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Metro Transit is inviting you to a scheduled Zoom meeting.

Topic: Metro Transit October 2023 Board Meeting

Time: Oct 26, 2023, 08:30 AM Central Time (US and Canada)

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AGENDA

REGULAR BOARD MEETING

REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA

2222 Cuming Street

Omaha, Nebraska, 68102

October 26, 2023

8:30 a.m.

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

1. Call to Order: Notice of the Regular Meeting was published in the Omaha Daily Record on October 20, 2023.
2. Approval of Minutes of Previous Meeting:
 - a. Special Meeting: September 19, 2023
 - b. Regular Meeting: September 19, 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: Request Approval of the Amendment of Operating Policy 50, Staff Uniform Allowances (W. Clingman)
7. Resolution: Request Approval of Administrative Policy 3, Investments (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 of 3-Year Labor Agreement Between Metro and General Drivers and Helpers Union, Local 554 for January 1, 2023, through December 31, 2025 (I. Maldonado)
10. Resolution #437: Board Recognition of Metro Paratransit Operators (L. Cencic.)
11. Resolution: Request Approval of the Amended By-Laws of the Transit Advisory Committee (N. Ebat)
12. Board Chair Report (D. Lawse)
13. Date, Time, and Place of Next Regular Board Meeting
Thursday, November 30, 2023, at 8:30 a.m.
Authority's Administrative Building

14. Adjournment

Tentative Resolutions

Approval for the Amendment of Operating Policy 36, Hospitalization / Medical Insurance Benefits

Approval for the Amendment of Operating Policy 37, Retirement Plans

6. **RESOLUTION: Request Approval for the Amendment of Operating Policy 50, Staff Uniform Allowance**

EXPLANATION: Staff is proposing the amendment of Operating Policy 50. The policy covers who is eligible to receive a uniform allowance. The policy was adopted by the Board in August 2022. The proposed amendment adds custodial supervisors as an eligible position to receive a uniform allowance.

OPERATING POLICY

Subject

**STAFF UNIFORM
ALLOWANCES**

Number

50

Adopted: August 25, 2022
Adopted: October 26, 2023

Purpose:

To establish a policy to provide for how uniform allowances are handled and outline which positions are eligible for the payment of a uniform allowance.

Policy:

Section 1: Positions covered by a collective bargaining agreement:

1. Employees covered under a collective bargaining agreement shall follow the guidelines in the most current version of the approved agreement between Metro and the applicable union.

Section 2: Administrative staff positions

1. The administrative staff that are eligible for a uniform allowance are:
 - Maintenance Supervisors and Custodial Supervisors receive the same amount specified for Maintenance/BG&E in the most current collective bargaining agreement.
 - Transit Field Supervisors receive the same amount specified for Operators, Bus/Paratransit in the most current collective bargaining agreement.
2. Credit for the uniform allowance will be sent to Metro's designated official uniform supplier during the first payroll of the calendar year. An initial full year's credit will be given to employees who start an eligible position after the beginning of the calendar year. In the subsequent year, a prorated credit will be given for the remainder of the calendar year after completing 1 year in the eligible position.
3. Should an employee leave the eligible position prior to 1 year of service, they will be required to pay back a prorated amount of their initial uniform allowance credit based on the number of full months worked.

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3. Should an employee leave the eligible position prior to 1 year of service, they will be required to pay back a prorated amount of their initial uniform allowance credit based on the number of full months worked.

7. **RESOLUTION: Request Approval of Administrative Policy 3, Investments**

EXPLANATION: Staff is proposing the approval of Administrative Policy 3 regarding Metro's financial investments. This policy is the next step in enhancing Metro's overall fiscal sustainability and responsibility. It builds on Administrative Policy 2 which established formal fiscal reserves and was approved by the Board in August of 2023. Administrative Policy 3 provides investing guidelines for the reserve funds. The proposed Administrative Policy ensures that the money will provide the best possible returns while minimizing the risk of loss on the original principal investment. The primary goal of the policy is the safety of the investment, with liquidity and return as subsequent goals. Additionally, the policy ensures conformity with Revised Nebraska State Statutes for how local political subdivisions can invest funds. Finally, it places dual responsibility for oversight of investments with the CEO and Finance Director.

Adopted: Oct 26, 2023

ADMINISTRATIVE POLICY

Purpose:

The purpose of this Investment Administrative Policy is to establish guidelines for the Regional Metropolitan Transit Authority of Omaha (the "Authority") to achieve its objectives of safety, liquidity, and return on the principal investment. This Investment Administrative Policy shall not apply to any funds whatsoever held in a defined pension plan administered by the Authority.

I. Governing Law

Neb. Rev. Stat. §77-2341(1), as amended from time to time, expressly enables the Authority, a political subdivision of the State of Nebraska, whenever it has accumulated a surplus of any fund in excess of its current needs to invest such surplus in excess of current needs in certificates of deposit, in time deposits, and any investments authorized by Nebr. Rev. Stat. §§72-1261 to 72-1269, known as the Nebraska Capital Expansion Act, as amended from time to time, and Nebr. Rev. Stat. §§72-1237 to 72-1260, known as the Nebraska State Funds Investment Act, as amended from time to time, and as provided in the authorized investment guidelines of the Nebraska Investment Council, as amended from time to time, in effect on the date the investment is made.

II. Scope

The provisions of this Investment Administrative Policy shall apply to any investable funds, as defined under Neb. Rev. Stat. §77-2341(1), as accumulated surplus of any fund in excess of the Authority's current needs. Investable funds shall exclude the Authority's primary checking account and all other operating cash accounts. The funds defined in the Authority's Cash Reserve Administrative Policy No. 2 shall be placed in a pooled cash investment fund and investment premiums allocated according to respective participation and in accordance with the generally accepted accounting principles and as provided by applicable Nebraska Revised Statutes. The Authority will consolidate investable funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration.

III. General Objectives

The primary objectives of the Authority's investment activities, as listed in order of priority, shall be safety, liquidity, and return:

1. Safety

Investments shall be undertaken in a manner that seeks to ensure the safety of the principal in the overall investment portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The Authority will minimize credit risk, which is the risk of loss of all or part of the investment principal due to financial institution failure, by using only qualified financial institutions as set forth in Nebr. Rev. Stat. §§77-2386 to 77-23,108, known as the Public Fund Deposit Security Act, as amended from time to time, and by:

- i. Limiting investments to the types of investments listed in Section VII of this Investment Policy.
- ii. Pre-qualifying and conducting ongoing due diligence of the financial institutions, broker/dealers, intermediaries, and advisers with which the Authority will do business in accordance with Section V.
- iii. Diversifying the investment portfolio, per the guidelines in section VIII of this policy, so that the impact of potential losses from any one type of security or any one individual issuer will be minimized.

b. Interest Rate Risk

The Authority will minimize interest rate risk, which is the risk that the market value of investments in the investment portfolio will fall due to changes in market interest rates, by:

- i. Structuring the investment portfolio so that security maturities match cash requirements for ongoing operations, thereby avoiding the need to sell investments on the open market prior to maturity.
- ii. Investing operating funds primarily in shorter-term investments, money market mutual funds, or similar investment pools and limiting individual security maturity as well as the average maturity of the portfolio in accordance with this policy (see section VIII).

2. Liquidity

Maintaining sufficient liquidity is one of the primary objectives of the investment portfolio, to meet anticipated cash flow needs as defined in the Authority's Cash Reserves Administrative Policy No. 2. This is accomplished by structuring the portfolio so that investments mature concurrently with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of

investments with active secondary or resale markets (dynamic liquidity). Investments shall generally be held until maturity with the following exceptions:

- i. A security with declining credit may be sold early to minimize the loss of principal.
- ii. Selling security and reinvesting the proceeds that would improve the quality, yield, or target duration in the portfolio may be undertaken.
- iii. Unanticipated liquidity needs of the portfolio require that the security be sold.
- iv. Meet unforeseen cash flow needs or future liabilities as defined in the Authority's Cash Reserve Policy.

3. Return

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low-risk investments in anticipation of earning a fair return relative to the risk being assumed. Interest, premium, and other income received from the investment shall be allocated to the appropriate fund from which the investment was made except as otherwise provided by law.

IV. Standards of Care

1. Delegation of Authority

By adoption, this policy grants authority to manage the investment program to the Finance Director and Chief Executive Officer, collectively referred to as "Investment Officers." Responsibility for the operation of the investment of excess funds is hereby delegated to the Investment Officers, who shall establish written procedures and internal controls for the operation of the investment of excess funds consistent with this Investment Administrative Policy. At a minimum, procedures should include references to the following: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided for under the provisions of this Investment Administrative Policy and the procedures established by the Investment Officers. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of Authority staff with delegated responsibilities.

2. Prudence

The standard of prudence to be used by Investment Officers shall be Nebraska's prudent investor standard and shall be applied in the context of managing an overall investment portfolio. Investment Officers acting in accordance with written procedures and this Investment Administrative Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from

expectations are reported in a timely fashion and the liquidity and the sale of investments are carried out in accordance with the terms of this policy.

3. Ethics and Conflicts of Interest

Investment Officers and employees delegated responsibilities involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions with which they conduct business, in accordance with applicable State, Federal, and local laws. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and Investment Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Authority. Investment Officers possess a fiduciary responsibility to act solely in the best interest of the Authority.

V. Qualified Financial Institutions

All financial institutions and brokers/dealers that the Authority utilizes for investment transactions must meet the following:

- i. Qualified financial institutions in the State of Nebraska.
- ii. Collateralization as per section VII in this policy.

An annual review of the financial condition and registration of all qualified financial institutions and brokers/dealers will be conducted by the Investment Officers.

VI. Safekeeping and Custody

1. Delivery vs. Payment

All trades of marketable investments will be executed by delivery vs. payment (DVP) to ensure that investments are deposited in an eligible custody account prior to the release of funds.

2. Safekeeping

Marketable investments will be held by an independent third-party custodian selected by the Investment Officers with investments held in the Authority's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

3. Internal Controls

The Investment Officers shall establish a system of written internal controls. The written internal controls shall be reviewed annually by the Investment Officers, where present, and with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Authority.

VII. Suitable and Authorized Investments

1. Investment Types

The Authority's investment types must be consistent with the provision of Nebr. Rev. Stat. §77-2341(1), as amended from time to time.

2. Collateralization

Financial institutions holding public deposits are required to provide security for such deposits that are in excess of the amounts covered by Federal Deposit Insurance Corporation (FDIC). The security requirements for public deposits may be satisfied by: (1) providing a surety bond; (2) furnishing securities; or (3) providing a deposit guaranty bond.

VIII. Investment Diversification & Constraints

1. Diversification

It is the objective of the Authority to diversify its investment portfolios. To eliminate the risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of investments, all cash and cash equivalent assets in all Authority investment funds shall be diversified by maturity, issuer, and security type. Diversification strategies shall be determined and revised periodically by the Investment Officers for all funds.

In establishing specific diversification strategies, the following general policies and constraints shall apply: Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. Maturities selected shall provide for stability of income and reasonable liquidity.

- i. Liquidity shall be assured through practices ensuring that the next disbursement date and payroll date are covered through maturing investments or marketable U.S. Treasury bills.
- ii. Positions in investments having potential default risk (e.g., commercial paper) shall be limited in size so that in case of default, the portfolio's annual investment income will exceed a loss on a single issuer's investments.
- iii. Risks of market price volatility shall be controlled through maturity diversification and duration management.
- iv. The Investment Officers shall establish strategies and guidelines for the percentage of

the total portfolio that may be invested in investments other than collateralized certificates of deposit. The Investment Officers shall conduct a quarterly review of these guidelines and evaluate the probability of market and default risk in various investment sectors as part of its considerations.

The following diversification limitations shall be imposed on the portfolio:

- i. Maturity: No more than fifty (50) percent of the portfolio may be invested beyond thirty-six (36) months, and the weighted average maturity of the portfolio shall never exceed five (5) years.
- ii. Default risk: No more than twenty-five (25) percent of the overall portfolio may be invested in the investments of a single issuer, except for investments of the U.S. Treasury. No more than ten (10) percent of the total portfolio may be invested in any other obligation that does not bear the full faith and credit of the United States government or that is not fully collateralized or insured.
- iii. Liquidity risk: Based on liquidity needs, at least twenty-five (25) percent of the overall portfolio shall be invested in overnight instruments or in marketable investments which can be converted to cash within one day.

2. Maximum Maturities

To the extent possible, the Authority shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Authority will not directly invest in investments maturing more than five (5) years from the date of purchase or in accordance with governing legislation. The Authority shall adopt weighted average maturity limitations consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be segregated into a long-term "core" investment portfolio and invested in investments exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds.

3. Competitive Bids

The Investment Officers shall obtain competitive bids from at least three qualified financial institutions on all purchases and sales of investment instruments transacted on the secondary market. If a tie occurs the qualified financial institution who first responded shall be selected.

IX. Reporting

1. Methods

The Investment Officers shall prepare an investment report annually, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last twelve (12) months. This management summary will be prepared in a manner that will allow the Authority to ascertain whether investment

activities during the reporting period have conformed to the investment policy. The report shall be provided to the Authority's Board.

The report will include the following:

- i. Listing of individual investments held at the end of the reporting period including type, acquisition cost, book cost, and market value.
- ii. When applicable, realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of investments over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
- iii. Average weighted return on investments as compared to applicable benchmarks.
- iv. Percentage of the total portfolio that each type of investment represents.
- v. A statement that the investment portfolio is in compliance with the Investment Administrative Policy and is meeting the Investment Administrative Policy objectives.

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this Investment Administrative policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual investments being purchased and risks undertaken, and the benchmarks shall have a similar weighted average maturity as the portfolio.

3. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued annually.

X. Board Adoption of Investment Administrative Policy

This Investment Administrative Policy has been formally adopted by the Authority's Board of Directors. The Investment Administrative Policy shall be reviewed on an annual basis by the Investment Officers, and any revisions shall be submitted by the Investment Officers to the Authority's Board of Directors at a regularly scheduled meeting for formal revision and adoption.

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 is requesting Board approval for Metro's CEO to execute a three (3) year labor agreement between Metro and the Transport Workers Union, Local 223 (AFL-CIO). Metro's final offer was ratified by the rank and file in October 2023.

Heavy duty and auto mechanics will receive a five (5) percent salary increase in the first year of the contract, two (2) percent in the second year, and three (3) percent in the third year of the contract. Wages for a Master Electrical Mechanic will be adjusted based on salary trends of sixteen percent during the first year of the agreement, two (2) percent in the second year, and three (3) percent in the third year 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 three (3) percent salary increase in each year of the contract. The shift differential for shifts that extended beyond 8:00 p.m. will be increased from two (2) to four (4) percent for hours worked between 5:00 p.m. and 3:00 a.m. As an incentive for good attendance, employees who have successfully completed their employment probationary period and have achieved zero unexcused absences during a pay period may earn an additional one and a half hours of Paid Time Off for Sickness to be used for future pre-approved sick absences. Starting in calendar year 2024, employees will receive Juneteenth as a paid floating holiday which they may use throughout the year. Employees will receive a slight increase for uniforms and those who require tools will receive a slight increase in their tool allowance.

Assuming Board approval, the collective bargaining agreement will be retroactive to January 1, 2023, and will expire on December 31, 2025. A copy of the ratified contract was sent to the Board for review.

Recommend approval.

**AGREEMENT
Between**

Transport Workers Union of America

AFL-CIO

Local 223

Omaha, Nebraska

and

Regional Metropolitan Transit Authority of Omaha, dba, Metro

Effective from

January 1, 2023

To

December 31, 2025

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PREAMBLE OF THE COLLECTIVE BARGAINING AGREEMENT

This Preamble is an introduction of the motives of the contracting parties and is part of this Agreement.

