant, Surviving Spouse or Beneficiary shall have any vested right under the Plan except such rights, if any, as may accrue to him as provided in Articles V, VI and VII.

13.7 Agent for Service of Process. The Plan Administrator shall be authorized to accept service of process on behalf of the Plan.

13.8 Prohibited Transactions. No activity is permitted which is a prohibited within the meaning of any applicable law or regulation.

13.9 Claims Review Procedure. Any Employee, former Employee or Beneficiary who has been denied a benefit, or feels aggrieved by any other action of the Plan Administration, the Employer, or the funding agent, shall be entitled, upon request to the Plan Administrator, and if he has not already done so, to receive the written notice of such action, together with a full and clear statement of the reasons for the action.

If the claimant wishes further consideration of his position, he may obtain a form from the Plan Administrator on which to request a hearing before the Retirement Committee. Such form, together with a written statement of the claimant's position, shall be filed with the Plan Administrator no later than 90 days after receipt of the Plan Administrator's written notification of action. The Plan Administrator shall schedule an opportunity for a full and fair hearing of the issue by the Retirement Committee within the next 30 days. The decision of the Retirement Committee following such hearing shall be made within 30 days and shall be communicated in writing to the claimant by the Plan Administrator.

13.10 Plan Merger. In the case of any merger or consolidation with or transfer of liabilities to, any other plan, each Participant in the Plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated.)

13.11 Transfer of Participants From the MAT Hourly Employees' Pension Plan.

A. Former Members of the Transport Workers Union of America, Local 223. A Participant in the Metro Area Transit Hourly Employees' Pension Plan who ceases to be covered by the collective bargaining agreement between the Employer and the Transport Workers Union of America, Local 223 and continues in employment with the Employer shall automatically become a Participant in this Plan, provided that he or she meets the age and service requirements to be a Participant in this Plan.

Such Participant's accumulated contributions and Employer accumulated contributions made on his behalf to the Hourly Plan shall be transferred from the Hourly Plan retirement fund to the retirement fund under this Plan and all rights that such Participant had under the Hourly Plan shall thereupon cease.

Such Participant's credited service and compensation records while under the Hourly Plan, together with the Participant's service rendered and compensation earned while under this Plan, shall apply to the computation of his or her benefits under this Plan.

B. Former Members of the General Drivers and Helpers Union Local 554. A Participant in the Metro Area Transit Hourly Employees' Pension Plan who ceases to be covered by the collective bargaining agreement between the Employer the General Drivers and Helpers Union, Local 554, and continues in employment with the Employer shall automatically become a Participant in this Plan, provided that he or she meets the age and service requirements to be a Participant in this Plan.

If such Participant has a vested benefit from the Central States Teamsters Pension Plan, the amount of his pension from this Plan shall be determined on the basis of his Years of Service commencing with the date he becomes a Participant in this Plan, thus excluding his Years of Service earned while covered by a collective bargaining agreement, provided however, such Years of Service shall count in determining his vested rights under this Plan.

If such Participant does not have a vested benefit from the Central States Teamsters Pension Plan, he may elect to have his pension from this Plan determined on the basis of his total Years of Service, including his service while covered by a collective bargaining agreement. In event of such election, the Participant shall be required to pay to the retirement fund a lump sum amount equal to the accumulation of contributions he would have made to this Plan, with interest, assuming he had always been a salaried employee with the

Employer, not covered a collective bargaining agreement. In event the Participant does not so elect, his pension from this Plan shall be determined on the basis of his Years of Service commencing with the date he becomes a Participant in this Plan.

8. RESOLUTION: **Request Approval of 3-Year Labor Agreement Between Metro and Transport Workers Union of America, Local 223 for January 1, 2023, Through December 31, 2025**

EXPLANATION: Staff requests full board approval for Metro's CEO to execute a 3-year collective bargaining agreement between Metro and the Transport Workers Union (TWU), Local 223 (AFL-CIO). The CEO's authority to execute the agreement on behalf of Metro is contingent upon the approval and execution of the collective bargaining agreement by the TWU. Metro's final offer is anticipated to be ratified by the rank and file in April 2023.

Heavy duty and auto mechanics will receive a 5.0 % salary increase in the first year of the contract, and 2.0 % in the two subsequent years of the contract. Wages for a Master Electrical Mechanic will be adjusted based on salary trends for 16.1 % during the first year of the agreement, and 2.0 % in the two subsequent years of the contract. The Building Grounds and the Equipment Leadman wages will be comparable to a First-Class mechanic's wages. All other employees will receive a 3.0 % salary increase in the first year of the contract, and 2.0 % in the two subsequent years of the contract. The shift differential of 2 % previously paid for shifts that extended beyond 8:00 pm will be increased to 4% to hours worked between 5:00 pm and 3:00 am.

Employees will receive 2 additional leave days for sickness, and as an incentive for good attendance those who have less than 1 unexcused absence per semester, may earn up to 1 additional 8-hour day of Paid Time for Sickness per six-month period. Employees will receive Juneteenth as a paid floating holiday which they may use throughout the year. Employees will receive an increase for uniforms and those who require tools will receive an increase in their tool allowance.

A copy of the collective bargaining agreement was sent to the Board for review.

Recommend approval.

9.

RESOLUTION:

Request Approval to Enter into a Contract with Cummins for Engine Repair Services

EXPLANATION:

Metro solicited quotes for engine repair services on Metro's buses and received one quote for \$147.60 per hour from Cummins Inc.

The work will provide on-site repairs and preventative maintenance to Metro's Cummins engines on our bus fleet as has been past practice. The contract will be for a maximum of six months or 1,000 hours. Staff has determined that the quote from Cummins is fair and reasonable.

Staff is requesting the authority to enter into a contract with Cummins, Inc. for a not to exceed price of \$160,000. This item was forwarded to the Finance/Procurement Committee prior to the Board meeting.

Recommend approval.

PURPOSE

The Omaha metro area needs reliable, quality public transportation to grow sustainably and serve the diverse needs of our residents.

MISSION

Metro connects people, places and opportunities through quality transit services.

VISION

Metro is a valued transportation choice for all members of our community and a vital partner in Omaha's future.

Metro aims to realize this vision by cultivating and investing in:

- Collaborative communication
- Employee empowerment
- Culture of respect & appreciation
- Well-maintained equipment & facilities
- Up-to-date technology & processes
- Ongoing training & safety efforts
- Collaborative partnerships to improve our service
- Outstanding rider communication & experience
- Recognition of Metro's value to the community

VALUES

Unity: We are a team with a common purpose.

Responsibility: We take pride in our work and are committed to going above and beyond.

Care: We care about our customers and each other.

Resourcefulness: We are adaptable and driven to overcome challenges.

Learning: We are always training for tomorrow.

Appreciation: We are motivated to provide a quality of life for those we love through competitive wages and compensation.

VISION:

METRO IS A VALUED TRANSPORTATION CHOICE FOR ALL MEMBERS OF OUR COMMUNITY AND A VITAL PARTNER IN OMAHA'S FUTURE.