This Collective Bargaining Agreement (this "Agreement") is made and entered into as of October 26, 2023 by and between the Regional Metropolitan Transit Authority of Omaha, dba, Metro, formerly known as the Transit Authority for the City of Omaha, dba Metro, a body politic and corporate and a governmental subdivision of the State of Nebraska and Transport Workers' Union of America, affiliated with A.F.L.-C.I.O. Industrial Organizations, of Washington D. C. and Transport Workers' Union of America, Local No. 223 of Omaha, Nebraska (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, pursuant to the Transit Authority Law (Neb. Rev. Stat. Sections 14-1801 et seq., as amended from time to time), the City of Omaha, Nebraska adopted an ordinance on May 9, 1971, creating the Transit Authority of the City of Omaha; and

WHEREAS, pursuant to temporary authority granted by the then State Railway Commission of the state of Nebraska, the Transit Authority for the City of Omaha took control over the operations formerly conducted by the Omaha Transit Company as of July 1, 1972; and

WHEREAS, permanent control over such operations was granted by the Commission to the Transit Authority of the City of Omaha on September 25, 1972; and

WHEREAS, the Nebraska Legislature enacted Nebraska Revised Statutes Sections 18-801 to 18-825, known and cited as the Regional Metropolitan Transit Authority Act, providing for the Transit Authority of the City of Omaha, dba Metro, convert to a regional metropolitan transit authority, to which, its Board of Directors made such conversion effective August 1, 2022, thereafter continuing in existence as the Regional Transit Authority of Omaha, dba Metro, as a governmental subdivision of the State of Nebraska; and

WHEREAS, the Regional Metropolitan Transit Authority of Omaha, dba Metro, (hereinafter referred to as "Metro", "Authority", "Company" or "company") shall continue the same business operations of public transit, including all such acts and transactions undertaken as the Transit Authority of the City of Omaha, dba Metro, in performing its public and essential governmental functions in the exercise of powers conferred upon it by the Regional Metropolitan Transit Authority Act; and

WHEREAS, in the conduct of its business, Metro employs certain employees whose primary employment duty(ies) fall within those job classifications expressly identified in or set forth in the provisions of this Agreement (i.e., the "represented employees"); and,

WHEREAS, the Union has been recognized by Metro as the duly selected and the sole and exclusive collective bargaining representative for certain of Metro's employees since the commencement of Metro's operations; and,

WHEREAS, as of the date of the Agreement, the Union continues to be recognized by Metro as the duly selected and the sole and exclusive collective bargaining representative for the represented employees, which for the avoidance of any doubt, shall not be construed to be any employee of Metro who, as of the

date of this Agreement, is represented by General Drivers and Helpers Union, Local #554, an affiliate of the International Brotherhood of Teamsters; and,

WHEREAS, Metro and the Union desire to enter a mutually acceptable written collective bargaining agreement intended to govern all terms and conditions of the employment of the represented employees, including without limitation: wages, rates of pay, and hours of employment; amicable resolution of disputes which arise out of the application or interpretation of this Agreement; and such other relevant terms and conditions related to the employment of the represented as agreed by Metro and the Union to be in their respective interests in order to establish and maintain a harmonious employment relationship and to best serve public convenience and necessity without interruption; and,

WHEREAS, Metro and the Union have achieved a complete understanding and agreement as to all matters contemplated by the immediately preceding recital and, this Agreement therefore is intended to constitute the full and complete collective bargaining agreement between Metro and the Union for all such purposes during the term of this Agreement as set forth herein, and as such supersedes all prior oral, written or other agreements by and between Metro and the Union in respect to such matters; and,

WHEREAS, this Agreement also is intended to serve as a fair and equitable employee protective arrangement satisfying the requirements of 49 U.S.C. § 5333(b) whenever applicable; provided, however, Metro agrees (as successor in interest to the City of Omaha) that, if the requirements of 49 U.S.C. § 5333(b) are applicable, the terms and conditions of the agreement intended to satisfy the requirements of 49 U.S.C. § 5333(b) that was executed between the City of Omaha and the Union dated May 9, 1977 shall apply to the extent the terms of this Agreement do not satisfy those requirements.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

GENERAL PROVISIONS

Applies to All Sections

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, IT IS AGREED BETWEEN THE PARTIES, AS FOLLOWS:

ARTICLE 1

Parties

This Agreement, upon execution by the designated officers of Metro and designated officers of the Union, shall be binding on, and insure to the benefit of the respective Parties.

ARTICLE 2

Objects of Agreement

Section 1. The Objects of Agreement, in addition to the specific objects herein otherwise expressed are:

- (A) To preserve industrial amity.
- (B) To effect a spirit of fair dealing between Metro and the employees.
- (C) To bring about and establish a high order of discipline and efficiency by the cooperation of Metro and its employees.
- (D) To promote and ensure harmonious relations, cooperation and understanding between Metro and its employees.
- (E) To encourage economy of operation, protection of property and safety of employees.
- (F) To ensure true collective bargaining under established standards of hours of labor, rates of pay and working conditions.

Section 2. Metro pledges to give to its employees considerate and courteous treatment; and the Union, on behalf of the employees, pledges itself and themselves to render Metro loyal and efficient service.

Section 3. This Agreement incorporates those plans and related agreements or documents that are referenced in various Articles of this Agreement, as any of the same may be modified or amended from time to time during the term of this Agreement whether (i) by mutual agreement, (ii) as may be permitted in such plans, agreements or documents, or (iii) otherwise by Metro to the fullest extent permitted by this Agreement or by law, each of which plans, agreements and documents (as so modified or amended) is hereby integrated into and made a part of this Agreement. By way of example only, the referenced plans, agreement and documents include, but are not limited to: the Pension Plan, the Health Care Plan, the Life Insurance, Accidental Death & Dismemberment Insurance plan, the Short Term Disability Income plan, and the Long Term Disability Income Plan.

Whenever used in this Agreement, the term "Work Rules" and "Work Rules Book" means and refers to any applicable codes of conduct, the Transportation/Paratransit/Maintenance, BG&E and Custodial Rule Books, the Clip Board Rules, and Transportation/Paratransit/ Maintenance, BG&E and Custodial Uniform Program Books, or future Letters of Understanding, (LOU) or Memorandums of Understanding, (MOU); incorporated into this Agreement, as any of the same may be modified or amended.

The parties agree that Metro may revise, amend or supplement operational policies, work rules and the Work Rules Book based on Metro's operational needs and in accordance with Federal, State and Local regulatory mandates.

All previous Letters of Understanding, (LOU) or Memorandums of Understanding, (MOU) or interpretation executed prior to the ratification of this Agreement shall become null and void upon the ratification of the Agreement.

The parties further agree that the party seeking to prove that a past practice existed shall have the burden of proof.

If the Union or Metro is asked to stop a past practice that is contrary to the express provisions of this Agreement it shall be stopped.

ARTICLE 3

Recognition of Union

Section 1. Metro in accordance with the provisions of the Commission of Industrial Relations, recognizes the Union as the sole and exclusive collective bargaining agency, with respect to rates of pay, wages, hours of employment, and other conditions of employment for all its present employees (and for any future employee in the same categories, or for any reason, replacing present employees during the term of this Agreement) except:

(A) The Executive Officers of Metro shall include all members of the Managerial, Foreman, Office, Clerical and Supervisory Staff.

(B) Operators formerly employed by City Transit Lines of Council Bluffs, Iowa, and covered by a separate work agreement.

Section 2. Union Dues. Payment for the amount in each month will be hand delivered or mailed in the form of a Metro voucher to the Union within seven (7) days after the first pay day of each month with a list of the deductions enclosed.

Section 3. Metro shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the Finance Director of Metro of the error. If Metro makes an overpayment to the Union, Metro will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold Metro harmless against any and all claims, suits, orders or judgments brought or issued against Metro as a result of any action taken or not taken by Metro under the provisions of this Article.

Section 4. The Union agrees that it will not at any time conduct Union Business, solicit membership or collect Union dues, fees, or assessments of any kind, or distribute literature or any other type of printed material on Metro time or in Metro buildings or on Metro property, unless by mutual agreement between the authorized Officers of the Union and Metro.

Section 5. A probationary period shall be observed in the following manner for each new employee during which time the employee may be terminated without recourse by the Union:

(A) Maintenance/BGE/Custodial Sections – Four (4) months from the date of hire.

- (B) Transportation and Paratransit Sections – Four (4) months from the date of completion of training period.
- (C) Extensions of probation due to discipline may be done one (1) time for a maximum of sixty (60) days.
- (D) Extension of time in case of illness or leave.

Section 6. The Parties hereby agree that no officers, agents, representatives, members, or anyone connected with either Party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

Section 7. Metro will pay up to two hundred (200) hours of the Union negotiating team's time during contract negotiations. In addition, the Union President may designate paid leave of up to one hundred and fifty (150) hours for bargaining unit members to conduct Union Business annually. The one hundred fifty (150) hours plus applicable taxes will be paid to the Union on or before April 15th of each year.

Union Office Space

Metro will provide an office for the Union to conduct business at a Metro designated location at 2222 Cuming Street, Omaha, NE. 68102. The minimum size of the office will be 130 square feet and will be equipped with similar amenities to the office occupied by the Union during the preceding bargaining agreement. The office will be used solely for Union business. Metro reserves the right to move the Union office by providing the Union with a minimum of two weeks' advance notice.

Bulletin Boards

Section 1. Metro will provide space and furnish the Union an appropriate bulletin board in each Section, for the purpose of posting notices of the Union's meetings and the Union's social functions.

Section 2. Notices posted thereon shall be in keeping with the general policy of Metro respecting other notices posted on or about Metro premises and shall be on Union letterhead stationery.

Section 3. A copy of all bulletins and memos applying to employees shall be sent to the Union office the same day as posted.

ARTICLE 4

Management Rights

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively to Metro, including, but not limited to, the right, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause, to determine the number of employees to be employed; to hire employees, determine qualifications and assign and direct the work of its employees; to promote, transfer, lay off, recall to work; to determine, and from time-to-time re-determine, the number, location and type of its various operations, functions and services; to set the standards of

productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked including assignments of overtime; to use independent contractors to perform work or services as has been present/past practice; to subcontract, contract out, to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; adopt, issue, amend and revise policies (including without limitation any policies required to be adopted by any federal or state statute, rule or regulation promulgated thereby that is applicable to Metro's operations), Work Rules and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of Metro and to direct the Metro's employees. The Authority's failure to exercise any right, prerogative, or function hereby reserved to it, or the Authority's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Authority's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. Metro agrees that no employee shall be required to work under conditions that violate the Occupational Safety and Health Act or any other applicable federal or state law rule or regulation.

Section 3. Each employee has been given a Work Rules Book that includes discipline guidelines for violations of the Work Rules; provided that nothing in the Work Rules shall be construed to limit or restrict any right of Metro under Article 4 or Article 13 of this Agreement. Metro shall post any amendments to the Work Rule Book and provide the Union with copies thereof as the same may become applicable from time to time during the term of this Agreement.

ARTICLE 5

ZERO-EMISSION BUSES/AUTONOMOUS BUSES

Metro is committed to the training and development of its employees. Metro and the Union acknowledge that the federal government has amended statutory provisions to move the nation's public transit fleets to zero-emissions buses (ZEB). Metro and the Union also acknowledge that new technologies, like autonomous vehicles are rapidly developing.

Metro agrees to notify the Union of its decision to acquire, introduce, and implement significant new technologies and equipment, such as ZEBs, and its related infrastructure, and fully autonomous vehicles, so far as practicable, which may significantly change the employment status of a represented employee.

Metro agrees to discuss with the Union potential impacts, if any, resulting from the acquisition, introduction, and implementation of significant new technologies and equipment to the employment status of affected represented employees. Metro reserves all management rights, and shall identify any existing affected jobs, required job qualifications, job reductions, new job positions, and training requirements necessary to implement, operate and maintain significant new technologies and equipment, such as ZEBs and its related infrastructure fully autonomous, vehicles.

Metro will make reasonable efforts to train incumbent represented employees affected by the implementation, operation, and/or maintenance of significant new technologies and equipment, such as ZEBs and its related infrastructure fully autonomous, vehicles. Accordingly:

- If an affected represented employee is not able to satisfactorily complete Metro identified required training or certifications, he/she may apply for posted job positions for which he/she is qualified.
- Familiarization training for the operation, maintenance, and safety features of acquired vehicles and equipment will be provided to represented employees after Metro takes delivery and possession.
- Operators and maintenance staff will receive familiarization training of new vehicles, safety features, and vehicle operation.
- Maintenance staff will receive familiarization training with vehicle safety-related features, components, proper charging protocols, and the requirements for scheduled maintenance and unscheduled repairs.
- Utility Garage staff will receive familiarization training with proper charging protocols, safety features, and the operation of new vehicles.
- Represented employees shall be solely responsible for obtaining the necessary and appropriate certifications and/or degrees for bargaining unit positions that require specialized credentials and/or degrees, such as electrical or electronic mechanics.
- Additional information regarding eligible educational assistance and reimbursement is set forth in Metro's Operating Policy, No. 25, "Educational Assistance."

Metro agrees to notify the Union, as soon as reasonably practical, of Metro's participation in pilot/test/experimental programs related to fully autonomous vehicles; published Requests for Proposals (RFP's) pertaining to fully autonomous vehicles; or annual budget proposals including fully autonomous vehicles.

ARTICLE 6

Industrial Peace

As Metro operates an essential public transportation service under statutory obligations to render continuous service, neither the Union nor its members shall authorize, sanction, or engage in any strike or partial suspension of work, to the extent prohibited by the laws and policies of the State of Nebraska as amended from time to time, including, without limitation, Neb. Rev. Statute Section 48-821.

ARTICLE 7

Duration of Agreement

The effective date of this Agreement shall be January 1, 2023, 12:01 P.M. C.S.T., and it shall remain in full force and effect until 11:59 P.M. C.S.T., December 31, 2025.

ARTICLE 8

Non-Discrimination Policy

METRO and the Union agree that this Agreement shall be administered in a non-discriminatory manner in all aspects of employment and that no employee shall be discriminated against because of race, color, sex, ethnicity, national origin, religion, gender, age, pregnancy, marital status, veteran's status, sexual orientation,

genetic information, mental and physical disability, Union membership or non-membership, or any other basis prohibited by any federal, State or local law, rule or regulation.

ARTICLE 9

Notices

Any and all notices, dispositions, or other communications required or permitted between Metro and the Union under this Agreement shall be provided in writing and shall be deemed to have been sufficiently given if: (i) on the same business day delivered by hand, or (ii) three (3) business days after mailed by certified U.S. Mail, postage -prepaid, by the party to receive such to:

Metro:

2222 Cuming Street
Omaha, Nebraska 68102-4392

Union:

5418 South 27th Street; Suite #3
Omaha, Nebraska 68107-3274

ARTICLE 10

Separation of Operating Sections

Section 1. This Agreement is separated into General provisions applicable to all employees, a Transportation, a Maintenance, a Paratransit, a Building, Grounds & Equipment, and Custodial Sections.

Section 2. In the event that new operations are added to the existing operations of Metro, new Sections of the Agreement will be negotiated as they occur without reopening the rest of this Agreement.

ARTICLE 11

Payroll Dates

Section 1. All employees covered under this Agreement shall be paid on a bi-weekly basis, every other Friday, by direct deposit only.

Section 2. All employees covered under this Agreement shall validate their work hours performed during each pay period and provide information to supervisors regarding any issue which may affect the accuracy or total amount of their bi-weekly pay, such as, but not limited to the selection of vacation pay instead of other forms of leave. Any employee with a payroll error must notify their supervisor in writing by completing Metro's payroll adjustment form. Upon receipt of a completed payroll adjustment form, Metro will investigate the employee's payroll under- or over-payment and process the payroll adjustment payment to the employee as soon as possible.

ARTICLE 12

Grievances and Arbitration

Section 1. A grievance shall be defined as any difference, dispute or complaint between a represented employee or group of represented employees with the same grievance, and Metro regarding an application, meaning, interpretation, or alleged violation of the Work Rules, terms, or operating practices

of this Agreement. A grievant or group of grievants with the same grievance shall mean represented employee(s) with any difference, dispute, or complaint against Metro, and such grievant(s) shall have the right to file a Step 1 grievance, with or without Union representation, except as otherwise outlined in this Article.