Project Phoenix aims to make Metro a great place to work by creating a stronger culture and improving the way we work together



SERVICE COLLABORATIONS,
RIDER EXPERIENCE

RECOGNITION
OF METRO'S
VALUE TO THE
COMMUNITY

COLLABORATIVE
PARTNERSHIPS
TO IMPROVE OUR
SERVICE

OUTSTANDING RIDER
COMMUNICATION AND
EXPERIENCE -
"THE RIDER COMES
FIRST"

MAINTENANCE, EQUIPMENT,
AND TRAINING

CLEAN,
FUNCTIONING,
WELL-MAINTAINED
EQUIPMENT &
FACILITIES

UP-TO-DATE
TECHNOLOGY AND
PROCESSES TO ENSURE
QUALITY EQUIPMENT
AND SERVICE

ONGOING
TRAINING &
SAFETY EFFORTS
FOR ALL
DEPARTMENTS

COMMUNICATION,
CULTURE, AND
CAREERS

TRANSPARENT
2-WAY
COLLABORATIVE
COMMUNICATION

EMPLOYEE
EMPOWERMENT
THROUGH CAREER
ADVANCEMENT
AND REWARD

A CULTURE OF
MUTUAL RESPECT,
APPRECIATION, AND
TEAMWORK

Meeting Minutes – March 23, 2023

**MINUTES
REGULAR MEETING
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA
2222 Cuming Street
Omaha, Nebraska, 68102
March 23, 2023
MINUTES**

The Regional Metropolitan Transit Authority of Omaha Board met in Regular Session on Thursday, March 23, 2023, at 8:30 a.m., in person at the Authority’s Administration Building, 2222 Cuming Street, Omaha, Nebraska 68102, and virtually. Notice was published in the Omaha Daily Record on March 17, 2023, in advance of the meeting. For the benefit of the public in attendance, a copy of the Open Meetings Law is posted in the meeting room and the Agenda is published on the display in the facility lobby. The following persons were in attendance at the meeting:

Authority Board:

Ms. Amy Haase, Chair
Mr. Othello Meadows, Vice Chair
Mr. Jay Lund (Absent)
Mr. Daniel Lawse
Ms. Julia Plucker

Authority Staff:

L. Cencic, CEO/Executive Director
I. Maldonado, Deputy Executive Officer
D. Grant, HR Director (Absent)
E. Simpson, Legal Director (Virtual)
K. Pendland, IT Director (Virtual)
W. Clingman, Finance Director
D. Kelsey, Operations Director (Absent)
J. Willoughby, Senior Project Manager (Virtual)
R. Sherping, Safety Director (Absent)
A. Johnson, Civil Rights & Inclusion Director
E. Gomez, Communications Specialist (Acting Board Secretary)

Others Present:

Other Metro staff
Members of the public

Meeting Minutes – March 23, 2023

Agenda Item #1: Call to order

Ms. Haase called the meeting to order at 8:31 a.m. Notice of the Regular meeting was published in the Omaha Daily Record on March 17, 2023. For the benefit of the public in attendance, a copy of the Open Meetings Law has been posted in the meeting room and is available online at ometro.com, and the agenda was published on the display in the facility lobby.

Agenda Item #2: Approval of Minutes of Previous Regular Meeting

Ms. Haase entertained a motion to approve the minutes of the Board Meeting on February 23, 2023.

Motion by Mr. Lawse; Second by Mr. Meadows

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Agenda Item #3: General Public Comment Period

Ms. Haase opened the General Public Comment Period to invite members of the audience to be heard regarding regular topics related to the Transit Authority of the City of Omaha. No members of the public came forward to comment.

Agenda Item #4: Administrative Report

(L. Cencic)

Ms. Cencic updated the Board that it has been an incredibly busy time at Metro as staff prepares for the celebration of the millionth ride on ORBT. Metro will be having a celebration on Saturday and Ms. Cencic invited the Board members to attend. The preparation of this celebration has taken time from staff in Operations, Maintenance, and Communications. This is a huge milestone and Ms. Cencic extended a thank you to Metro staff for their hard work. In 2021 and 2022, ORBT averaged approximately 9,000 rides per week. In February 2023, ORBT averaged almost 9,700 riders per week. This means ORBT has carried between 440,000 and 500,000 riders per year. It is important to remember that these trips would have either been made by car or not at all. ORBT ridership is steadily increasing each month and ORBT is currently carrying about 17% more riders than Route 2 carried prior to COVID. Ridership still is not back to 100% pre-COVID activity throughout Metro's system but ORBT specifically has exceeded pre-COVID activity. This is a huge milestone and Ms. Cencic extended a thank you to Metro staff for their hard work.

Ms. Cencic informed the Board that she has been working with the Nebraska Association of Public Transit Providers and will be attending a proclamation signing during the first week of April. The governor will sign a proclamation to announce Nebraska Public Transit Week and will have a breakfast for state senators to discuss transportation issues.

Meeting Minutes – March 23, 2023

Discussion was had.

Agenda Item #5b: Administrative Reports

(I. Maldonado)

Mr. Maldonado updated the Board that Metro has successfully consolidated the Dispatch centers for MOBY and fixed route transportation. The ultimate goal in consolidating both areas was to gain efficiencies in the oversight of service delivery, broader staff coverage, and cross-training. This makes Metro more efficient when it comes to overseeing service delivery and ensuring on-time compliance.

Ms. Cencic held all-hand meetings with all maintenance staff multiple times where administrative staff learned of issues affecting maintenance staff, particularly related to preventive maintenance and the on-going repairs of Metro's fleet. Management staff talked about expectations and provided additional updates.

Management teams held various interdepartmental meetings to discuss enhancement of several policies and procedures, and began to work on some existing projects, including the handling of customer concerns, law enforcement notification procedures, and the future evaluation of Metro's fixed route operator stop announcements as required by the Americans with Disabilities Act.

Metro's Safety and Communications teams are coordinating this year's Safety Recognition and Employee Appreciation event which will be scheduled to take place during the second week of April. Mr. Maldonado stated he would update the Board once the date and time have been determined and extended an invitation for Board members to join Metro for that event.

Metro began the first stages of the implementation of the new fleet management software and procurement software. The full implementation of this new system is expected to take place in August.

On March 9, 2023, Metro hosted the Cybersecurity and Infrastructure Security which goes by the acronym of CISA 5 end training that was presented by the TSA, CISA, and the FBI. This training was attended by representatives of Metro, Eppley Airfield, StarTran from Lincoln, Union Pacific, TSA staff, service personnel from Offutt Air Force Base, the Department of Homeland Security, and other transportation businesses from Nebraska, Iowa, Missouri, and Kansas. The seminar focused on ways to identify the current and ever-changing methods used by hackers to gain access to company networks.

From March 14, 2023 through March 17, 2023, Metro hosted its first Transportation Safety Institute's "Effectively Managing Transit Emergencies" course. This course was attended by both transit and rail personnel from agencies around the country including Washington, Ohio, Texas, Massachusetts, Arkansas, Wisconsin, California, and Hawaii. All of the Metro field supervisors, operations, and maintenance managers and safety leadership staff attended this training as well.

On April 16, 2023, Metro will begin the next schedule pick and fixed route service enhancement. These enhancements will include restoration of pre-COVID service levels on Route 13, which will be restored to 15-minute frequency during weekday peak hours from downtown to MCC South campus, and 30-minute frequency during peak hours from MCC South campus to Aksarben Transit Center. Route 15 will have increased frequency from downtown to Aksarben Transit Center during peak hours on weekdays. On Saturdays, Metro will improve frequency on Route 11 by adding 30-minute frequency throughout the day. On Sundays, Metro

Meeting Minutes – March 23, 2023

will also improve frequency by adding 30-minute daytime frequency from downtown to MCC South campus on Route 13, adding 30-minute daytime frequency from downtown to Askarben Transit Center on Route 15, and adding 30-minute daytime frequency to Routes 3, 4, 24, and 30. Metro will also extend Sunday evening service on Routes 3, 4, 13, 15, 24, and 30. These service enhancements will move Metro in the direction of fulfilling the MetroNext goals that were identified in that previous study.

Ms. Cencic, Metro's Senior Project Manager of Engineering, and Mr. Maldonado met with representatives from Metropolitan Community College to discuss future repairs of the bus roadway at the MCC South Transit Center. Another meeting is scheduled to take place next week.

Metro and the two local bargaining units continue to negotiate. Mr. Maldonado anticipates that negotiations will be finalized and presented to the Board by the April Board meeting.

Discussion was had.

Agenda Item #5c: Administrative Reports

(N. Ebat)

Ms. Ebat updated the Board that the Communications team met with the Omaha Downtown Improvement District earlier this month to discuss how both groups can support one another and encourage the public to use transit for the big events downtown. Steelhouse is opening with The Killers and Lizzo is expected to draw a large number of attendees at CHI as well. Metro's discussion with the Omaha Downtown Improvement District centered around how traffic can be eased and how attendees can be urged to look at alternative ways of getting around downtown.

The Communications team also took part in a public meeting on the streetcar, particularly to discuss Metro's routes and frequencies within the downtown urban core. Metro received quite a few questions and conversations during this event. A number of people said they had not considered public transit in the past but would now consider it in the future.

Metro is currently in the midst of celebrating Nebraska Public Transit Week plans and preparations. There will be more to report on the specifics of these plans at the next Board meeting.

The Communications team is also currently prepping for communications surrounding the new pick, as Metro has quite a few changes coming up. Staff want to make sure all materials are ready to be pushed out to the public in a timely manner.

Lastly, the ORBT celebration has been a primary focus on the Communications team. Ms. Ebat extended a huge thank you to all the departments involved in this event planning process. The reason for this celebration has not yet been widely shared publicly but information will go out at noon today. The Communications team is in the middle of a media blitz this week, which includes 3 interviews today, several interviews that took place earlier this week, and a podcast that was released over this past weekend. Ms. Ebat extended a thank you to Ms. Cencic for accommodating a packed interview schedule over the last week. Staff are planning two main events on Saturday and the community is invited to attend both events. The first event will feature an ORBT bus on the promenade of Gene Leahy Mall from 12:00 pm to 3:00 pm on Saturday, following the Gene Leahy Mall's Mascot Madness event. The Communications team has spent the last few weeks creating promotional materials

Meeting Minutes – March 23, 2023

with multiple mascots around town. Communications staff hope to enhance future partnerships with these groups as well, including UNO and Union Omaha. The second event is an invitation-based bus ride for Metro community partners and Metro leadership which will include a special surprise downtown and a toast to the Omaha community for supporting Metro through the launch of ORBT. The Communications team is planning additional social media posts to highlight that ORBT has reached the milestone of one-million rides and to show how it has enhanced the Omaha community. This same information is being shared with partners along the Dodge corridor so that people will see this as part of the celebration in person on Saturday and online throughout the week.

Discussion was had.

Agenda Item #5a: Administrative Reports

(L. Cencic for D. Grant)

Ms. Cencic informed the Board that Mr. Grant was unavailable and that she will present the Human Resources report. Metro is actively recruiting in a number of areas, with a focus on the Transit Planner, the Fleet Maintenance Director, and the Procurement and Contracts Manager. Because the Procurement and Contracts Manager is such a key role, Metro is working with a recruiting firm for that particular position.

Metro has 6 operators who are graduating from training tomorrow, and staff continues to recruit and train new operators. Ms. Cencic extended a huge thank you to Mr. Grant and the Human Resources staff, Mr. Wells and the entire training team.

Additionally, Metro's Senior Engagement & Experience Specialist is conducting workplace violence training this week for administrative and maintenance staff. This is part of regular quarterly training efforts.

Discussion was had.

Agenda Item #6: Request Approval of Title VI Service Equity Analysis for Planned Service Changes (A. Johnson)

Metro's Title VI Policy requires a Service Equity Analysis be completed for any proposed changes that meet Metro's definition of a Major Service Change, including:

1. The addition and/or elimination of a bus route.
2. A ten percent or more addition or reduction in the system revenue miles.
 - i. *This threshold was reduced from 12% to 10% and approved by the Metro Board of Directors on December 22, 2022. FTA approval is currently pending.*
3. A fifteen percent or more addition or reduction of revenue miles on any individual route.
 - i. This includes a change in frequency, span of service, or route alignment beyond a three-quarter mile buffer of the terminus and either side of an existing alignment.
 - ii. *This threshold was reduced from 25% to 15% and approved by the Metro Board of Directors on December 22, 2022. FTA approval is currently pending.*

Meeting Minutes – March 23, 2023

The proposed changes for April 2023 meet this definition of a Major Service Change due to a proposed addition of more than 15% of weekly revenue miles on Routes 13 and 15.

A Service Equity Analysis was completed to identify the impact of the proposed changes on low-income and minority populations. The Title VI Service Equity Analysis found:

- **No disparate impact on minority populations.** The cumulative benefit of the changes to minorities is 5.62% and to non-minorities is 6.00%, a difference of 0.38%.
- **No disproportionate burden on low-income populations.** The cumulative benefit of the changes to low-income populations is 5.98% and to non-low-income individuals is 5.79%, a difference of 0.19%.
- **Minority and/or low-income individuals will not be limited by or denied the benefits of the proposed service increases.**

Board approval will ensure Metro's continued compliance with the Federal Transit Administration's Title VI requirements. The Title VI Service Equity Analysis will be provided to the Board of Directors under separate cover and is available to the public upon request by emailing titlevi@ometro.com.

Discussion was had.

Motion by Mr. Lawse; Second by Mr. Meadows

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Agenda Item #7: Resolution #432 – Request Approval of Resolution #432 to Enter into a Statement of Intent to Cooperate in the Future Feasibility and Development of a Multimodal Bridge and Modern Streetcar System **(L. Cencic)**

Staff requests approval of Resolution #432 which approves the Statement of Intent to Cooperate with the City of Council Bluffs, City of Omaha and Omaha Streetcar Authority. The Statement of Intent to Cooperate is intended to encourage collaboration and the exchange of information in determining the future feasibility and development of a multimodal bridge over the Missouri River and an interconnected modern streetcar system to serve the Omaha-Council Bluffs metropolitan area. The Statement of Intent does not obligate funding on behalf of Metro. The proposed feasibility analysis will be led by the City of Council Bluffs.

By virtue of this Statement of Intent, Metro will collaborate and share information with the City of Council Bluffs and the other parties to this agreement. This resolution is conditioned upon the approval and execution of the Statement of Intent by the City of Council Bluffs, City of Omaha and Omaha Streetcar Authority. This resolution authorizes the CEO/Executive Director to execute the agreement on behalf of Metro. A copy of Resolution #432 and the Statement of Intent to Cooperate are included in the Board packet.

Discussion was had.

Motion by Mr. Meadows; Second by Ms. Plucker

ROLL CALL:

Meeting Minutes – March 23, 2023

UNANIMOUS; MOTION CARRIES.

Agenda Item #8: Resolution #433 – Request Approval of Resolution #433 – Board Recognition of Nebraska Public Transit Week, April 9th – 15th
(N. Ebat)

Nebraska Public Transit Week is dedicated to raising awareness of public transportation across the state.

Public transit has served the cities of Omaha and Council Bluffs since 1867. Metro's fixed route and paratransit service operated 3,587,887 miles and 259,799 hours in 2022 connecting people, places, and opportunities.

This year, Metro will offer fare-free periods, lasting 30-minutes each, twice a day during Nebraska Public Transit Week for the entire system. Metro will also host a number of other activities for riders throughout the week, including contests and giveaways.

Metro will recognize its dedicated workforce with appreciation days and a safety banquet to honor Metro employees. During this time, we will encourage riders to thank employees for their role in providing transit service

Discussion was had.

Motion by Mr. Lawse; Second by Ms. Plucker

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Agenda Item #9: Request Approval to Enter into a Contract with Thermo-King Christensen for Bus HVAC Repairs
(L. Cencic)

Metro solicited quotes for a Bus HVAC Repair project on February 16, 2023. The Bus HVAC repair project is to provide on-site repairs and preventative maintenance to Metro's Thermo-King HVAC systems on our bus fleet as has been the past practice at Metro. Metro received one (1) responsive and responsible quote for this project from Thermo-King Christensen for this project.