A Union class action grievance is defined as any difference, dispute, or complaint, between represented grievants as a whole bargaining unit or an entire classification of grievants and Metro regarding an application, meaning, violation, or interpretation of the Work Rules, terms, or operating practices of this Agreement. Only the Union President, or his/her designee, shall have the right to file a Union class action grievance. Any Union class action grievance will enter the grievance procedure at Step 2.

All grievances shall be initiated on a Union approved written grievance notice form and delivered to the grievant's or group of grievants' immediate supervisor by no later than 5:00 p.m. CST on the seventh (7) business day after the occurrence date of the event serving as the basis for the grievance. The written grievance notice form shall include: (i) a statement of the nature of the grievance and the facts upon which it is based; (ii) the Section(s) of this Agreement or Work Rules relied upon as being applicable; and (iii) the specific remedy or relief desired.

For purposes of this Article 12, business days shall mean weekdays, Monday through Friday, excluding weekends and Metro recognized holidays.

No grievance or grievance appeal shall be considered if presented after 5:00 p.m. CST on the seventh (7) business day after the occurrence date of the event serving as the basis for the grievance or the date of any written grievance disposition.

At any Step in the grievance procedure as set forth in Section 2 of this Article, a grievant or group of grievants having the same grievance may elect to be accompanied by a Union representative at any time during the grievance process.

Section 2. Grievance Procedure. The grievance procedure shall be conducted according to the following Steps:

a. Step 1:

Upon receipt of any written grievance notice form complying with Section 1 of this Article, the grievant's or group of grievants' manager or designee shall schedule a mutually agreed upon date and time for a Step 1 hearing for purposes of resolving the grievance, (unless mutually waived by both parties for Step 1), to be held within seven (7) business days of the supervisor's receipt of the grievance. Following a Step 1 grievance hearing, the manager will provide a written disposition within seven (7) business days (by 5 p.m.), after the date of the Step 1 hearing, or by mutual consent at such later time as the manager shall reasonably request from the Union President.

The appeal of a Step 1 grievance disposition will be limited to only the issue(s) as initially presented by the grievant or group of grievants in the Step 1 grievance.

Metro and the Union may mutually agree to waive Step 1, in which case the grievance hearing will be held at Step 2, unless otherwise provided for in this Article.

b. Step 2:

After the Step 1 grievance disposition, the Union may elect to appeal the grievance disposition on behalf of the grievant or group of grievants with the same grievance by submitting the written grievance notice form indicating its election to appeal the Step 1 grievance disposition to the department head of the grievant's manager or designee within seven (7) business days after the date of the written grievance disposition. Following a Step 2 grievance hearing, the department head will provide a written disposition within seven (7) business days (by 5 p.m.), after the date of the Step 2 hearing, or by mutual consent at such later time as the department head shall reasonably request from the Union President.

Grievances involving disciplinary suspensions or issues affecting all bargaining unit members will enter the grievance procedure at Step 2.

Recommendations for the discharge or termination of employment shall not be the subject of a grievance at any Step in the grievance procedure of this Section, and therein, excluded from the grievance procedure set forth in this Article. All recommendations for discharge or termination of employment shall be resolved by a scheduled pre-determination hearing according to Article 13 of the General Provisions of this Agreement.

The appeal of a Step 2 grievance disposition will be limited to only the issue(s) as initially presented by the grievant or group of grievants in the Step 1 grievance, except as otherwise provided for in this Article.

c. Step 3:

The Union President, or his/her designee, may elect to appeal the Step 2 grievance disposition of the department head on behalf of the grievant or group of grievants by presenting written notice of appeal to the Step 2 grievance disposition to Metro's appointed management representative within seven (7) business days after date of the written Step 2 grievance disposition, except as otherwise provided for in this Article.

After Metro's receipt of the written notice of appeal of the Step 2 grievance disposition from the Union President, or his/her designee, the Metro appointed management representative shall schedule a grievance appeal hearing to be held upon a mutually agreed date and time, no later than seven (7) business days after Metro's receipt of the written notice of appeal, unless extended in writing by mutual agreement between the Union and the Metro management representative, but such request for an extension shall not be unreasonably withheld or conditioned.

If Step 1 and/or Step 2 of the grievance procedure have been waived either by the parties or as provided for in this Section, the grievance will enter the grievance procedure at Step 3. Upon receipt of the written grievance notice form complying with Section 1 of this Article, the Union and the Metro management representative shall schedule a hearing at a mutually agreed upon date and time for purposes of resolving the grievance.

The Metro appointed management representative shall provide a written grievance disposition on the Step 3 grievance or Step 3 grievance appeal within seven (7) business days (by 5:00 p.m.) after the date of the Step 3 grievance hearing or grievance appeal hearing, or except by mutual consent, at such later time as the Metro management representative shall reasonably request an extension from the Union President.

The Step 3 grievance appeal will be limited to only those issues as presented by the grievant or group of grievants in the Step 1 and/or Step 2 grievance(s).

Section 3. Arbitration

Any grievance that has been properly and timely processed as provided for in Section 2 of this Article, and a Step 3 written grievance disposition or Step 3 written grievance appeal disposition has been issued by the Metro management representative to the grievant or group of grievants upon which an amicable resolution cannot be reached between the Union and the Metro management representative, may be appealed to arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association, except as otherwise provided in this Section. The Union President may appeal the Step 3 written grievance disposition or Step 3 written grievance appeal disposition to arbitration by serving upon the CEO written notice on official Union letterhead within forty-five (45) calendar days of the date of the written disposition.

Failure by the Union President, or his/her designee, to provide written notice to arbitrate within forty-five calendar (45) days after the date of the Step 3 written grievance disposition or Step 3 written grievance appeal disposition from the Metro management representative shall constitute a waiver of any right of the grievant(s) and/or the Union to appeal any such disposition to arbitration, and the written grievance disposition or grievance appeal disposition of the management representative shall be final and binding on the grievant or group of grievants, the Union, and Metro.

The jurisdiction and authority of the arbitrator in any permitted arbitration and the arbitrator's decision and award shall be limited exclusively to the application of the express provisions of this Agreement at issue as presented by the grievant or group of grievants as provided in Section 2 of this Article.

No arbitrator shall have the right to add to, detract from, alter, amend, or modify any provisions of this Agreement; to impose on the Union or Metro a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure; nor to otherwise enlarge the obligations of either Metro or of the Union under this Agreement; or deprive Metro or the Union of any rights under this Agreement.

The arbitrator shall not hear or adjudicate more than one (1) Step 3 grievance disposition or Step 3 grievance appeal disposition without the mutual consent of the Union and Metro, which consent may be withheld at either party's sole and absolute discretion. The written decision and any award of the arbitrator on the merits of any Step 3 grievance disposition or Step 3 grievance appeal disposition adjudicated within his/her jurisdiction and authority shall be final and binding upon the grievant, the Union, and Metro.

The arbitrator shall be limited to the issue(s) initially presented by the grievant or group of grievants. The arbitrator shall make written findings setting forth the basis for the decision and any award, including without limitation, the express provision(s) of this Agreement supporting the same.

Not later than fourteen (14) calendar days after the Union serves Metro with written notice to appeal a Step 3 grievance disposition or Step 3 grievance appeal disposition to arbitration, the Union and Metro shall jointly request the American Arbitration Association (AAA) to furnish to the Union and Metro with a list of seven (7) qualified and impartial arbitrators. Within seven (7) calendar days after receipt of that AAA furnished list of arbitrators, Metro and the Union shall alternatively strike names from the list of

arbitrators provided by the AAA until only one (1) arbitrator remains. The first strike will be determined by lot, if not mutually agreed. The remaining arbitrator shall be appointed to adjudicate the appeal of the Step 3 grievance disposition or Step 3 grievance appeal disposition.

The costs of the arbitrator shall be shared equally by Metro and the Union.

Article 13

Suspension, Discharge or Termination

Except as otherwise permitted in this Agreement or in any Work Rules, Metro shall not discharge or suspend any employee without investigating and without just cause. Discipline shall be administered progressively and or based on overall performance. The severity of the disciplinary action may be determined by prior offences for which an employee was disciplined, such as poor attendance, poor customer service, overall performance, unsafe practices and continuous disregard for policies and procedures. Any employee disciplined shall have the right to file a grievance regarding that disciplinary action. Unless otherwise stated in this agreement or as per Section 3, Metro will issue discipline within ten (10) business days from the time that Metro becomes aware that a rule or policy violation has taken place.

A. Suspension

Section 1. Except to the extent permitted in this Agreement or in any Work Rules, Metro shall not discharge or suspend any employee without pay unless the employee has been first given a written verbal warning, if required by the Work Rules. A copy of any required written notice shall be promptly delivered to the Union.

Section 2. In accordance with DOT regulations, as amended from time to time, and Metro's Board adopted Operating Policy No. 49 Prevention of Alcohol Misuse and Prohibited Drug Use, as amended from time to time, all Covered Employees, as defined in Operating Policy No. 49, are subject to DOT drug and alcohol screening as a condition of employment. Metro has zero tolerance of drug and alcohol use by Covered Employees. Any Covered Employee who has a verified positive DOT test for prohibited drugs and/or alcohol (BAC at or above 0.04) or refuses any DOT drug or alcohol testing will be referred to a Substance Abuse Professional and subject to termination. Any Covered Employee with a DOT verified positive test for prohibited drugs and/or alcohol will be suspended without pay immediately, pending a pre-determination hearing for termination of employment.

Section 3. Nothing in this Agreement shall preclude Metro from suspending an employee with pay pending an investigation. A suspension with pay pending investigation is not subject to the grievance process. Metro shall have fifteen (15) business days following the date of an employee's suspension with pay to conduct its investigation unless Metro and the Union agree to an extension of an additional ten (10) business days to complete the investigation. Metro shall request the extension in writing by the close of business on the tenth (10th) business day from the date that the employee was placed on suspension pending an investigation. The Union shall not unreasonably withhold consent for requests for an additional ten (10) days to complete the investigation provided that Metro has supplied a timely justification with the request. Nonetheless, depending on the complexity of the investigation, Metro will

make every effort to complete investigations in less than the initial fifteen (15) days. Nothing in this Article 13 shall be construed to prohibit Metro from thereafter discharging or terminating the employee.

B. Discharge or Termination

Section 1. Employees suspended with or without pay pending recommendation for discharge or termination of employment will be scheduled a predetermination hearing with Metro's Chief Executive Officer (CEO), or his/her designee.

Section 2. Letters concerning recommendations for discharge or termination of employment, notice of scheduled predetermination hearings, and predetermination hearing dispositions will be hand delivered, sent via overnight delivery with receipt by carrier, or sent via U.S. Mail to employee. Metro will deliver all copies of recommendations for discharge or termination of employment, notice of scheduled predetermination hearings, and predetermination hearing dispositions to the Union. The CEO, or his/her designee, will issue a written predetermination hearing disposition within five (5) business days of the close of the predetermination hearing and record, unless Metro and the Union mutually agree to an extension for additional time.

Time Limits:

Disciplinary actions will not be considered toward progressive discipline after twelve (12) months; however, if the employee's action resulted in an accident/incident or was otherwise deemed unsafe and endangered life or property the employee's action will count toward progressive discipline for twenty-four (24) months.

Last Chance Agreements:

At the sole discretion of Metro, a last chance agreement may be entered with the Union and the employee in lieu of termination for just cause. Should this be the case:

- a) Last chance agreements for attendance will expire 24 months from the time that the Union and employee sign the agreement.
- b) Last chance agreements for non-safety related regulatory or general rule violations will expire 24 months from the time that the Union and employee sign the agreement.
- c) Last chance agreements in lieu of termination for unsafe actions that did not endangered life or property, will expire 36 months from the time that the Union and employee sign the agreement.
- d) Last chance agreements in lieu of termination for conduct that Metro considers to be egregious or reckless will not have an end date.
- e) No last chance agreements will be offered in lieu of termination for unsafe actions that endangered life or property, or conduct related to assaults, threatened assault, battery upon a person, bullying, discrimination, abusive actions against customers or personnel, or criminal activity.

ARTICLE 14

Jury Pay/Election Duty

Section 1. All employees required to serve on jury duty or attend any legal proceeding on behalf of Metro as evidenced by a certificate of attendance, shall receive their regularly scheduled pay less any attendance fees received.

Section 2. When an employee is released from Jury Duty, he or she will be available for work up to the time remaining in their normal workday starting from the time of report for jury.

Section 3. If an employee is required to serve on Election Duty as evidenced by an attendance/ notification letter shall receive their regularly scheduled pay less any attendance fees received.

ARTICLE 15

Life and Accidental Death & Dismemberment Insurance

Section 1. Life and Accidental Death & Dismemberment Insurance is provided by Metro for all active, full time employees covered by this Agreement who have one (1) or more years of continuous service. Amounts of provided life insurance are based upon complete years of service as stated below:

- (A) After 1 year of service through 15 years of service - \$25,000 face value
- (B) After 15 years of service - \$30,000 face value
- (C) After 20 years of service - \$40,000 face value
- (D) After 25 years of service - \$50,000 face value

For additional information regarding Accidental Death & Dismemberment coverages and limitations, see the plan document.

Section 2. Employees may, at their option, and sole cost, purchase additional life insurance only, above and beyond that which is provided by Metro. See the policy documents for additional coverage and payroll deduction information.

ARTICLE 16

Pension and 457(b) Plan

Section 1. Metro has a contributory Pension Plan, that was made effective for all full-time eligible employees retiring on or after July 1, 1979. The Pension Plan as amended from time to time by the Pension Committee meets at least once a year to review the Pension Plan, and recommends changes that must be approved by Metro’s Board of Directors. The Pension Plan document is the prevailing document for retirement eligibility. The Pension Plan recognizes early, normal, late and disability retirement. See the

Plan document for additional information. Metro will adhere to any change(s) in federal, State or local law, rule or regulation.

Section 2. The below contribution rates for the Pension Plan shall be in effect for the period of this Agreement:

Metro will contribute 7.75% in 2023. Beginning on January 1, 2024 Metro will increase their contributions by 0.50%. Total Metro contribution in calendar years 2024 and 2025 will be 8.25%.

a. The employee portion rate of contribution will be as follows:

Employees will contribute 7.75% in 2023. Beginning on January 1, 2024 employees will increase their contributions by 0.50%. Total employee contribution in calendar years 2024 and 2025 will be 8.25%.

Section 3. In the case of disability retirement, the retiree must first complete a waiver of life premium claim for Metro paid life insurance. If the insurance carrier denies the disabled retiree's claim, then the retiree would be eligible for the retirement benefit.

The following are eligibility requirements:

- (A) You must be a full-time employee. Only full-time complete years of service will count towards retirement.
- (B) Your full-time company hire date will be used to determine your retirement benefits.
- (C) All retired and/or permanently disabled employees shall receive complimentary bus pass.
- (D) Monies due employees upon retirement shall be paid on the next regular pay day.

Section 4. Metro has a 457(b) plan as permitted by the IRS. The contribution limits shall be the same limits as allowed by the IRS regulations. Any employer match for the 457(b) plan shall be the same as the employer match for all other Metro employees not covered by this Agreement.

ARTICLES 17

Retirement Severance

Section 1. Metro provides a retirement severance to all full-time employees who are eligible to retire per the Pension Plan guidelines, (considered normal or late retirement); if they immediately qualify for a monthly retirement benefit; and is pro-rated based upon the years of service. An employee must have a minimum of 5 full years of continuous service to obtain any Retirement Severance as stated on the table below; this money is taxable.

5 years = \$2,250; 6 years = \$2,700; 7 years = \$3,150; 8 years = \$3,600; 9 years = \$4,050;
10 years = \$4,500 20 years = \$5,000; 25 years = \$5,500; 30 years = \$6,000

If an employee resigns or is terminated for cause, the Retirement Severance is forfeited. Upon retirement, an employee must pass your anniversary date to earn and receive Holiday Anniversary (HA) and Holiday Birthday (HB).

Section 2. Disability Retirement, the employee will receive \$500 severance only. Presently, if an employee is 60 years of age or older at time of hire, such employee does not qualify for Retirement Severance.

ARTICLE 18

Disability Income

Section 1. Short Term Disability (STD), benefits, will begin with the fourth (4) working day of absence because of non-work related illness, or with the first day if injured in a non-work related accident or hospitalized for a non-work related reason. Maximum benefits will be per table below, and will not exceed the 121 calendar day disability period. An employee who exhausts this benefit must work one hundred eighty (180) days to be eligible for the benefit again. A doctor’s statement of illness, injury, hospitalization and diagnoses is required for payment of benefits to commence. All requirements as stated above shall remain in effect. Metro shall not recommend employee termination, due to medical reasons, until such time as the normal disability period as described above has been reached.

| | |
|--------------------------------------|-----------------|
| (A) 0 to 4 years of service | \$40.00 per day |
| (B) 4 years up to 9 years of service | \$45.00 per day |
| (C) Over 9 years of service | \$50.00 per day |

Section 2. After 180 days of continuous service, (excluding training period), all qualified full-time employees are eligible for STD, and Long Term, , disability (LTD) benefits.

All other provisions of this Section remain the same.

Section 3. STD may have to be exhausted prior to receiving LTD benefits. See the plan document for additional information. LTD will be provided to employees with one (1) or more years’ continuous service.

Section 4. LTD. The amount of LTD will be equivalent to fifty (50%) percent of wages, up to a maximum of \$2,000 per month. Payments to commence after one-hundred twenty-one (121) continuous days of disability. See the Plan document for additional information.

Section 4. Relief benefits are considered either STD or LTD. An employee drawing relief benefits for a period during which a vacation or holiday falls will receive vacation or holiday pay only, but not relief benefits for that day(s).

ARTICLE 19

Hospitalization, Medical, Dental and Vision Benefits

Section 1. Metro provides hospitalization, medical, dental and vision, and employee assistance benefits through a Group Plan covering only full-time employees and their families. See the Plan

document for specific information, which is available at the Finance Department. Metro will follow any changes in regulation or law. Contributions per pay period are as follows:

Health Care Contributions currently for the 2023 calendar year is:

- (A) Employee only \$27.43
- (B) Employee plus one dependent \$40.07
- (C) Employee plus two or more dependents \$49.28

Health Care Contributions are as follows for the 2024 and 2025 calendar years:

- (D) Employee only \$30.17
- (E) Employee plus one dependent \$44.08
- (F) Employee plus two or more dependents \$54.21

Section 2. To become eligible an employee must remain on the active payroll for ninety (90) days, unless otherwise dictated by law., (due to change in federal law).

Section 3. Mental health coverage for hospitalization and medical benefits will be provided as per the schedule of medical benefits, outlined in the Employee Medical Health Care Plan Document.

Section 4. Employee/ Employees' family opting out of the Metro's Employee Health Plan will be reimbursed at the rate scheduled below.

| <u>Coverage</u> | <u>Pay Per Check Annually</u> | |
|--|-------------------------------|------------|
| Single/ not married and not on Metro plan at all | \$34.62 | \$900.00 |
| Married, but opting for single coverage only on Metro plan | \$69.23 | \$1,800.00 |
| Married with family but not on Metro plan at all | \$103.85 | \$2,700.00 |

ARTICLE 20

Holidays

Section 1. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be observed as holidays. Employees who work on these holidays will be paid at a time and a half rate for all hours worked. When a holiday falls within the week of Bid or Day at a Time (DAT) vacation, Operators will be paid for the holiday at eight (8) hours straight time (Holiday Pay). Vacation and holiday pay will not be paid for the same day.

Employees who opt to take vacation during a holiday may not perform work on said holiday, except in cases of a Metro declared emergency, or with mutual consent.

Metro reserves the right to operate any of its services on any holiday.

Martin Luther King Day will also be an observed holiday. It is understood that work performed on Martin Luther King Day shall be at straight time rate. Employees may accept eight (8) hours Holiday Pay or until such time as Metro discontinues service on Martin Luther King Day, employees may use this holiday, or another mutually agreed day. Requests for time off will be handled in accordance with the provisions of General Section Article 21, Section 2.

Beginning in calendar 2024, Juneteenth Day will also be an observed holiday. It is understood that work performed on Juneteenth Day shall be at straight time rate. Employees may accept eight (8) hours holiday pay or until such time as Metro discontinues service on Juneteenth Day, employees may use this holiday, or another mutually agreed to day. Requests for time off will be handled in accordance with the provisions of General Section Article 21, Section 2.

Section 2. The regularly scheduled day before and the regularly scheduled day after the holiday must be worked to qualify for holiday pay unless properly excused by Supervision. It is understood that an employee will not lose holiday pay for Martin Luther King Day or Juneteenth, per the above, providing he/she works the actual day of the holiday.

Section 3. Martin Luther King Day or Juneteenth Day holidays are to be paid at the regular rate for all hours worked. Hours worked during New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be paid at time and half-time rates. Failure to work a paid holiday if scheduled to work, without proper excuse, will automatically disallow payment of holiday allowance.

(A) Employees who would otherwise lose the holiday allowance due to reporting late for work, shall nevertheless receive this allowance if the employee works a full run or performs eight (8) hours of work after reporting late.

(B) An employee drawing relief benefits for a period during which a holiday falls will receive holiday pay, but not relief benefits for that holiday.

(C) Each extra board operator shall receive eight (8) hours pay at the regular straight time hourly rate as a holiday allowance.

(D) If required to report, an extra board operator will be paid the regular rate of pay for work performed subject to a minimum six (6) hour day.

(E) Metro shall have the right to adjust service levels and staffing requirements to the anticipated demand for service on the day of the holiday, and the days preceding or following the holiday.

(F) Exceptions to the above are included in the Paratransit and Building, Grounds & Equipment and Custodial Sections of this Agreement.

Section 4. Regardless of an employee's normal work shift, all employees will be paid a maximum of 8 hours of Holiday Pay per each designated holiday day.

ARTICLE 21

Time Off with Pay

Request for time off will be handled in accordance with Articles 26 and 24.

Section 1. Birthday, Anniversary and Personal (Holiday) Day's Off. After one (1) year of service, employees will be granted a day off for their birthday, anniversary date and a personal holiday day. All days will be paid at the rate of eight (8) hours, straight time. These three holidays may be taken any time throughout the year; however, the employee must make prior arrangements to be excused. Use of a personal holiday trumps all other Day at a Time (DAT) however, they will not trump a non-floating holiday, requests up to the number of allotted slots.

Section 2. Martin Luther King Day and Juneteenth Day. Employees will be granted a personal day off. Metro will pay for eight (8) hours at straight time rate. The number of employees allowed to be off at one time shall be determined by the Day at a Time Slots available for that day. MLK will trump all other requests for holidays on MLK Day only, and Juneteenth will trump all other requests for holidays on Juneteenth Day only; however, they will not trump a non-floating holiday. The employee is required to work the actual day of the holiday to earn the floating day off on another day.

Section 3. Funeral Leave, Bereavement. In the event of the death of an employee's family member as described in the table below, the employee shall be given three (3) working days off at the time of the funeral with pay.

Paid funeral leave as follows:

- A) Natural mother or stepmother,
- B) Natural father or stepfather,
- C) Current husband or wife
- D) Son(s)/ Stepson(s), daughter(s) / Stepdaughter(s) or adopted children
- E) Brother(s), sister(s)
- F) Mother-in-law or step mother-in-law, but not both **
- G) Father-in-law or step father-in-law, but not both **

** These option(s) shall only apply to one or the other, and under no circumstances will paid leave be allowed in both situations.

In addition, unpaid leave of up to three (3) days may be taken in the event of the death of a Grandparent or a Grandchild. A death certificate, certificate of attendance or mortician's report of death is required in all cases to be eligible for funeral leave.

ARTICLE 22

Safety, Accidents and Incidents

A. Safety

Section 1. Metro and the Union will cooperate in the continued objective of eliminating accidents/incidents and health hazards, and all employees are expected to cooperate towards this goal.

Section 2. Metro shall make reasonable provisions for the safety and health of its employees during the hours of their employment in accordance with all applicable Federal, State, and local laws. Metro and the Union will cooperate and encourage the employees to work in a safe manner. All employees have a responsibility to perform their assigned work in a safe and proper manner, devoting individual attention to it.

Section 3. Metro shall maintain vehicles and equipment in a safe working condition, and no employee of Metro shall be required or assigned to work in a hazardous or unsafe situation without proper safety precautions being observed.

Section 4. In periods of extreme heat or cold, Metro will make reasonable efforts to ensure that vehicles have air conditioners or heaters in working order.

Section 5. In an attempt to ensure the safety of Metro employees, bus operators shall not handle money.

B. Accidents and Incidents

Section 1. Preventable accident means a collision or crash in which the driver failed to do everything reasonable to avoid it. A collision or crash includes, but is not limited to, contact with any motor vehicle, bicycle, property, pedestrian, or stationary object. A Preventable accident is considered just cause for discipline.

Section 2. Non-Preventable accident means a collision or crash would have occurred regardless of the actions of the driver.

Section 3. Incident means any event which results in, or has the potential to cause, bodily injury and may or may not result in property damage.

- a. A Major Incident involves bodily injury requiring immediate medical treatment away from the scene; and
- b. A Minor Incident may or may not involve bodily injury requiring first aid or other minor medical treatment.

Section 4. A Major Accident, whether Preventable or Non-Preventable, means a collision or crash resulting in damage(s) to a vehicle and/or property, rendering any vehicle inoperable or requiring extensive mechanical repairs, and/or may result in serious bodily injuries requiring medical treatment away from the scene.

Section 5. A Preventable Major Accident involves one or more of the following are found to have occurred:

1. Either Metro's vehicle and/or other vehicles were rendered inoperable, required extensive mechanical repairs, or towed;
2. Extensive damages to property;
3. Serious bodily injuries resulted requiring immediate medical treatment away from the scene;
4. Violation of federal, state, or local laws, regulations, statutes, ordinances, regardless of issuance of a citation by a public officer;
5. Violation of Metro's policies, procedures, rules, and bulletins; and/or
6. Disregard for the safety or lives of others.

Section 6. A Minor Accident, whether Preventable or Non-Preventable, means a collision or crash resulting in damage(s) to a vehicle or vehicles that does not impede the vehicle's ability to safely operate, minor damages to property, and/or bodily injuries not requiring immediate medical treatment.

Section 7. A Preventable Accident Infraction means a collision or crash resulting in no property or vehicle damage(s) or nominal loss to property wherein no bodily injury occur(s).

An employee may have one Preventable Accident Infraction within a six (6) month period. Any subsequent Preventable Accident Infraction(s) within a six (6) month period will be utilized towards progressive discipline.

Section 8. Progression of Discipline for Preventable Accidents and Incidents:

- A. Preventable Major Accident or Major Incident, after full investigation:
 - a) Subject to suspension or termination.
- B. Preventable Minor Accidents or Minor Incident:
 - a) First offense – Retraining and Reprimand, with 1 point;
 - b) Second offense – Retraining and Reprimand, with 3 points;
 - c) Third offense – Retraining and 3 days Suspension with 5 points
 - d) Subsequent offenses – Subject to termination.
- C. Preventable Accident Infraction.
 - a) First Offense – No fault
 - b) Second and Subsequent Offenses – Converts to Preventable Minor Accident

Section 9. Other Safety Violations

1. Failure to Report an Accident, Incident, or Infraction - Failure to report any accident, incident, or infraction involving a Metro vehicle, property, or passenger to the appropriate supervisor on duty immediately will result in suspension or termination.
2. Leaving the Scene of an Accident, Incident, or Infraction – Leaving the scene of an accident, incident, or infraction involving a Metro vehicle, property, or passenger without authorization from a supervisor or the police will result in suspension or termination.
3. Refusal to Give Testimony or Cooperate in an Investigation - Refusing to give testimony and/or cooperate in any accident, incident, infraction, disciplinary or other investigation or personnel evaluation,

including any performance evaluation associated with probationary employees or training, will result in termination. Metro employees are required to provide relevant and truthful information within their knowledge related to matters that are the subject of an ongoing investigation, upon request from Metro management personnel.

4. Failure to Submit a Written Accident, Incident, or Infraction Report – Failure to submit a written accident, incident, or infraction report within 24 hours (unless otherwise instructed by management) following the occurrence will result in disciplinary action.

5. Failure to Notify Metro of Work-Related Injury or Illness - Any work-related injury or illness sustained by an employee arising out of her/his employment and occurring in the course of employment must be immediately reported to her/his supervisor and Metro's designated report form completed and submitted within 24 hours of such occurrence unless otherwise authorized by management. Failure to immediately report or late reports of Work-Related Injury or Illness will result in disciplinary action.

6. Failure to Follow Accident, Incident, or Infraction Procedures - Failure to follow the established Metro policies, procedures, rules, and/or bulletins when involved in any accident or an incident will result in disciplinary action.

7. All discipline regarding safety violations that have resulted in an accident, incident, or infraction, or was otherwise deemed unsafe and endangered life, or property, will count toward progressive discipline for twenty-four (24) months. Nothing herein shall prevent or prohibit the application of discipline as outlined in Article 13.

C. Assault in The Line of Duty

Should an employee be assaulted while in the performance of their duty, if physical contact is made with the employee's person, or if the employee is in no condition to operate a Metro vehicle, such employee shall be relieved from duty with pay for the remaining part of the employee's shift. If because of the assault the employee sustained injuries and is not able to work, the employee shall not lose any pay for the period up to and before the start of indemnity benefits as provided under the Nebraska Workers' Compensation Act, unless otherwise provided under the Nebraska Workers' Compensation Act, provided, documentation of a police report, and doctor's statement detailing nature of injury and their inability to return to work is submitted.

D. Electronic Devices and Distracted Drivers

Use of any electronic device or other devices that causes or may potentially cause, distracted driving including but not be limited to, any manner of cell phone usage, or viewing or sending text messages, use of any in-ear device, or any other music delivery device, while operating a Metro vehicle, unless such device is required for business of Metro.

- a. First Offense: Written Warning;
- b. Second Offense: 5-day Suspension;
- c. Third Offense: Discharge.

1. In the event a preventable accident or incident occurs while the employee is using any electronic device, the employee is subject to termination.
2. All discipline for violation of Electronic Devices and Distracted Drivers shall remain in the employee's permanent personnel file for the duration of employment.
3. Nothing in this Article shall prevent or prohibit the suspension, discipline, or termination of an employee as provided for in Article 13 of this Agreement.

Section 10. Electronic Surveillance

Metro and the Union agree that on board vehicle and facility video surveillance is for the safety of employees, passengers, and Metro. Metro may use/review the video surveillance system to investigate safety concerns, accidents, incidents, infractions, and complaints, utilize video surveillance for the training of new employees or for the retraining of employees. Metro will not engage in video surveillance that involves disparate, arbitrary fishing or the targeted surveillance of employees.

If the video surveillance system is reviewed based on a complaint, Metro will limit the review of the surveillance system to ten (10) minutes prior to or after the time provided by the complainant; however, should any infraction/violation of Metro's policies, procedures, rules, bulletins, or this Agreement is discovered during said time, Metro may review the video surveillance system up to one (1) hour prior or after the time of the reported and or validated accident, incident or complaint.

Within three business days, Metro will notify the employee and the Union of any complaints for which the surveillance system is being reviewed. Upon requests of the employee or the Union, Metro will coordinate for the employee, and or the Union to review available recording of the surveillance system prior to, and/or during a grievance or pre-determination hearing.

ARTICLE 23 – No changes

Seniority & Transferring Sections

Section 1. The senior employee in their Section (Maintenance has two Divisions, called; Maintenance Shop and Utility Garage) shall have first right to the week/weeks of their choice. Requests for vacation shall be submitted to the Department Supervisor for approval.

Section 2. Except as otherwise permitted in this Agreement all employees who are absent for more than one (1) year will lose all Section, Company and wage seniority, unless such benefits in respect of such service as may be required by federal, State or local law, rule or regulation.