Thermo-King Christensen's quote was for \$131.60/hour. The anticipated length of this project is for 1 year with a minimum of 800 hours and a maximum of 1,000 hours. Staff has determined that the quote from Thermo-King Christensen is fair and reasonable.

Staff is requesting the authority to enter into a contact with Thermo-King Christensen for a not to exceed price of \$131,600. This item was forwarded to the Finance/Procurement Committee prior to the Board meeting.

Discussion was had.

Motion by Mr. Meadows; Second by Ms. Plucker

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Meeting Minutes – March 23, 2023

Agenda Item #10: Board Chair Report

(A. Haase)

Ms. Haase shared two items with the Board. The April Board meeting will include approval of committee seats for the upcoming year. Ms. Haase also thanked everyone who worked on the union contracts and expressed the hope that agreements will be reached by next month.

Mr. Lawse shared that the Operations Committee is currently undergoing the annual CEO review and expressed thanks to staff who have been participating in that process. This is an important process for Metro to help create feedback loops in order to develop a culture of continuous improvement and to celebrate things that are going well. Mr. Lawse also updated the Board that the Policies Committee continues to look at what policies should be addressed, cleaned up, and updated next.

Agenda Item #11: Date, Time and Place of Next Board Meeting

Thursday, April 27, 2023, at 8:30 a.m. to be held at Metro Transit Authority’s Administrative Building.

Agenda Item #12: Adjournment

There being no further business to come before the Board, a motion was entertained to adjourn the meeting at 9:18 a.m.

Motion by Mr. Lawse; Second by Ms. Plucker

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Ms. Amy Haase – Chair

Recording Secretary

April

Recruiting Report

	April Hires	Proj. Remaining Need	Recruiting Activity Notes
All Roles	9	16	9 people started new roles at Metro in the month of April including 2 internal promotions and a Fleet Maintenance Director. Metro also posted roles for 2 Custodian openings.

Operations	Bus Operators - Omaha	3	2	Currently reviewing and interviewing candidates.
	Paratransit Operators	0	0	

Maintenance	Mechanic III		5	Currently reviewing and interviewing candidates.
	Tire Technician	1		
	Utility	1		
	Mechanic Helper	2	1	Currently reviewing and interviewing candidates.
	Body Shop Mechanic		1	Currently reviewing and interviewing candidates.

BG&E	Sr. Building		1	Currently reviewing and interviewing candidates.
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Custodial	Custodian		2	
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April

Recruiting Report

Role	Hires	Proj. Remaining Need	Recruiting Activity Notes
Admin Staff	3	4	
Fleet Maintenance Dir	1	1	John Beverage started 4/24
Procurement & Contracts Manager		1	Currently reviewing and interviewing candidates.
Transit Planner		1	Currently reviewing candidates.
Building Maintenance Manager		1	Currently reviewing candidates.
Dispatcher	1		
Transit Field Supervisor	1		

Jobs are posted internally, on Indeed, NEworks, LinkedIn, CareerLink, print ads, social media, www.ometro.com, exterior bus signage, and hood signs.

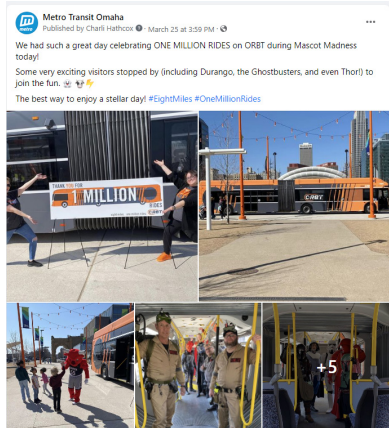
SOCIAL MEDIA SUMMARY

03.01.23 - 03.31.23



Facebook: [Metro Transit Omaha](#)

Posts: 21
Reach: 18,822
Reactions: 331
Comments: 50
Shares: 62
10 new followers | 0.4% increase



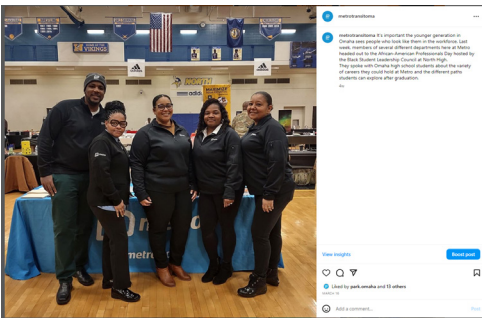
Twitter: [@rideORBT](#)

Tweets: 22
Impressions: 25,800
Avg. 769 impressions/post for the year
Mentions: 24
Profile visits: 1,884
4 new followers | 0.36% increase



Instagram: [@metrotransitoma](#)

Posts: 11
Likes: 318
Avg. 25.1 likes/post for the year
Comments: 13
19 new followers | 1.37% increase



EARNED MEDIA SUMMARY

03.01.23 - 03.31.23

12 stories | 5 outlets

Calls grow to expand alternative transportation options around Eppley Airfield

Neighbors of the airport say they want input in the \$600 million renovation coming 2023



KETV - Transit Oriented Development

Metro's ORBT hits millionth ride, officials say ridership steadily increasing



Metro is celebrating 1 million rides for ORBT -- and officials say ridership is increasing.

WOVW - One Million ORBT Rides

Metro starting Friday bus service on Snow Route Option A



KPTM - Winter Weather

Streetcar Preliminary Design Public Meeting (March 7)

Employees attended an open house to visit with citizens and answer questions about Metro and how it will work with the streetcar..

ORBT Video Filming (Various Dates)

Communications staff filmed well-known community members for a video celebrating one million rides on ORBT.



UNO Sustainability Lecture (March 30)

Metro spoke to students about the importance of and our commitment to sustainability when it comes to public transit.



One Million Rides Celebration (March 25)

Metro staff spent the day at the Gene Leahy Mall before heading downtown for the night. Community stakeholders rode ORBT with us to see the Mall and the Bob Kerrey Pedestrian Bridge lit in orange.