Section 3. Employees will be added to the seniority roster on their first day of work. If two (2) or more employees report for work on the same day, the order in which they will be added to the seniority roster will be determined by drawing from a deck of playing cards.

Section 4. For Transportation and Paratransit Sections; Full Time Regular and Extra Board Employees seniority is established when training is completed, (for the purposes of their initial pick only).

Section 5. For those Sections that have full-time and part-time employees, full-time employees are senior to part-time employees.

Section 6. Paratransit Section Only, Should the need arise after all part time employees in their job classification have been laid off the least senior full-time employee starting with the car operator who is not a qualified van operator shall be laid off first and so on up the list as layoffs are required.

Section 7. Bidding Rights to Open Positions. Employee(s) in their Section shall have first bidding rights for position(s) posted within their Section, followed by person(s) companywide; except in Maintenance Section where employees in their Division bid first followed by the other Maintenance Division and finally company wide.

Section 8. Any employee in any Section has the right to return to their previously held job position, within ninety (90) day, unless their previously held position has already been filled or provided there is an opening.

Section 9. Once an employee has transferred to another Section, they may not submit a bid for another job vacancy for 180 days after such move.

Section 10. Employees moving from another Section within Metro must be granted a higher seniority based on company seniority ahead of new hires with the same date of hire. Order of bidding in the new Section will be based upon seniority date established as of the effective date of transfer. Service time spent in the former Section(s) will be credited for the purposes of vacation time earned and pension only; but does not carry forward when transferring to the new Section.

Section 11. When employees transfer from one Section to another, the Employee will start at the prevailing bottom rate of pay, unless bid position in Maintenance or BG&E Sections.

Section 12. Seniority cannot be used to bump another employee in another section for any reason.

ARTICLE 24

Attendance

Attendance and Leave of Absence

Regular and predictable attendance is an essential job function, and all employees are required to be available to perform their regularly scheduled assigned work schedules and job duties. Employees are required to fulfill minimum attendance standards. Employees who fail to report for work, report late for work, or fail to complete their regularly scheduled work assignment, other than those absences expressly excluded by this Article, will be subject to disciplinary action, as stated below.

Section 1. Absence Occurrences

1. An absence occurrence means an unexcused, nonscheduled, or non-preapproved absence from scheduled work.
2. Employees must report their impending absence from work by notifying the Dispatch Center, immediate supervisor, or manager at least one (1) hour prior to their scheduled report time. Nonetheless, said absence will still be counted as a nonscheduled or non-preapproved absence and will be assessed according to the absence occurrence disciplinary progression set forth in this Article.

3. Except for emergencies where the employee provides documented evidence to Metro's satisfaction, all unexcused, nonscheduled, or non-preapproved absences will be counted as occurrences including absences related to sickness.
4. Unexcused absences that exceed two (2) consecutive workdays will incur additional absence occurrences per day, except when the employee provides a physician's excuse. Employees absent because of illness for three (3) consecutive workdays will be required to submit medical documentation and a return to work to Human Resources prior to returning to work.
5. An employee who is absent from work more than one (1) day must call his/her immediate supervisor by 3:00 pm daily for the next day report time, and by 5:00 am daily for the same day, afternoon report time. Failure to do so will cause the employee to be charged with an absence occurrence.
6. Pre-approved paid leave may be used for personal business, illness, or medical appointments provided that such leave was submitted and approved in advance as per Article 26 Section 2.
7. Pre-approved paid time leave will not be approved for any period less than four (4) hours to enable Metro to coordinate the appropriate coverage of the employee's schedule, except with management pre-approval.

Section 2. Absence Occurrence Disciplinary Progression Within 12-months:

- 1st Absence Occurrence No-Fault
- 2nd Absence Occurrence No-Fault
- 3rd Absence Occurrence No-Fault
- 4th Absence Occurrence Verbal Written Warning
- 5th Absence Occurrence Written Reprimand
- 6th Absence Occurrence Written Reprimand with three (3) day Unpaid Suspension
- 7th Absence Occurrence Discharge

Absence occurrences will remain on the employee's record for six (6) months from the date of the occurrence and will be removed thereafter.

See section 6 for unexcused absences incurred while using Paid Time Off for Sickness.

Section 3. Late Report to Work:

- a. A late report occurrence means failure by an employee to report on-time and at the proper place for a scheduled work assignment. Late report occurrences will be assessed for:
 1. Failure to report on time, either at or before the scheduled report time for operators.
 2. Failure to report within three (3) minutes of any scheduled report time for employees other than Operators.

b. Late Report to Work –Disciplinary Progression Within 12 months:

- 1st Offense No-fault
- 2nd Offense No-fault
- 3rd Offense No-fault
- 4th Offense Verbal Written Warning
- 5th Offense Written Reprimand
- 6th Offense Written Reprimand with three (3) day Unpaid Suspension
- 7th Offense Discharge

c. Two (2) late reports without notifying the Dispatch Center, immediate supervisor, or manager at least one hour prior to employee’s report time will be counted as one (1) absence occurrence.

Late Report occurrences will remain on the employee’s record for six (6) months from the date of the occurrence and will be removed thereafter.

Section 4. Absence Without Leave (AWOL)

a. Absent Without Leave (AWOL) means any employee who fails to notify the Metro of an absence within four (4) hours after his/her scheduled starting time or fails to report for a scheduled employer-authorized medical examination and/or appointment for treatment within thirty (30) minutes after the time of the appointment is considered to be absent without leave. AWOLs will be counted in the absence occurrence disciplinary progression set forth in this Article.

b. Non-consecutive days of AWOL will result in the following:

- 1st Offense Written Reprimand
- 2nd Offense Three (3) day unpaid suspension
- 3rd Offense Discharge

c. Two (2) consecutive scheduled workdays an employee is AWOL shall be considered job abandonment and subject to discharge.

Section 5. Excused Absences

Absences excluded from the absence occurrence disciplinary progression are defined as follows:

1. Scheduled Vacation Leave
2. Approved Leaves of Absence
3. Paid Holidays
4. Approved Bereavement
5. Jury/Election Duty with advance notification
6. Disciplinary Suspensions
7. Documented Court Ordered Appearances with advance notification
8. Metro determined compensable Work-Related Injury
9. Absence due to a certified serious medical condition as provided for under the Family Medical Leave Act, (FMLA)

10. Excused Absence for Union business with advance notification
11. Preapproved time off for medical appointments
12. Hospital confinement
13. Military Leave – See article 30
14. Emergencies – Documentation to Metro’s satisfaction must be presented by employees to their immediate manager, within twenty-four hours after the absence occurrence.

Transitioning from the Attendance Point System to the No-Fault Attendance Progression:

To transition to the no-fault attendance system, on 1/1/2023, all attendance points for unexcused absences and late reports incurred by 12/31/2022 will be removed from all employees. All points for unexcused absences incurred between 1/1/2023 and the ratification of this Agreement will be removed for all employees. No points will be removed for AWOLs.

Section 6. Paid Time Off for Sickness (PTOS)

In addition to accrued paid vacation leave and Metro recognized paid holidays which may be used for preapproved time off as provided by Articles 20 and 21, employees may accrue up to a maximum of thirty-nine (39) hours of paid time off for sickness per calendar year available to be used for sickness beginning January 1 of each calendar year.

As an incentive for good attendance, employees who have successfully completed their employment probationary period as provided for in this Agreement and have achieved zero (0) unexcused absences during said pay period may earn an additional one (1) and half (1/2) hours of Paid Time Off for sickness to be used for a future pre-approved sick absence. The employee must have worked a minimum of sixty (60) hours of work which may include preapproved vacation taken during said paid period to qualify for the additional one (1) and half (1/2) hours of Paid Time Off for Sickness.

No employee shall accrue more than thirty-nine (39) hours of regularly scheduled paid time off for sickness per calendar year.

Any regularly scheduled workday before and any regularly scheduled workday after a Metro recognized paid holiday must be worked to qualify for paid time off for sickness.

Paid Time Off for Sickness may only be used for employee sickness and may not be used concurrently with Short Term Disability (STD). Any regularly workday before and any regularly scheduled workday after a Metro recognized paid holiday must be worked to qualify for paid time off for sickness. Employees may not use Paid Time off for Sickness for absences during any working holidays, nor before or after New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

Employees may use Paid Time Off for Sickness without incurring an absence occurrence if they first report their impending absence from work by notifying the Dispatch Center, immediate supervisor, or manager at least one (1) hour prior to their scheduled report time, provided that a vacation slot is available. Otherwise, unexcused absence occurrences incurred when Paid Time Off for Sickness is used, will be based on a rolling six (6) month period.

No employee shall have more than a maximum of thirty-nine (39) paid sick hours available to them at any one time during any calendar year.

On December 31 of each calendar year, all unused Paid Time Off for Sickness accrued by an employee under this Article that are still available but not yet used by the employee will be paid by Metro during a regularly scheduled pay period during the month of January as a non-wage lump sum calculated at the employee's hourly rate of pay on December 31 multiplied by the number of hours still available but not yet used. Available but not yet used Paid Time Off for Sickness will also be paid to an employee who officially retires. Under no other qualifying circumstances shall Metro pay available but not yet used Paid Time Off for Sickness.

Approval of full day preapproved sick leave will be conducted as per Article 26, sections 2 and 3.

Section 7. Pre-approved Medical Appointments

Employees who pre-schedule medical appointments of up to four (4) hours for themselves, their spouse, or their children under the age of nineteen, or disabled dependents, and provide advance notification of at least two business days of their scheduled appointment to Dispatch, their immediate supervisor or manager, may be allowed excused time off paid or unpaid for said appointment based on staff coverage.

The number of preapproved sick leave per day will be approved as per Article 26, section 3.

Section 8. Leave of Absence (LOA)

LOA may be granted by Metro's CEO, on a case-by-case basis upon reasonable notice. The maximum time for LOA or without loss of Section seniority is ninety 90 calendar days.

All employees that are granted a LOA will be required to pay the COBRA insurance premium rate under the following schedule:

- (A) 0 – 14 Days No Penalty
- (B) 15 – 30 Days Employee to pay one-half of the cobra monthly insurance premium.
- (C) 31 Days and Over Employee to pay full cobra monthly insurance premium.

Section 9. No Leave of Absence will be granted to an employee to engage in other work or employment.

Section 10. Failure to report for work upon the expiration of LOA, without being excused by Metro's CEO, shall constitute job abandonment, and serve as cause for discharge.

Section 11. Nothing herein this Article shall prevent discharge of an employee as outlined in Article 13 of the Agreement.

ARTICLE 25

Layoff

Section 1. Should layoffs occur in any Section(s), employees shall be laid off in the reverse seniority order (lowest seniority first). In the event of recall, recall shall be most senior first from their Section(s), provided that the employee reports back to duty within seven (7) working days of the date of notification of recall. Should he/she not report, the next most senior person would be recalled until position is filled.

Section 2. Seniority cannot be used to bump another employee with lower seniority in another Section during layoff.

A laid off employee will remain active for the purposes of re-hiring up to one (1) year after layoff. An active employee has first right to bid on open job positions. If not filled, then a laid off (active) employee is next in line, but must be qualified for the job, then hire from the outside.

ARTICLE 26

Vacations

This article is only applicable to full-time employees under this Collective Bargaining Agreement

Section 1.

Definitions

Calendar Year – January 1st to December 31st

Full-Time - Those employees who are not in a position classified as part-time

Proration - When vacation hours are prorated the employee's month and calendar day of hire shall be used as the beginning/start of a full work month, and then each successive month on that day thereafter will be counted as a full month of work. Only increments of full months will be used for proration.

Section 2.

- (A) All applicable employees will choose vacations within their Section and in seniority order.
- (B) Employees may take half-day or full-day vacations. Employees working 10-hour day schedules may use 10 hours of vacation per day.
- (C) If available, employees may, opt to use up to three (3) weeks of vacation at Day-at-a-Time, (DAT).
- (D) DAT cannot be requested/used the day of.
- (E) Seven (7) days' notice is required to have your name on the request list for DAT paid day off Open slots will be filled based on seniority and posted on day six (6); however, personal holidays take precedence. After the list is posted, open slots are approved on a first come first serve basis.

Active US military or honorably discharged US Veterans will have priority based on seniority to pick vacations during the week of Veterans Day or for DAT requests on the actual day of Veterans Day.

(F) Requests for changes in vacation shall be submitted to the Department Supervisor for approval.

(G) Employees shall be awarded and deemed to have earned three days of vacation time upon successful completion of their initial training period. These will be immediately available for use in accordance with all other requirements.

(H) An employee who leaves the service of Metro after passing said Anniversary date shall be entitled to all earned vacation due, including a proration based upon the amount of time worked beyond the Anniversary date in that calendar year.

(I) No employee shall work his/her vacation except in cases of a Metro declared emergency, or except with mutual consent between Metro and the Union.

(J) Change of Vacations. Bid vacations may be changed under the following conditions:

- i. An employee requests one (1) or more unused weeks of vacation with advanced notice be changed to a period when the employee is unable to work due to a physician certified serious medical condition.
- ii. An opening is available due to the termination of employment of another employee, in the same department for any reason.
- iii. Any time Metro grants an employee's request for change.
- iv. All employees shall be allowed to change vacation period to a vacant week, provided one (1) week notice is given, and a slot is already available.
- v. Whenever a vacation bid week is made available by a change for one of the above reasons. It is understood that a vacated week will not be posted if a change has been allowed per the above conditions and said change allowed for more employees off work in that week than originally posted and bid.

(K) It is understood that when vacation payment is made as per (J) (i). in this article, no Short-Term Disability or Paid Time Off for Sickness shall be paid.

(L) The period made vacant by reason of an employee being permitted to change his/her vacation to another period will be posted on the bulletin board when and as they occur. The newly vacated periods will be picked according to seniority within the seven (7) days after posting. If not picked within that time, the vacant period will be forfeited and closed.

(M) Vacation periods may be changed by the Department head involved. Any changes must be made no later than three (3) weeks before the vacation period is to begin when slots were previously full.

(N) It will be the responsibility of each employee to observe and notify their supervisor of his or her pick of vacant period, if they so desire. The supervisor is not required to call the employee's attention to the posted list or ask the employee to pick.

(O) The new vacation bid assignment will not be made until the close of the above mentioned seven (7) day period.

(P) Qualification. An employee must have worked their full scheduled days for 75% of the regularly scheduled workdays in the preceding calculation year in order to qualify for a full vacation allotment in the succeeding calendar year. Employees who have worked less than the 75% requirement shall be eligible for paid vacation benefit based upon the percentage actually worked, times the number of vacation hours as per Section 2 (R) of this Article. The calculation year for the computation will be the time of November 1st through October 31st, preceding the vacation pick. This does not apply to individuals who started their first time of employment during the preceding calendar year. Those individuals shall receive their estimated full allotment based on Section 2 (R) below.

(Q) An employee may carryover up to 1 week of vacation to the following calendar year. A request to do so must be submitted in writing by November 1st of each year. Otherwise, any unused earned and awarded vacation or holidays will be paid to the employee, during the first pay period in December of each calendar year. Carryover vacation days may be picked after all employees had completed their vacation pick, or may be used as DAT. Carryover vacations must be used by the next calendar year.

(R) Weeks of Vacation

At the start of a calendar year vacation time will be awarded to all employees based on what is anticipated to be earned through their anniversary date during that calendar year. Some part or all of this time may be in advance of his/her Anniversary date for that year. Vacation is earned by an employee based on their prior calendar year anniversary through their current calendar year anniversary. However, in the event an employee subsequently leaves the service of Metro prior to his/her Anniversary date, any excess vacation allowance previously paid for during that calendar year will be deducted in the final settlement on a prorated basis.

Vacation shall be available as detailed below:

(A) Transportation Section:

| Continuous Service Period Required | Vacation Period Allowed | Basis Of Pay Allowance |
|---|-------------------------|------------------------|
| After the completion of training period | 3 day | 25.5 Hours |
| 2 nd Calendar year through the 5 th Calendar year | 2 Weeks | 85.0 Hours |
| 6 th Calendar year though the 11 th Calendar year | 3 Weeks | 127.5 Hours |
| 12 th Calendar year through 18 th anniversary years | 4 Weeks | 170.0 Hours |
| 19 th Calendar year and all subsequent calendar years | 5 Weeks | 212.5 Hours |

(B) Maintenance, Paratransit, BG&E and Custodial Sections:

| Continuous Service Period Required | Vacation Period Allowed | Basis Of Pay Allowance |
|---|-------------------------|------------------------|
| After the completion of training period | 3 day | 24 Hours |
| 2 nd Calendar year through the 5 th Calendar year | 2 Weeks | 80 Hours |
| 6 th Calendar year though the 11 th Calendar year | 3 Weeks | 120 Hours |
| 12 th Calendar year through 18 th anniversary years | 4 Weeks | 160 Hours |

Section 3. Vacation Slots in each Section:

To ensure appropriate operational coverage the following slots of bid vacations will be allowable.

In the case that significant staffing shortages that will likely disrupt service, the number of allowable vacations will be adjusted as needed in each of the following sections to meet the operational needs of Metro.

If an employee does not have sufficient vacation accrued prior to taking vacation, then the approval of time off shall be revoked.

Regularly scheduled day off, STD, LTD is not figured into the total number of employees allowed off.

(A) Transportation Vacation Slots

Except for the times below, the total number of vacation slots will be 9.5 % of the total number of regular and relief runs at the time that the vacation bid is posted:

- For the week of the Christmas holiday – There will be two (2) additional vacation slots
- For the day after Thanksgiving – There will be two (2) additional vacation slots
- For the week of the Fourth of July – There will be one (1) additional vacation slot
- For the two weeks of the College World Series – Vacations slots will be reduced by two (2)

Non-Bid Available Paid Time Off Daily (slots)

- A. Open or un-picked vacation slots will be available for DAT.
- B. In addition to bid/scheduled vacation slots, five (5) Transportation Operators will be approved to be off on paid vacation daily, except in the case of significant staffing shortages. See Section (2)(E).

(B) Maintenance Section

Employees will choose their vacations according to seniority in each Division, (Maintenance Shop or Utility Garage). Stores positions are a part of Maintenance Shop Division.

Day Shift – Two (2) employees per week, except the period of May 15 through September 15 and Thanksgiving and Christmas week, and the two (2) weeks of spring school break, where one (1) additional slot will be available.

Night/overnight Shift – One (1) employee per week all year except the period of May 15 through September 15 and Thanksgiving and Christmas week, and the two (2) weeks of spring break, where one (1) additional slot will be available.

Parts and Body Shop employees will be excluded from Mechanic's vacation slots.

Utility Garage - One (1) day employee per week/ One (1) night employee per week and all year all year.

Maintenance employees with conflicting work/job schedules will not be allowed on vacation at the same time, unless approved by Metro, in advance. Should staffing levels in Maintenance Section change, the number of vacation slots will be reviewed and adjusted up or down accordingly.

(C) Paratransit Section, shall be:

The total number of vacation slots will be 9.5 % of the total number of regular runs and extra board at the time that the vacation bid is posted, plus one (1) DAT, except in the case of significant staffing shortages.

(D) BG&E and Custodial Sections - One (1) employee per section per week all year.

ARTICLE 27

Medical Examinations

Section 1. Periodically, any employee shall submit to a medical examination by a qualified physician chosen by Metro as and when required by Metro.

Section 2. All employees employed in a job position with essential functions that requires a valid DOT medical certification in order to remain qualified to perform the essential duties of the job, are required at all times to have, hold, and continuously maintain a valid DOT medical certification card issued by Metro's designated Medical Review Officer "MRO". Metro will not accept nor recognize any DOT medical certification card issued by any other DOT certified medical examiner, except as otherwise issued pursuant to this Article 27.

Section 3. All employees employed in a position that includes duties, which are designated by Metro or by application of federal or state law, to require a valid state issued CDL, are required to have, hold, and continuously maintain a valid state issued CDL with all applicable CDL Endorsements and without CDL Restrictions.

Section 4. Upon any event or occurrence, which shall eliminate the employee's qualification in performing the essentials functions of their primary or secondary job classification, including the loss, suspension, disqualification, or revocation of a valid stated issued CDL and/or DOT medical certification card issued by Metro's MRO; said employee shall immediately notify Metro and be relieved of their duties, without regular pay until such specified time as the employee acquires a valid state issued CDL and/or a DOT medical certification card issued by Metro's MRO.

Section 5. In the event that any employee required by this Agreement to hold a DOT medical certification card should disagree with the determination of the MRO, the employee must have an examination performed by a DOT certified medical examiner of his or her choosing, and at his or her own expense. The employee must notify Metro of his or her disagreement with the diagnoses of Metro's MRO in writing within 7 calendar days of examination by Metro's MRO before seeking examination by a DOT certified medical examiner of his or her choosing.

Section 6. Within 7 calendar days following examination by the employee's DOT certified medical examiner of his or her choosing, all relevant medical records must be immediately released and forwarded to Metro's MRO for review. Metro's MRO will review the medical records within 7 calendar days and Metro will respond to the employee.

Section 7. In the event of a disagreement between Metro's MRO and the employee's chosen DOT certified medical examiner, Metro and the employee and/or the Union shall mutually agree on a third independent DOT certified medical examiner within than 7 calendar days, unless otherwise by mutual agreement.

Section 8. In the event Metro, and the employee and/or the Union cannot reach agreement on the third independent DOT certified medical examiner, all parties agree to follow the same process as outlined in General Provision Article 12, Grievances and Arbitration.

The third independent DOT certified medical examiner shall examine the employee and the opinion of that third independent DOT certified medical examiner shall be final. Expense for the third DOT certified medical examiner's opinion shall be shared equally between Metro and the employee involved. If found in the favor of the employee, no Attendance Infractions-will be assessed.

Section 9. Employees who are sick or have an active Family Medical Leave Act designation and unable to perform their regular duties must call in at least one (1) hour prior to their report time. Employees returning to work after being off must call in prior to 3:00 pm the day before returning to work.

Section 10. Employees who have been off sick for three (3) or more consecutive days must furnish a release to work from their primary care physician (PCP) and obtain a fitness for duty release from the Metro's MRO prior to returning to work.

ARTICLE 28

Allowances for Accident /Incident Reports

When required by Metro, allowances for accident and incident reports must be paid at the employees' straight time rate except when completed during the employees' assigned shift/run for that day. Allowances will be 35 minutes for an accident report, 15 minutes for an incident report, and a maximum of 5 minutes for all fare box reports, per day, all at straight time.

ARTICLE 29

Alternate Job Classification

The Paratransit car, "Alternate Job Classification" has been instituted for all employees who perform additional work, after they have completed their primary job duties. Employees will not be allowed to book off their primary job for the Alternate Job Classification work unless approved in advance, but no sooner than 3:00 pm the previous day, excluding holidays, by Metro. The rate of pay is \$11.00 per hour, but will always be paid at, time and one-half rate of \$16.50 per hour.

ARTICLE 30

National Defense

Any employee covered by this Agreement who is a member of the National Guard, Army Reserve, Naval Reserve, Merchant Marine Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, or United States Service Member and are employed with or without pay under the orders or authorization of competent Metro in the active service of the state or of the United States, or who are otherwise benefited by the federal Uniformed Services Employment and Reemployment Rights Act of 1994, (38 U.S.C. Chapter 43, as amended from time to time) shall be accorded such benefits in respect of such service as may be required by the laws, as may be applicable, of the State of Nebraska and the United States.

ARTICLE 31

Uniforms

Section 1. All employees covered by this Agreement must be in uniform at all times. See the respective Uniform book or handout for further information.

All new hires will immediately receive a uniform allowance. Should a new hire leave Metro prior to their one-year anniversary, the uniform allowance will be pro-rated by month and the employee will owe Metro the balance.

Each year on their anniversary date, every employee shall receive a uniform credit as stated on the table below, which is taxable, at Metro’s designated official uniform supplier. Metro will adhere to any change(s) in IRS regulations.

| | |
|-----------------------------|----------|
| Operators, Bus/Paratransit: | \$270.00 |
| Maintenance/BG&E: | \$320.00 |
| Custodial: | \$255.00 |

Section 2. Employees must be in an officially designated uniform as outlined in the respective Section Uniform Program Book. A mutually agreeable bulletin will be posted each spring/fall with the start and end dates for the summer/winter uniforms for each Section. Operators may wear a single mutually agreed Union pin on their uniform shirt/jacket lapel.

Section 3. New Operators are required to purchase their uniform items prior to being released from Operators-in-training.

Section 4. New employees in Maintenance, BG&E or Custodial Sections will need to be in uniform within 2 weeks unless by mutual agreement on extension of time between the employee and Metro.

Section 5. By mutual agreement, this Article may be modified or terminated, as necessary, in whole or part. Should a uniform rental program be instituted the annual uniform credit for that Section(s) would discontinue.

Section 6. All employees will be allowed to carryover a maximum of \$100.00 in uniform credit from year to year.

ARTICLE 32

Insurability

Nothing in this Agreement nor in any Work Rule shall be construed to prohibit Metro from disciplining (up to and including discharge) any employee whose duties include the operation of any bus, van or other motor vehicle that is owned, operated or controlled by Metro whenever such employee is determined to be ineligible for insurance coverage, upon any event or occurrence, because such employee at any time fails to meet the eligibility criteria established, from time to time, by any insurance carrier providing any policy of insurance covering the employee or Metro’s operations. For avoidance of any doubt, such discipline shall not require that the employee must be given any warning notice prior to taking any discipline for such reasons.

ARTICLE 33

WAGES

Wages and Conditions Affecting Pay

A. Transportation Section

Section 1. Wages of Bus Operators shall be as follows:

| | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|---------------|-----------------|-----------------|-----------------|
| 1st 12 Months | \$23.98 | \$24.70 | \$25.44 |
| 2nd 12 Months | \$24.71 | \$25.45 | \$26.21 |
| 3rd 12 Months | \$25.48 | \$26.25 | \$27.03 |
| 4th 12 Months | \$27.16 | \$27.98 | \$28.82 |
| Thereafter | \$28.20 | \$29.05 | \$29.92 |

- a. Operators without a chargeable accident or incident will be moved to top wage at three (3) consecutive years of service. For each chargeable accident, the effective date will be pushed back three (3) months with four, (4) years being the maximum time to obtain top wage.

b. Maintenance Section

Section 1. Classifications and wages of Maintenance Shop employees shall be as follows:

| | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|---------------------------------------|-----------------|-----------------|-----------------|
| Master Electrical/Electronic Mechanic | \$37.00 | \$37.74 | \$38.87 |
| Electrical/Electronic Mechanic | \$32.63 | \$33.29 | \$34.29 |
| Leadman * | \$32.00 | \$32.64 | \$33.62 |
| 1 st Class Mechanic ** | \$31.63 | \$32.26 | \$33.23 |
| 2 nd Class Mechanic ** | \$30.24 | \$30.84 | \$31.77 |

| | | | |
|---|---------|---------|---------|
| 3 rd Class Mechanic ** | \$28.99 | \$29.57 | \$30.46 |
| Helper | \$25.06 | \$25.56 | \$26.33 |
| Apprentice ** | \$24.01 | \$24.49 | \$25.22 |
| 1 st Class Body Shop | \$28.99 | \$29.57 | \$30.46 |
| 2 nd Class Body Shop | \$25.06 | \$25.56 | \$26.33 |
| Master Automotive Mechanic | \$32.63 | \$33.29 | \$34.29 |
| 1 st Class Automotive Mechanic | \$31.63 | \$32.26 | \$33.23 |
| Automotive Mechanic | \$30.93 | \$31.55 | \$32.50 |
| Automotive Mechanic Helper | \$29.61 | \$30.20 | \$31.11 |
| 1 st Class Stores | \$22.29 | \$22.96 | \$23.65 |
| 2 nd Class Stores | \$20.59 | \$21.21 | \$21.84 |

(*) Metro reserves sole rights to promote internal candidates into these new positions.

(**) To qualify for promotion, the employee must have and maintain satisfactory on-going quality and quantity of work to continue in same job classification.

- a. Automotive Maintenance Classifications do not require employees to have a Commercial Driver License (CDL).
- b. Metro reserves its sole right and discretion to hire Mechanic Intern(s). This position is for student(s), who are attending a trade school and are required to have on-the-job-training prior to graduation of their program. The Mechanic Intern is not a collective bargained position and is not covered by this Agreement.

Section 2. Classifications and wages of Utility Garage employees shall be as follows:

| Utility Garage | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|--|-----------------|-----------------|-----------------|
| 1 st 12 months | \$23.22 | \$23.91 | \$24.63 |
| 2 nd 12 months | \$24.08 | \$24.80 | \$25.55 |
| Thereafter | \$24.97 | \$25.72 | \$26.49 |
| <hr/> | | | |
| Utility Garage employees hired prior to 7/1/16 | \$27.89 | \$28.73 | \$29.59 |

The Utility Garage shall perform bus placing, bus washing, parking, fueling, engine and radiator washing, bus barn cleaning, and other duties as assigned.

C. Paratransit Section

Section 1. Classifications and wages of Paratransit Operators shall be as follows:

| Part A: Operators (Van) Classification | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|--|-----------------|-----------------|-----------------|
| 1st 12 Months | \$20.03 | \$20.63 | \$21.25 |
| 2nd 12 Months | \$20.64 | \$21.26 | \$21.90 |
| 3rd 12 Months | \$22.11 | \$22.78 | \$23.46 |

| | | | |
|---------------|---------|---------|---------|
| 4th 12 Months | \$22.81 | \$23.50 | \$24.20 |
| Thereafter | \$23.47 | \$24.18 | \$24.90 |

| | | | |
|---|-----------------|-----------------|-----------------|
| Part B: Operators (Car) Classification. | 1/1/2023 | 1/1/2024 | 1/1/2025 |
| 1st 18 Months | \$15.22 | \$15.68 | \$16.15 |
| 2nd 18 Months | \$15.81 | \$16.28 | \$16.77 |
| Thereafter | \$16.41 | \$16.90 | \$17.41 |

- a. Van Operators obtain top wage at four years of continuous service after release from training. Employees transferring from another Section to Paratransit (Van or Car) the employee will start at the prevailing 1st 12 Months wage.
- b. Van Operators without a chargeable accident or incident will be moved to top wage at three (3) consecutive years of service. For each chargeable accident the effective date will be pushed back three (3) months with four (4) years being the maximum time to obtain top pay.

D. Building Grounds and Equipment (BG&E) Section

Section 1. Classifications and wages for the BG&E shall be as follows:

| BG&E | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|-------------------------|-----------------|-----------------|-----------------|
| Leadman/Staff position* | \$32.00 | \$32.64 | \$33.62 |
| Senior Building* | \$27.82 | \$28.65 | \$29.51 |
| 1st Class Building** | \$25.19 | \$25.95 | \$26.73 |
| 2nd Class Building*** | \$22.95 | \$23.64 | \$24.35 |
| Senior Grounds Fieldman | \$20.81 | \$21.43 | \$22.07 |
| Grounds Fieldman*** | \$19.63 | \$20.22 | \$20.83 |

Step increases for BG&E employees shall be as follows:

- * Up to 5 years to advance to next grade, if opening only
- ** Up to 5 years to advance to next grade
- *** Up to 3 years to advance to next grade

- a. Leadman pay will not be awarded to other employees in the department when Leadman is not present or on vacation or on a regular day off (RDO).
- b. Metro reserves the right to change the Leadman position as an administrative staff position at its sole and absolute discretion (non-collective bargaining position).

E. Custodial Section

Section 1. Classifications and wages for Custodial shall be as follows:

| | | | |
|-----------|-----------------|-----------------|-----------------|
| Custodial | 1/1/2023 | 1/1/2024 | 1/1/2025 |
|-----------|-----------------|-----------------|-----------------|

| | | | |
|-----------|---------|---------|---------|
| Leadman * | \$17.88 | \$18.42 | \$18.97 |
| Laborer | \$17.60 | \$18.13 | \$18.67 |

* Up to 3 years to advance to next grade, if opening only.