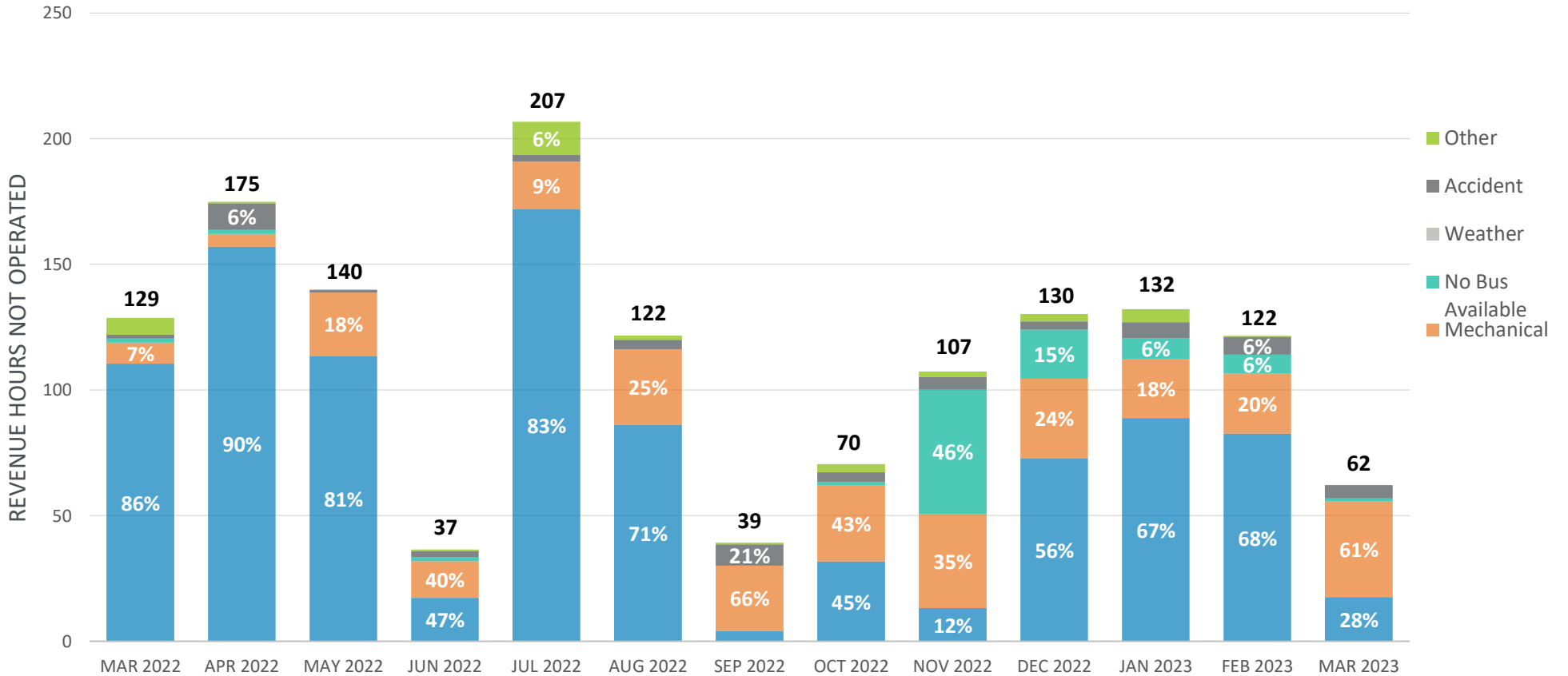


COMMUNICATIONS

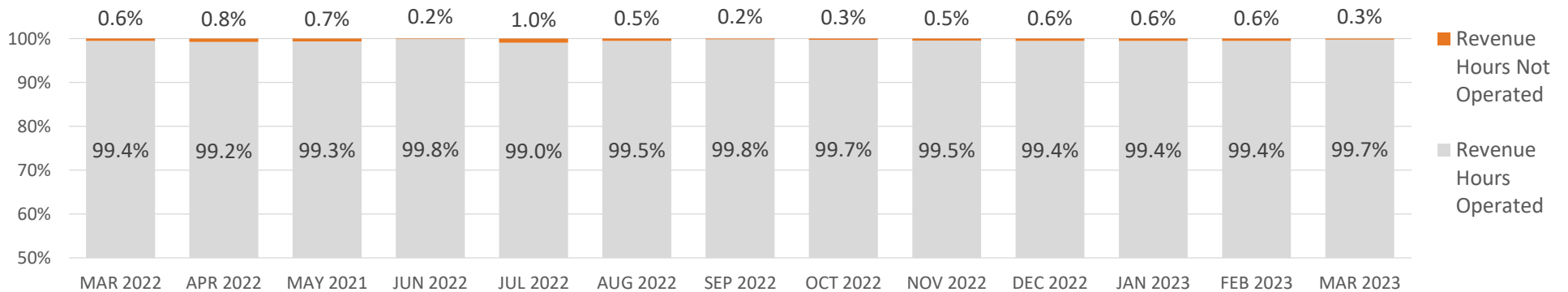


MONTHLY SERVICE INTERRUPTIONS

REVENUE HOURS NOT OPERATED BY TYPE

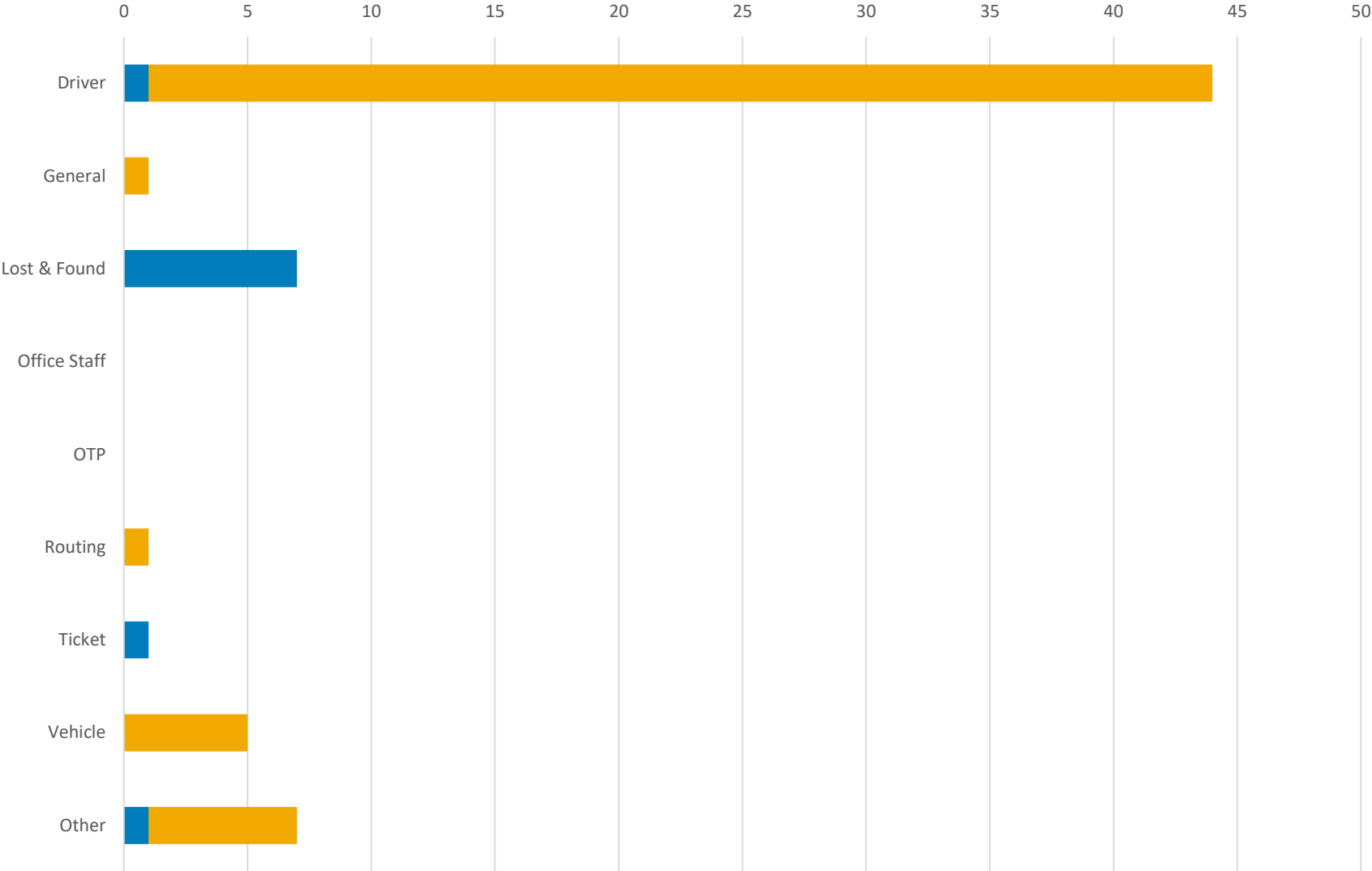


Percent of Total Revenue Hours

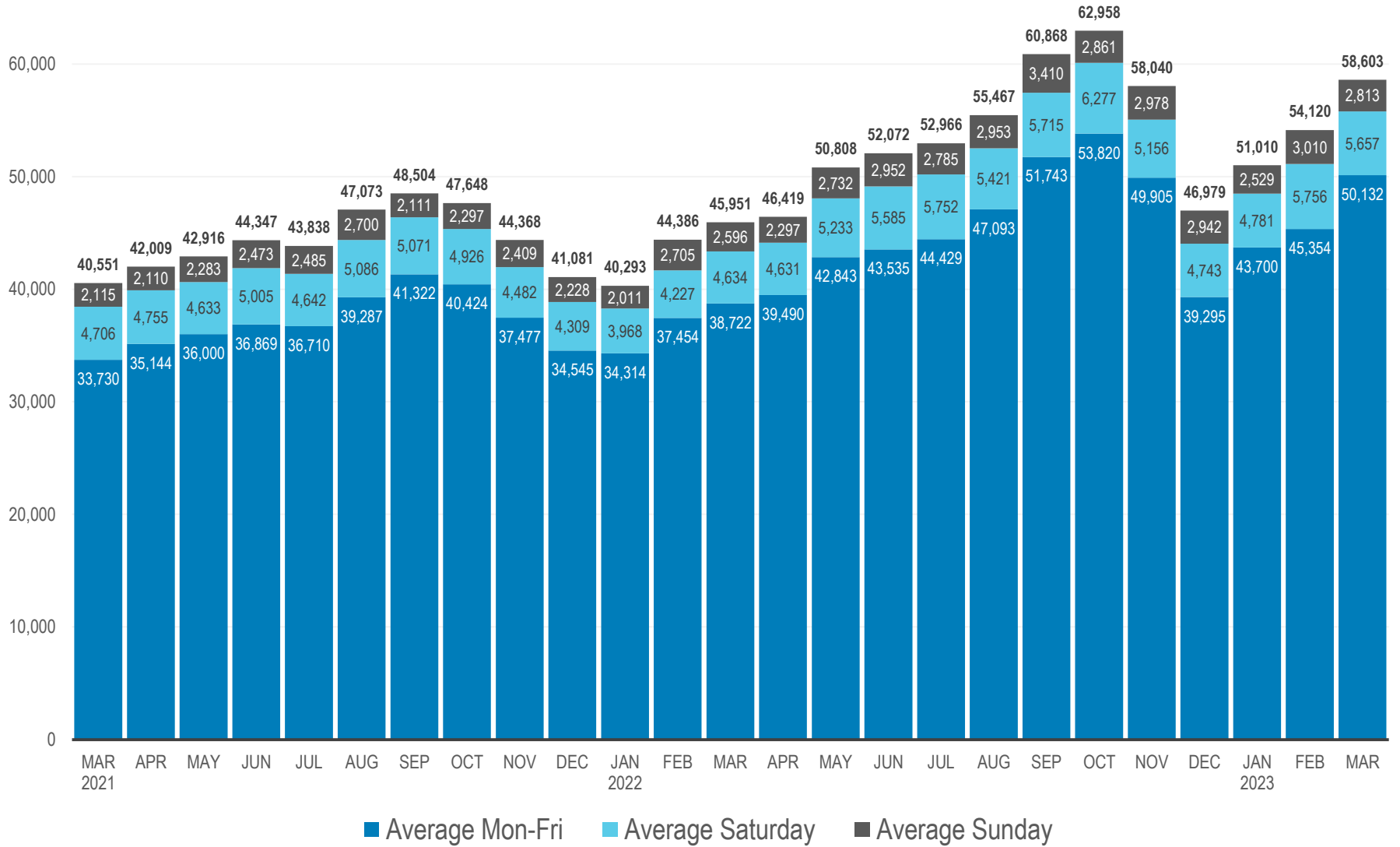


March 2023 Fixed Route Registered Customer Service Concerns by Category

■ Positive ■ Neutral ■ Negative



Average Weekly Ridership 2021 - 2023

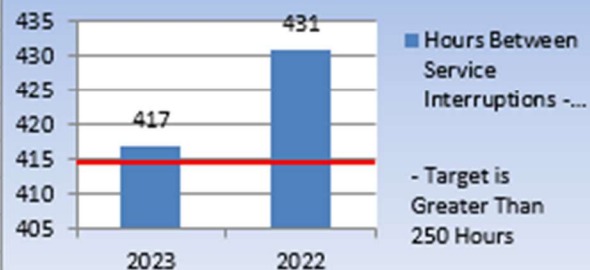


Metro Transit Operations Report

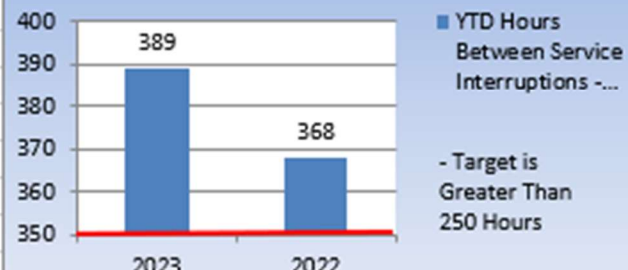
March 2023

Current Month	2023	2022	Variance	Year to Date	YTD	YTD	YTD
					2023	2022	Variance
Service				Service			
Service Hours	24597	22414	9.74%	Service Hours	69671	63307	10.05%
Service Miles	337958	309069	9.35%	Service Miles	961545	872558	10.20%
Interruptions				Interruptions			
Hours Between Interruptions	417	431	-3.28%	Hours Between Interruptions	389	368	5.75%
Miles Between Interruptions	5728	5944	-3.63%	Miles Between Interruptions	5372	5073	5.89%
Target Miles	3350	3350		Target Miles	3350	3350	
Road Calls				Road Calls			
Road Calls	23	24	-4.17%	Road Calls	111	75	48.00%
Miles Between Road Calls	14694	12878	14.10%	Miles Between Road Calls	8663	11634	-25.54%
Paratransit				Paratransit			
Total Van Trips	7532	6964	8.16%	Total Van Trips	21214	19256	10.17%
Passenger Hours	4527	3957	14.40%	Passenger Hours	13344	11142	19.76%
Trips per Hour	1.66	1.76	-5.46%	Trips per Hour	1.59	1.73	-8.01%
Passenger Miles	54463	41228	32.10%	Passenger Miles	147711	121132	21.94%
Trips per Mile	0.1383	0.1689	-18.13%	Trips per Mile	0.1436	0.1590	-9.66%
Taxi Trips	0	0	#DIV/0!	Taxi Trips	0	0	#DIV/0!
Total Trips - Van & Taxi	7532	6964	8.16%	Total Trips - Van & Taxi	21214	19256	10.17%

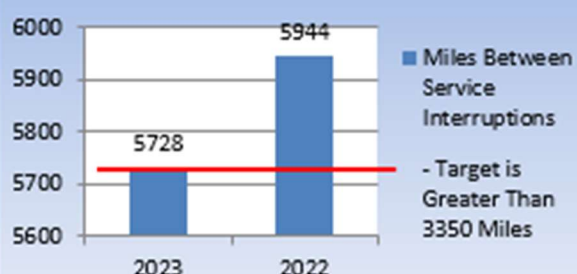
**Hours Between Service Interruptions -
March 2023 & 2022**



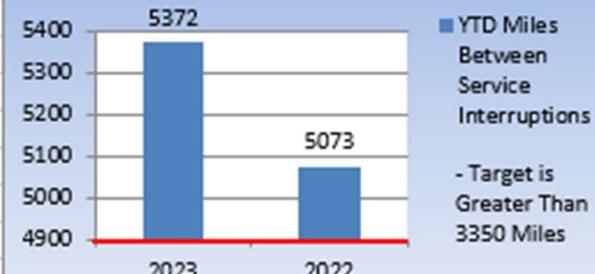
**YTD Hours Between Service
Interruptions - 2023 & 2022**