F. Overtime All Classifications:

Except as otherwise provided in this Agreement, overtime will be paid at the rate of one and one-half the hourly rate for work or compensable time performed in excess of forty (40) hours per week, as follows:

- I. All time actually worked and report time as identified on an employee’s bid shall count towards the overtime computation.
- II. Paid holidays shall be counted towards the overtime calculation, if the employee qualifies for holiday pay in accordance with Article 20 by working the regularly scheduled day before and after the holiday.
- III. Vacation time shall be counted towards the overtime calculation, if vacation time was pre-approved at least the day prior and in accordance with Article 26, Section 2(E).
- IV. In the event that an employee, with consent of a supervisor, opts to work during a pre-approved full vacation day, time actually worked (plus report time) will be paid at the rate of one (1) and half (1/2) times the hourly rate, while vacation time taken for said period of time will be paid at a straight time rate of pay. In such a case, the vacation time taken shall not be computed towards the overtime calculation.
- V. All other paid or unpaid time will not be considered for the purpose of computing overtime pay, including paid time off for sickness, pad time, or vacation that is not approved in advance in accordance with Article 26, Section 2E. The wage difference during shift differential pay, and paid time in which an employee is already paid at the rate of one and one-half the hourly rate shall not be added to the base rate in the computation of overtime.

ARTICLE 34

Paid Parental Leave

Metro provides eligible employees with time off for the purposes of caring for and bonding with a newborn infant(s) or minor child or children following birth, adoption, or foster placement.

Eligible employees must meet all the following criteria:

- Employed as a full-time employee with a regular work schedule of at least forty (40) hours per week; and
- Employed full-time with Metro for a minimum of six (6) consecutive calendar months immediately preceding the date the Parental Leave is to begin; and

- Agree to return to employment after completion or exhaustion of approved Parental Leave.

Parental Leave is applicable for eligible employees for the following reasons:

- Have given birth to a child;
- Be a spouse of a woman who has given birth to a child;
- Be the biological parent, or spouse of the biological parent, of the minor child; or
- Have adopted or received foster placement of a minor child or children (in either case, the child must be age 18 or younger).

Parental Leave is not available to employees for the adoption of a stepchild or stepchildren by a stepparent.

III. Amount, Time Frame and Duration of Parental Leave

Eligible employees may receive a maximum of four (4) weeks (20 workdays for those who work five (5) days per week or 16 workdays for those who work four (4) ten (10) hour days per week) of Parental Leave per birth, adoption, or placement of a minor child/children in a rolling twelve (12) calendar month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that twelve (12) calendar month time frame.

In the event of a multiple birth, adoption or foster placement of a minor child or minor children occurs (e.g., the birth of twins or adoption of siblings), the eligible employee in no case will receive more than four (4) weeks (20 workdays/16 workdays for those working an alternate schedule as described above) of Parental Leave in a rolling twelve (12) calendar month period.

Eligible employees may use Parental Leave all at once or incrementally. Must schedule such increments of at least one (1) week (5 consecutive workdays).

All Parental Leave must be used within the twelve (12) weeks immediately following the birth, adoption or foster placement of a minor child or children, and so long as the eligible employee has a continuing parental role with the minor child whose birth or placement was the basis for the Parental Leave.

Unused Parental Leave. Parental Leave may not be used or extended beyond the twelve (12) weeks immediately following the birth, adoption or foster placement of a minor child or children.

Any unused Parental Leave shall be forfeited by the eligible employee at the end of the twelve (12) weeks immediately following the birth, adoption or foster placement of a minor child or children.

Upon voluntary or involuntary termination of the employee's employment, any unused Parental Leave shall end.

No payout of unused Parental Leave is available to employees upon separation.

Each week of Parental Leave shall be compensated at one hundred percent (100%) of the employee's regular hourly rate times 40 hours per week. Parental Leave will be paid on a biweekly basis on regularly scheduled employee pay dates.

IV. Coordination with Other Policies

All requirements and provisions under the Family and Medical Leave Act (“FMLA”), if applicable, shall apply to Parental Leave under this policy. Parental Leave taken under this policy will run concurrently with leave under the FMLA, if applicable; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for FMLA leave due to the birth, adoption or foster placement of a minor child or children, the Parental Leave will be counted toward the employee’s available FMLA leave. See Metro Operating Policy No. 43 for further information.

Metro will maintain all employee benefits for employees during Parental Leave.

If a Metro recognized paid holiday occurs during the period Parental Leave is applied, the employee will receive holiday pay; however, such holiday pay will not extend the total Parental Leave entitlement.

If the eligible employee qualifies for a birth related medical disability that qualifies for short term disability (STD), as provided for by Article 18, Parental Leave shall run concurrently with the STD period. The employee may elect to receive either Parental Leave benefits or STD during this period, but not both. Parental Leave, when aggregated with any other paid employee benefit(s), may not exceed one hundred percent (100%) of the employee’s current regular salary or straight-time pay.

Approved Parental Leave shall have no negative impact on an employee’s seniority.

Metro has the exclusive right to interpret the provisions of the Paid Parental Leave policy.

V. Employee Requests and Approval Requirements for Parental Leave

Parental Leave is subject to approval. The employee will provide his or her supervisor and Metro’s Human Resource (“HR”) department with notice of the request for leave at least thirty (30) days prior to the proposed date of the Parental Leave (or if the leave was not foreseeable, as soon as reasonably possible).

The employee must complete a Parental Leave Request Form and the necessary HR forms and all documentation as required by the HR department to substantiate the request. Modifications to the Parental Leave Form should be documented and agreed to by the employee and his or her supervisor and HR Director, subject to the provisions of this and other Metro policies, federal regulations, and state law.

As an approval requirement of any request for Parental Leave, an employee must expressly agree, in writing, prior to the commencement of any Parental Leave, to subsequently return to his or her position of employment with Metro for a minimum of twelve (12) weeks after the conclusion or exhaustion of the approved Parental Leave.

In the event the employee fails or refuses to return to his or her position of employment with Metro following the conclusion or exhaustion of the approved Parental Leave after the paid parental leave policy (except for circumstances beyond the control of the employee), Metro may seek to recover any and all costs and expenses it incurred as a result of the employee’s Parental Leave.

ARTICLE 35

Reduction, Cancellation or Emergency Shutdown of Service

Transportation Section

In the event of a service reduction, cancellation or complete (total) or emergency shutdown of service, Operators will be advised by Metro of any changes in reporting times.

Operators will be paid according to the following table in the listed situations:

Complete Shutdown of Service:

- Full time Operators will be paid 6 hours of straight time.

Scheduled Cancellation of Routes:

- Full time Operators will be paid 6 hours of straight time.

Scheduled Reduction of Service:

- Full time Operators working less than 4 hours will be paid 6 hours of straight time and Operators working more than four (4) hours will be paid 8 hours of straight time, unless they work more than eight (8) hours in which case, they will be paid for the time worked.

Reduction of Service; Late Start in the Morning:

- Operators working less than six (6) hours will be paid six (6) hours of straight time. Operators working more than 6 hours will be paid 8 hours of straight time unless they work more than eight (8) hours in which case, they will be paid for the time worked.
- Operators will be paid starting from the time that they report to Metro in accordance to their revised report times.
- Metro will set up procedures for notifying Operators of a late report time.

Paratransit Section

In the event of a service reduction, cancellation or complete (total) or emergency shutdown of service, Operators will be advised by Metro of any changes in reporting times.

Operators will be paid according to the following table in the listed situations:

Complete Shutdown of Service:

- Operators scheduled to work will be paid 6 hours of straight time.

Reduction of Service:

- Operators adhering to the procedures and instructions of Metro will be paid for hours of work performed, or 6 hours, whichever is greater.
- Operators will be paid starting from the time that they report to Metro in accordance with their revised report times.

Maintenance, BG&E and Custodial Sections

In the event of a service reduction, cancellation or complete (total) or emergency shutdown of service, all personnel will report to work at their normally designated times, unless otherwise directed by Metro.

Complete Shutdown of Work:

- Scheduled Employees will be paid 6 hours of straight time.

ARTICLE 36

Annual Medical Plan Review

Metro and the Union agree to annual medical plan reviews so that both parties may understand and communicate unanticipated health plan changes resulting from Affordable Care Act (ACA) changes. The review will include financial impacts, and changes in plan design required by law.

Metro and the Union will discuss the impacts of these changes and work together to manage increases in healthcare expenses so that other vital operations of Metro are not adversely affected. The medical plan review will include Dental and Vision benefits.

TRANSPORTATION SECTION

ARTICLE 1

Job Classifications/Definitions

Section 1. Definitions:

- (A) Regular Operator: Qualified full-time operator who has successfully completed training and bids and holds a regular assignment via a Pick of Runs.
- (B) Extra Board Operator: Qualified operator who has successfully completed training and bids or is assigned to the Extra Board.
- (C) Extra Board – A pool of operators available to cover open work. Regular Operators can bid the Extra Board during a Pick or will be assigned to the Extra Board upon completion of training until the next Pick.
- (D) Extra Lists – A document for operators to sign up for extra work on their off-day(s).
- (E) Extra Operators – Operators who sign up for Extra Lists on their off-days and are available for extra work.
- (F) Minimum Daily Guarantee - Minimum daily guarantee of eight (8) hours of combined Platform Time and report time for a Regular Operator or Extra Board Operator who works and completes a regularly scheduled Run comprised of less than eight (8) hours. Minimum Daily Guarantee does not apply to Part-Time or extra work on a regularly scheduled day off.
- (G) Operator(s) in Training – New or transferring employees attending Metro’s initial operator training.
- (H) Operator Trainer – Qualified operators assigned to instruct and train Operators in Training. Metro shall have sole and absolute discretion of appointing employees to Operator Trainer assignments.
- (I) Overtime Pay – Overtime is listed in Article 33.
- (J) Pad Time – Time paid at straight time for work not actually performed for Run comprised of less than eight (8) hours in order to reach the Minimum Daily Guarantee.
- (K) Platform Time – Time actually worked performing a Run including layover time but excluding report time and Pad Time.
- (L) Pick – One of three minimum bid periods each calendar year where operators select their work schedules. Also referred to as Pick of Runs.
- (M) Regular Day Off (RDO) Operator – Any operator on their regularly scheduled day off.
- (N) Relief Run – A Run made up of open work and combined to meet the minimum agreed to full time hours between Metro and the Union. These Runs are typically the result of regular Runs not assigned Saturday and Sunday off days.
- (O) Run – Scheduled work created for an operator. The Run shall consist of one or two route segments combined together to ensure that the Minimum Daily Guarantee is met.
- (P) Tripper - A Tripper is a piece, or combination of pieces, of work containing no more than four (4) hours of Platform Time and appear on the schedule as unattached to any Run or Relief Run. Trippers are subject to one (1) hour minimum pay time. They are not subject to the eight (8) hour Minimum Daily Guarantee applicable to a Run or Relief Run.

(Q) Unknown Return Run – A Run that is open due to an employee being out on leave without a specified/known return date.

Section 2. Part-time Operators: Part-time Operators will work on weekends or evenings, Extra Board, or stand-by assignments. The combined number of Part-time Operators shall not exceed more than ten (10) percent of the number of Regular Operators. A Part-time Operator may not exceed twenty-nine (29) hours of work per week. Part-time Operators do not qualify for fringe benefits, i.e., overtime Pay, insurance, holiday pay, vacation, Pad Time, or shift differential.

Section 2 of this Article does not restrict Metro from its present practice of employing part-time help where it has been utilized previously. Additionally, this does not apply to newly created positions that might be created by Metro, which are currently not covered in this Agreement by current job classifications. Should an emergency condition arise, such as an unforeseen revenue loss, i.e., reduction of funding, reduction of services, unforeseen expenses, or regulatory changes which affect Metro's ability to deliver transit services to the public, this part-time section shall become null and void, for the exclusions agreed above. Section 2 of this Article only applies for the term of this Agreement.

ARTICLE 2

Wages and Conditions Affecting Pay

Section 1. Wages are listed in Article 33.

Section 2. The rate of pay for an Operator in Training shall be determined by Metro during all training periods until he/she successfully completes the prescribed training course in the sole and absolute judgment of Metro. The Operator Trainer will be paid an additional \$2.50 per hour while training; however, in the case where both the Operator Trainer and the Operator in Training are on the bus with a Regular Operator or Part-Time Operator, the Regular Operator or Part-Time Operator will not receive the additional \$2.50 per hour for training.

Evening/Night Shifts. Any employee at an hourly rate performing work between 5:00 pm and 3:00 am will be paid an additional four (4) percent for work performed during this time period. This additional amount shall only apply to work performed between 5:00 pm and 3:00 am and shall not be added to the basic rate in any computation for overtime purposes.

Section 3. Each scheduled Run shall include the following allowances:

Pay for ten (10) minutes of reporting time will be allowed at the beginning of all garage pull-outs. Additional reporting time will be allowed at the beginning of a Run that is relieved away from Metro's garage facility. Operators will be assigned a maximum of one (1) relief away from Metro's garage facility per day.

ARTICLE 3 Hours

Section 1. Hours of Operators shall be as follows:

(A) Generally, a Regular Operator will work five (5) days of eight (8) hours per day with two (2) days off each week, or four (4) days of ten (10) hours per day with three (3) days off each week. Days off will be arranged in consecutive order wherever possible. Metro may create schedules of more than forty (40) hours per workweek.

(B) The maximum spread of time worked by Regular Operators on weekdays, Saturdays, Sundays, and holidays shall not exceed thirteen (13) hours per day; except for four (4) day work week schedules in which the maximum spread time shall not exceed fourteen (14) hours, except by mutual consent between Metro and the Union.

(C) The maximum Platform Time shall not be scheduled to exceed ten (10) hours in any one workday except four (4) day work weeks, unless by mutual consent between Metro and the Union.

(D) Trippers will generally be attached to the Pick of Runs. Trippers will be first offered to Regular Operators; any remaining Trippers will then be offered to any qualified bargaining unit employee based on their seniority order. Any remaining Trippers will then be offered to any qualified Metro employee based on company-wide seniority. Trippers are not subject to the Minimum Daily Guarantee.

(E) A minimum of thirty (30%) percent of the total of all weekday regularly scheduled Runs throughout the year will be straight Runs with the remaining Runs consisting of multiple piece Runs. A minimum of seventy (70%) percent of the Runs on Saturday and Sunday ("weekends") will be scheduled as straight Runs. The seventy (70%) percent straight Runs on weekends may be minus one percent (-1.00%). If a Pick has below seventy (70%) percent straight Runs on weekends, the next Pick will make up for this variance. The remaining Runs, not scheduled as straights, will consist of two or more pieces of work separated by an unpaid break. Metro has the authority to create three-piece work; however, attempts will be made, wherever possible, to limit the schedules to straights and two-piece Runs and to remove three (3) piece work from each Pick.

(F) Minimum Daily Guarantee of eight (8) hours of combined Platform Time and report time shall be allowed for a Regular Operator who works and completes a regularly scheduled Run of less than eight (8) hours.

(I) For computing Overtime Pay, Extra Board Operators shall be classed as Regular Operators when working Runs and shall fall under the same pay provisions as Regular Operators.

(J) Evening/Night Shifts. Any operator performing work between 5:00 pm and 3:00 am will be paid an additional four percent (4%) on the base pay rate for work performed during this time period. This additional 4% shall only apply to work performed between 5:00 pm and 3:00 am and shall not be added to the base rate in any computation for Overtime Pay purposes.

Section 2. Overtime and Call-In

In the event of emergency conditions or due to staffing shortages, Metro may require any Regular Operators to work overtime. Regular Operators will be required to work overtime if Extra Operators or volunteers are not readily available and/or service would otherwise be lost.