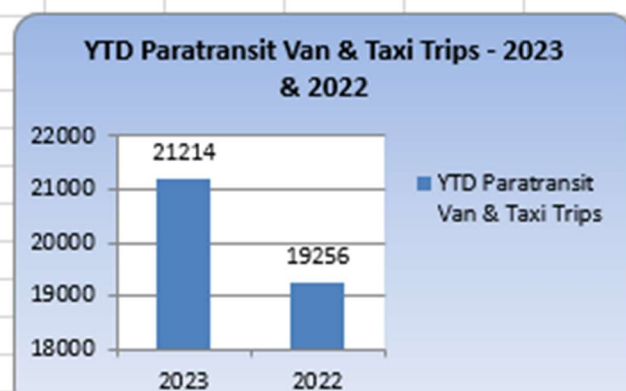
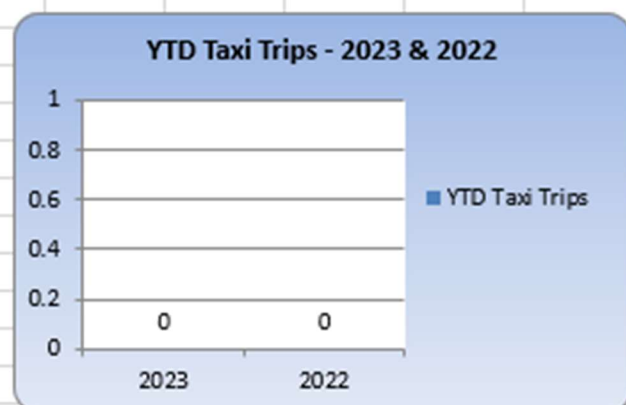
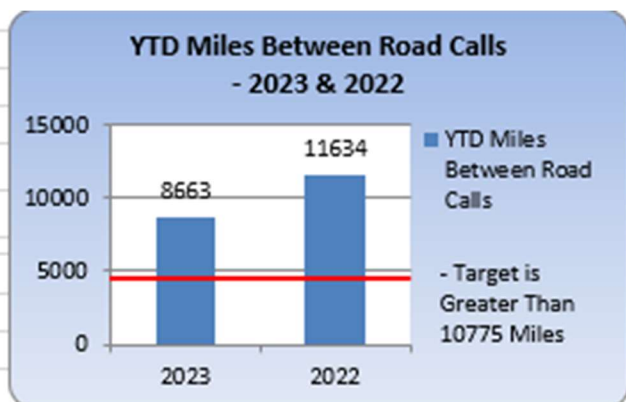
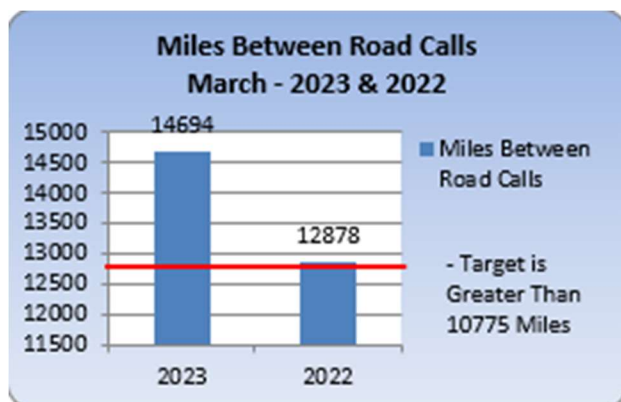


**Miles Between Service Interruptions -
March 2023 & 2022**



**YTD Miles Between Service
Interruptions - 2023 & 2022**

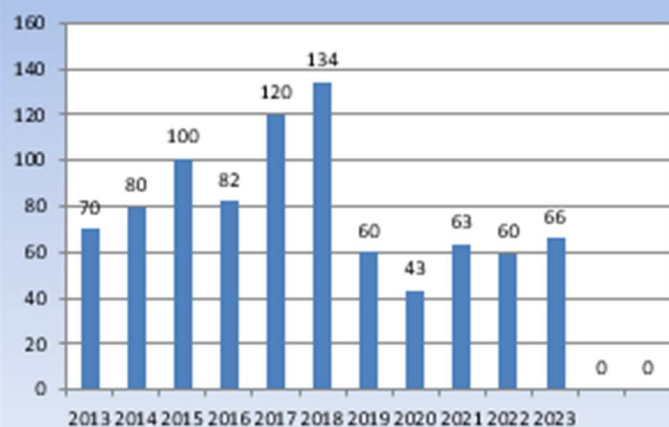




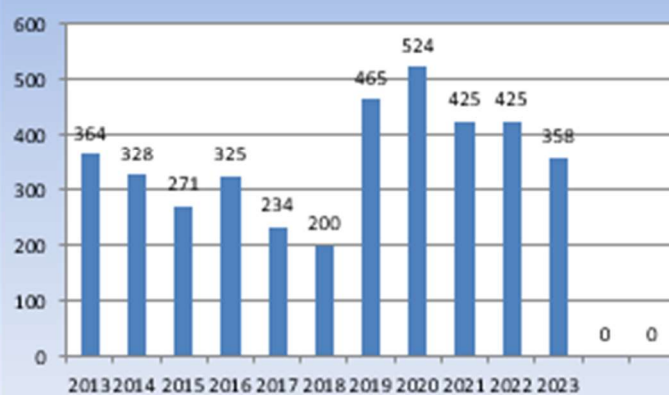
Service Interruptions Detail

Type	March 2022	March 2023	Difference	2022 YTD	2023 YTD	Difference
Accident	1	7	6	5	18	13
Unsanitary Bus	1	0	-1	3	4	1
Delayed Out Operator	37	9	-28	116	60	-56
Bus Operator Family Emergency	1	0	-1	1	0	-1
Drunk on Bus - Police Called	0	0	0	0	1	1
Passenger Emergency	0	0	0	0	1	1
Weather	0	0	0	0	0	0
Mechanical	11	39	28	40	95	55
Unknown	0	0	0	0	1	1
Vandalism on Bus	0	0	0	0	0	0
Heavy Traffic	0	0	0	0	0	0
No Bus Available	1	4	3	7	18	11
Total	52	59	7	172	198	26
Mechanical Reasons						
Air Conditioner	1	0	-1	3	0	3
Air pressure went down	2	3	1	10	7	3
Brake Problem	1	1	0	5	2	3
Broken Belt	0	0	0	0	0	0
Bus Body Problem	0	1	1	2	2	0
Bus shut down	1	14	13	51	36	15
Delayed by Train	0	0	0	1	0	1
Door Problem	1	0	-1	6	0	6
Electrical Problem	0	3	3	10	5	5
Farebox	1	0	-1	4	0	4
Leaking Fluid	0	0	0	19	0	19
Leaking fuel	0	0	0	1	0	1
Lift malfunction	0	0	0	3	0	3
Light problem	0	0	0	6	0	6
Low water	1	2	1	0	3	-3
Mirror Broke	0	0	0	7	0	7
No power	1	1	0	12	6	6
Power Steering Problem	0	1	1	3	1	2
Oil Pressure	0	0	0	1	0	1
Overheated	0	0	0	11	0	11
Radiator Leak	0	0	0	1	2	-1
Seat Problem	0	0	0	0	1	-1
Starting problem	0	1	1	4	2	2
Suspension problem	0	2	2	5	7	-2
Tire problem	0	6	6	14	12	2
Transmission malfunction	2	1	-1	8	1	7
Unknown Mechanical	0	1	1	25	3	22
Windshield/window	0	2	2	0	2	-2
Total	11	39	28	212	92	-120

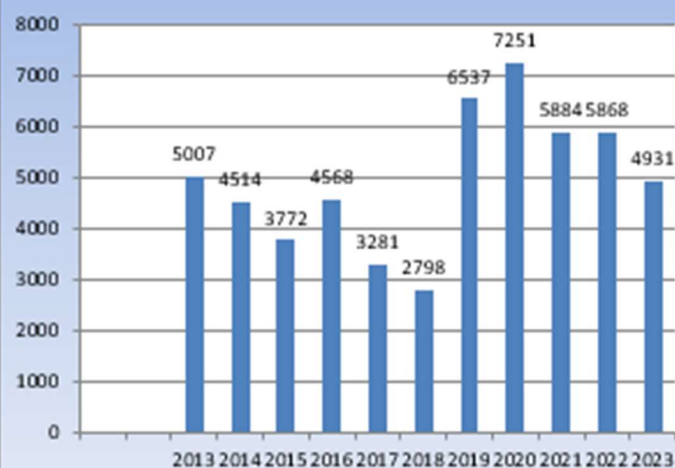
Service Interruptions



Hours Between Interruptions



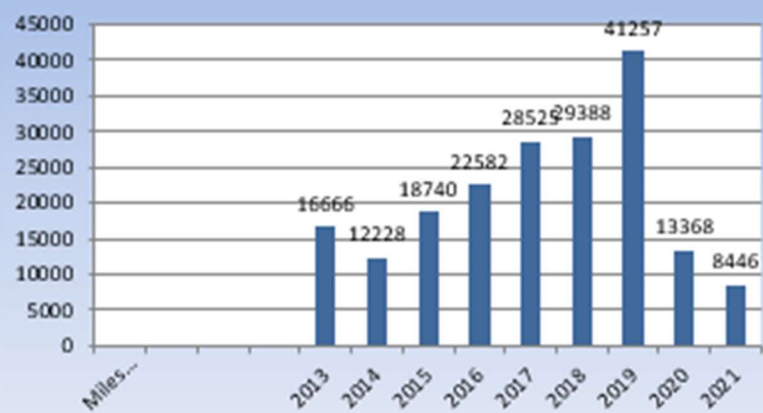
Miles Between Interruptions



Roadcalls



Miles Between Roadcalls



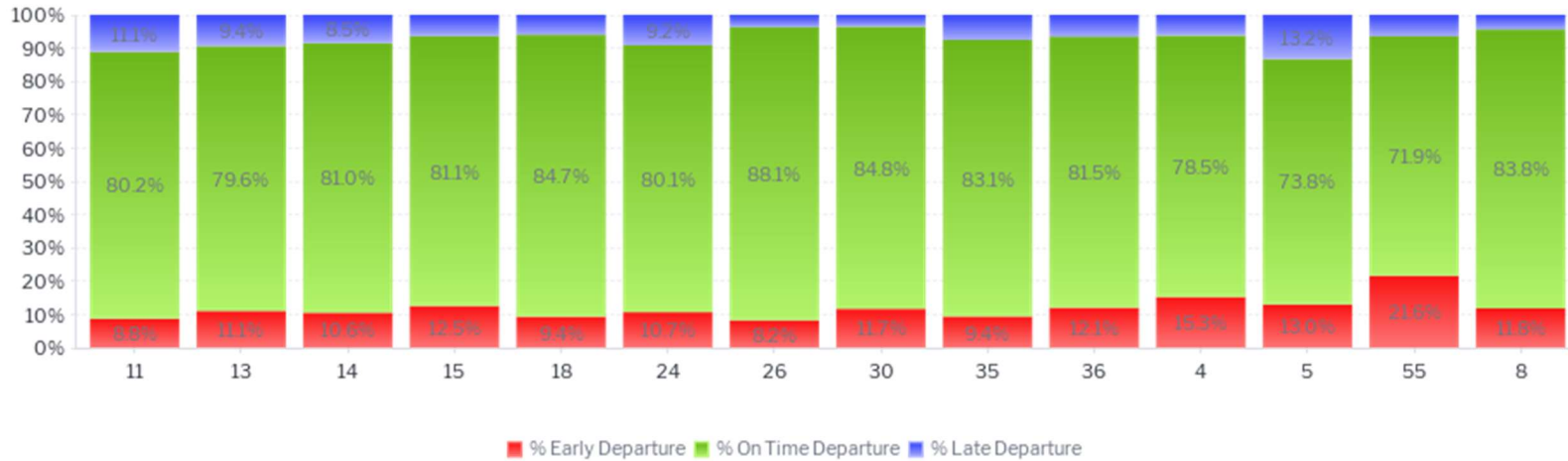
March 2023 OTP

Departures: On-Time Performance (System Wide)

■ % Early Departure ■ % On Time Departure ■ % Late Departure

Month	Start Date	End Date	Early Departs	% Early Departure	On Time Departs	% On Time Departure	Late Departs	% Late Departure	Total
March	3/1/23	3/31/23	17,605	11.5%	124,881	81.4%	10,925	7.1%	153,411

Departures: On-Time Performance by Route

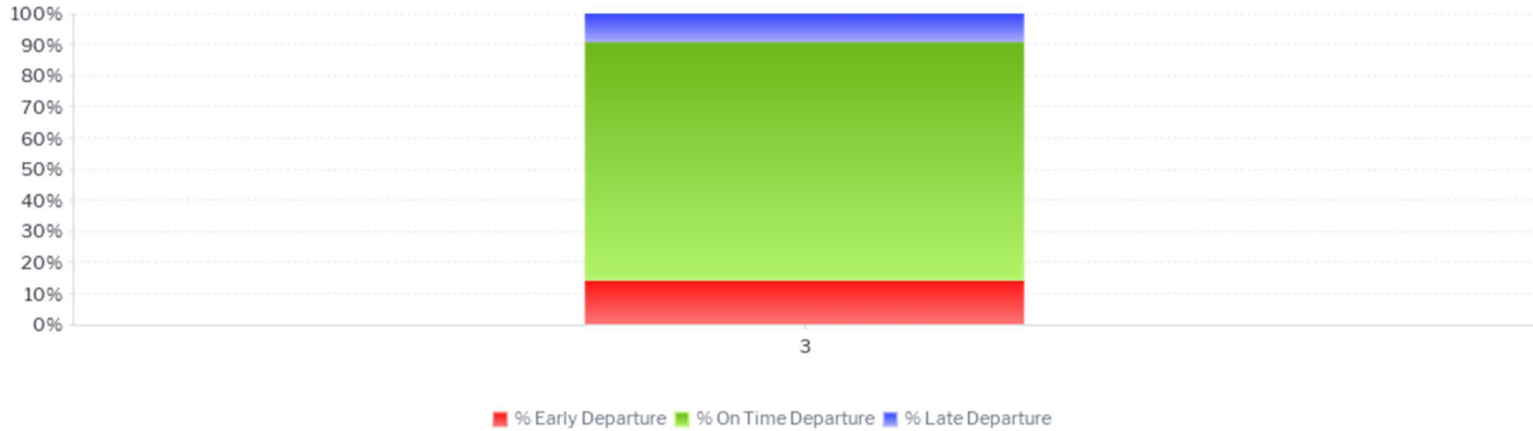


March 2023 OTP

Route 3 is listed separately due to the long term 42nd St. Bridge detour.

Route 3

Departures: On-Time Performance by Route



Start Date	End Date	Route	Route	Early Departs	% Early Departure	On Time Departs	% On Time Departure	Late Departs	% Late Departure	Total
3/1/23	3/31/23	3	North 40th / South 42nd	2,719	14.1%	14,731	76.6%	1,771	9.2%	19,221

March 2023

Registered Customer Service Concerns by Category

Total Calls	13068
Bus	7385
MOBY	5683

Calls by Category

	Total	Positive	Neutral	Negative	Percentage
Driver	44	0	1	43	61.97%
General	1	0	0	1	1.41%
Lost and Found	9	0	9	0	12.68%
Office Staff	0	0	0	0	0.00%
Other	10	0	2	8	14.08%
OTP	0	0	0	0	0.00%
Routing	1	0	0	1	1.41%
Ticket	1	0	1	0	1.41%
Vehicle	5	0	0	5	0.00%
Total	71	0	13	58	100.00%
Percentage	100%	0.00%	18.31%	81.69%	