- a. Before required overtime is enforced, employees will be given an opportunity to work more than their regular hours allowed per week using the Extra Lists. Required overtime will then be assigned in inverse order of seniority.
- b. Employees will be informed of the need for same day required overtime at least two (2) hours prior to the end of their shift for a reasonable amount of overtime, not to exceed 2 hours unless by mutual consent. Employees may not be required to work overtime on their regularly scheduled days off.

A Regular Operator who is performing required overtime outside of their bid Run and works late will be released after protecting the Board and before Extra Board Operators on Minimum Daily Guarantee. The operator who is working late will accept a piece of work prior to being released or be given a report time later in the day at a straight time rate. An operator who is told to return later in the day (P.M.) without an assigned piece of work shall be eligible for hold time pay, at a straight time rate, from the time of report until such time as an assignment is received or the operator is released.

Any operator called or held for duty, other than Regular Operators reporting late for work and held for the Extra Board in anticipation of open work assignments, will be paid at their regular hourly rate of pay computed from the time of the report, for all hours so held until excused or assigned work.

Section 3. Mis-assignment.

Extra Board and RDO Operators who are mis-assigned and not used for work rightfully falling to them, shall be paid for the actual time missed, up to a maximum of four (4) hours of base pay at straight time, in addition to any work actually performed.

Section 4. Operators Reporting Late.

Regular Operators who report late and miss their Run may be held for the Extra Board in anticipation of open work or excused until assigned work. Late report operators are not eligible for the Minimum Daily Guarantee or Pad Time.

ARTICLE 4

Pick of Runs ("Pick(s)")

Section 1. A minimum of three (3) Picks shall be conducted in a calendar year. The maximum period of time between Picks shall not exceed four (4) months and fifteen (15) days. This period of time between Picks may be extended by mutual agreement between the Union and Metro. All Picks must be completed within five (5) days, Monday through Friday.

Section 2. A Union representative shall assist in the Pick of Runs under the direction of a Metro representative. By mutual agreement between Metro and the Union; the Union will have paid time off to review any Pick of Runs not to exceed two (2) days per Pick prior to it being posted in Transportation and Paratransit Sections. Rollover Picks are excluded.

Section 3. If any major service changes are made, a Pick will be scheduled as soon as practical.

Section 4. All Regular Operators who choose to go to the Extra Board during a Pick will be considered in the same category as an Extra Board Operator and will be governed under the rules and regulations applicable to Extra Board Operators.

Section 5. Any operator choosing to be assigned to the Extra Board will be allowed to pick their days off and assignments to the AM or PM board for the duration of the Pick based on seniority and subject to the availability of slots.

Section 6. Operators wishing to be excused from performing Trippers they have agreed to perform, are responsible for coordinating with another qualified operator to agree and to perform said Tripper or to be properly excused by the Supervisor.

ARTICLE 5

Extra Board Operators

Section 1. AM Extra Board hours are from 4:00 am until 5:30 pm. PM Extra Board hours are from 11:00 am until the end of service. Only by mutual agreement will an operator be assigned work that exceeds the times agreed to in this Article. During each scheduled Pick, Extra Board Operators will choose either the AM or PM board, subject to availability of slots. Extra Board Operators will also select their days off from the approved list. Days off will be scheduled Friday/Saturday, Saturday/Sunday, and Sunday/Monday; however, Metro reserves the right to adjust these days off to meet service obligations, but not in an arbitrary or capricious manner.

Section 2. All operators working on the Extra Board shall be arranged on the Extra Board list in the order of seniority based on the first day a general Pick of Runs becomes effective. Assignment of work shall be in seniority order. The order will remain in effect throughout the Pick period.

When new operators are added to the seniority list, as they become qualified, the current weekly Extra Board pick sheet assignment will be updated, from the bottom to the number of added operators. Should this result in additional Extra Board slots, a new weekly pick sheet will be created. All Extra Board Operators will then have the opportunity to select their work times and days off. If the next general Pick of Runs is scheduled within four weeks of the additional slots being added, this paragraph will not apply.

Section 3. Weekly Extra Board Pick.

Extra Board Operators may choose Runs for a weekly assignment based on seniority. Runs open for the weekly assignment will be posted in the dispatch office on the Tuesday preceding the Sunday that they become effective. Operators can call between 3:00 pm and 3:30 pm for updates and modify their picks if desired. Operators can pass on available Run(s) and work the daily board the next week if there are enough operators available to cover all open weekly assignments. Extra Board Operators may opt off an Unknown Return Run in writing (A-absent) by 3:30 pm on Monday before the following weekly pick held on Wednesday.

Runs will be picked according to seniority by the Extra Board list on Wednesday, Thursday, and Friday, as follows:

- (A) Ten (10) Extra Board Operators without assignments will pick on Wednesday.
- (B) If more than ten (10) Runs are open, the next ten (10) Extra Board Operators without assignments will pick on Thursday.
- (C) The balance of Runs will be picked by Extra Board Operators without an assignment on Friday prior to 3:30 P.M.
- (D) Any Runs that become open after the weekly Extra Board pick will be worked on a daily basis from the Extra Board until the following weekly pick. When an open Run is added to the open work list, the Extra Board Operator with the highest seniority shall have the right to pick such Run.
- (E) If a Regular Operator returns to work during the selection process of assignments (weekly Extra Board pick), and prior to the selection being in effect, the Extra Board Operator who picked this Run may bump the lowest Extra Board Operator in seniority order from their weekly assignment, select another

open Run, or return to the daily Extra Board for daily assignment. This process will continue until all Extra Board Operators have had the opportunity to select an open Run or return to the daily Extra Board.

(F) If a Regular Operator returns to work after the weekly Extra Board pick is in effect and bumps an Extra Board Operator off of their weekly selection, the Extra Board Operator being displaced shall be allowed to pick a new weekly assignment, based upon their seniority, from those Runs still vacant at the time of displacement.

(G) It will be the responsibility of each Extra Board Operator to observe, select, and give their choice to dispatch in accordance with the above process, as soon as possible. The supervisor is not required to call to the attention of the operator the assignment list or to request the Extra Board Operators to pick.

(H) An Extra Board Operator will have the option to select or not select the Tripper that the Regular Operator picked along with their Run.

Section 4. Daily Extra Board

Daily Extra Board lists one (1) each for the A.M. and P.M. showing work assigned or the reporting time of Extra Board Operators on the following day, shall be posted not later than 3:30 p.m. each day.

Extra Board Operators and Extra Operators working the daily Extra Board must accept work that rightfully falls to them, whether such assignment provides work for a full work day or only a part of a work day. The only exception is for any assignment with less than four (4) scheduled hours, which shall be filled from the bottom of the Extra Board. Daily Extra Board Operators will have the ability to pass on assigned Runs for the following day once per week. Should everyone on the Extra Board pass on a Run, said Run will be assigned to the operator with the least seniority.

If, when assigning open Runs for the next day, fewer open Runs are available than Extra Board Operators, Extra Board Operators without an assigned daily Run will be assigned a report time for the next morning. If the Extra Board Operator fails to pick a daily assignment for the next day by 3:30 p.m., the Supervisor will assign them to the first available Run.

The staggering of report times for daily Extra Board Operators who do not receive a Run assignment the night prior will vary depending on staffing levels and operational needs as determined by dispatch personnel. Daily Extra Board staggered hours will be as follows:

Weekdays - 4:00 a.m., 5:30 a.m., 11:00 a.m., and 1:00 p.m.

Saturdays – 4:45 a.m., 9:30 a.m., and 12:00 p.m.

Sundays – 5:30 a.m. and 10:00 a.m.

Extra Board Operators will be available for duty for twelve (12) hours from the time of their first report, regardless of their assignment to AM or PM boards. Extra Board Operators will receive an eight (8) hour guarantee (Minimum Daily Guarantee) and will be held up to six (6) hours straight if no Runs will be assigned to them, and if dispatch deems there is no need to have a second report or be assigned a mid-day.

A full Run consists of any amount of work over six (6) hours after which the operator will be released for the day.

Once the Extra Board Operator is assigned a Run, he/she will be required to do the entire Run as assigned up to their cut-off time unless mutually agreed by the dispatcher and the operator. Should the combination of hold and actual work performed time exceed eleven and one-half (11 1/2) hours, the operator shall be paid an additional one-half (1/2) for those hours over eleven and one-half (11 1/2) including their report time. The wage difference during paid time in which an employee is already paid at the rate of one and one-half the hourly rate shall not be added to the base rate in the computation of overtime.

No Extra Board Operator on an open report will be excused ahead of a Regular Operator held late. An Extra Board Operator shall become disqualified for the Minimum Daily Guarantee on any day if they:

(A) Fail to report on time as required by the dispatcher;

(B) Take time off without permission; or

(C) Refuse any work assigned. This does not apply to any work that extends past the established cut-off time.

In the event of significant staffing shortages, in addition to implementing required overtime as per Article 3, Section 2 of this Transportation Section, dispatch may hold staggered report daily Extra Board Operators for up to four (4) hours to protect the Extra Board until the next operator reports.

Extra Board Operators shall receive a minimum weekly guarantee of forty (40) hours with a limit of two open reports per day. Extra Board Operators will be available for work between the two (2) reports. Extra Board Operators will only be assigned a second report if it falls within two hours of the end of the hold period of their first report.

Extra Board Operators shall have a minimum of eight (8) hours of off-duty time between the termination of a night shift assignment and their next day report time unless the operator agrees to an earlier report time. Operators who do not have a minimum of eight (8) hours of off-duty time between the termination of a night shift assignment and the next day's report time, must notify the night dispatcher prior to leaving his/her work shift.

Unless extended by mutual agreement, the combination of hold and work time shall not exceed twelve (12) hours daily for Extra Board Operators on a five-day schedule.

Section 5. Emergency Situations and Continuity of Service

(A) In cases of emergency, Extra Board Operator's assigned days off on Saturday and Sunday may be changed to other days off during the week.

(B) Extra Board rules will not change during a Pick of Runs unless there is an emergency situation.

(C) Management has the right to change Extra Board rules in emergency situations to ensure that service is met. If an emergency should arise, there will be a review of the Extra Board rules and Metro will notify Local 223 leadership and mutually agree before any changes are implemented. If an agreement cannot be reached, it is understood that Metro has the authority to implement changes that are in the best interest of serving the community and keeping employees safe.

MAINTENANCE SECTION

ARTICLE 1. Part-Time

Nothing herein shall prohibit Metro from sub-contracting of services, as has been present/past practice, or the hiring of additional part-time staff to supplement Metro's operations. Any probable sub-contracting of bargaining unit jobs or the addition of supplementary part-time staff shall not be done without consideration and notification of the Union.

Part-time Mechanic Helpers, Utility Garage and Class Store maintenance staff will only work on weekends, evenings, or unassigned open work. The combined number of part-time Mechanic Helpers, Utility Garage and Class Store maintenance staff shall not exceed more than 20 percent (20%) of the number of full-time positions in these classifications, or one (1) part-time employee per classification, whichever is greater. Part-time Mechanic Helpers, Utility Garage and Class Store maintenance staff may not exceed twenty-nine (29) hours of work per week. Part-time Mechanic Helpers, Utility Garage and Class Store maintenance staff do not qualify for fringe benefits, i.e., overtime, insurance, holiday pay, vacation, shift differential wages, etc.

This in no way restricts Metro from its present practice of employing part-time help where it has been utilized previously. Additionally, this does not apply to newly created positions that might be created by Metro, which are currently not covered in this agreement by current job classifications. Should an emergency condition arise, such as an unforeseen revenue loss, i.e., reduction of funding, reduction of services, unforeseen expenses, or regulatory changes which affect Metro's ability to deliver transit services to the public, this part-time section shall become null and void, for the exclusions agreed above. This part-time section only applies for the term of this agreement.

ARTICLE 2

Wages and Conditions Affecting Pay

Section 1. Wages and overtime criteria are listed in Article 33 of this Agreement.

Section 2. Lost time can be made up by mutual agreement within the same week at the employee's regular hourly rate.

Section 3. Evening/Night Shifts. Any Maintenance Section employee at an hourly rate performing work between 5:00 pm and 3:00 am will be paid an additional four (4) percent for work performed during this time period. This additional amount shall only apply to work performed between 5:00 pm and 3:00 am and shall not be added to the basic rate in any computation for overtime purposes.

ARTICLE 3

Hours

Section 1. Hours. The regularly scheduled workweek in the garage shall generally consist of forty (40) hours, comprised of eight (8) hours per day with two (2) consecutive days off, or four (4) days of ten (10) hours per day with three (3) consecutive days off. Metro reserves the right to create schedules of more than forty (40) hours per workweek.

Metro may temporarily change the reporting time or the shift of any employee. Temporary changes shall refer to those that are no more than ninety (90) days within a one (1) year period unless extended by mutual consent.

Section 2. Required Overtime. In the event of emergency conditions or due to staffing shortages, Metro may require employees to work overtime. Employees will be required to work overtime if volunteers are not readily available and/or service would otherwise be lost. Required overtime will then be assigned in inverse order of seniority.

Employees will be informed of the need for same day required overtime at least two (2) hours prior to the end of their shift for a reasonable amount of overtime, not to exceed two (2) hours unless by mutual consent. Employees may not be required to work overtime on their regularly scheduled days off.

Section 3. Employees will be given the option to make themselves available for call-in-overtime. A record will be kept on file.

Call-in overtime lists will be maintained by section in the Maintenance Office. The list will be arranged in departmental seniority order. As call-in-overtime assignments become available, they will be offered in seniority order moving down the list with the second available assignment offered to the second in seniority order and so on until the bottom of the list is reached.

ARTICLE 4

General Bid and Vacancies.

Section 1. General Bid

1. There shall be a minimum of two (2) general bids held in the fleet maintenance Division each year. Metro will make an effort to have the bids have an effective date based on the second pay period of January/July.
2. Job title and seniority shall be the governing factor in all shift bidding.
3. All shift bids shall contain:
 - Start time of shift
 - End time of shift
 - Days off
4. All general shift bids shall be given to the Union at least ten (10) business days prior to the start of the bid. If desired, Metro shall schedule a meeting with the Union to discuss the bid prior to posting the bid. The bid shall be posted no less than five (5) business days prior to the date the employees start bidding.
5. Initial probationary employees, who have not completed their 120-day probationary period, will not be eligible to bid. Once qualified, Metro has the right to assign them to a schedule after notifying the Union, until the next general bid.

6. If a maintenance employee is on extended leave status or scheduled to go on leave extending for more than thirty (30) calendar days or does not have a return date within thirty (30) days of the bid, he/she will not be allowed to bid. Employee(s) must have a return date by Metro's medical provider to be allowed to bid. Afterward, the employee may be placed on a schedule closest to the bid they had when they left.

Section 2. Vacancies

When vacancies occur or new positions are created in any specific Maintenance section, Metro will allow Maintenance employees within the same department the opportunity to bid for this vacancy or new position. Upon having obtained all names of those employees desiring to bid for this job, Metro will then choose the employee for the job based upon selection criteria among those applying for it, provided the employee so chosen is competent in the discretion of Metro.

(A) Selection Criteria:

1. The senior qualified person within the same department as the posted vacancy.
2. Other Metro employees can apply for the position.
3. Metro will hire from outside the organization should no qualified employees bid or apply for the job.

(B) Bidding down in classification:

1. A qualified employee with a higher classification may bid down to a lower classification.

If multiple qualified employees bid down, selection will be based on seniority.

2. If a toolbox is not required for the new classifications, the personal toolbox must be removed from the property of Metro within seven (7) calendar days from the new classification date. Payback of the pro-rated tool allowance is to be repaid in equal amounts not to exceed six paychecks, but not less than \$25.00 shall be deducted per paycheck.

3. When bidding down, the employee may not submit a bid for another classification vacancy for 90 days.

4. The prevailing job classification wage rate of the new classification will be paid to the employee who bids down.

5. When an employee bids down and receives the position for which he/she has bid, if mutually agreed by Metro and the employee, the employee may train the new employee hired for the vacated position.

6. The employee bidding down, if mutually agreed by Metro and the employee, may work in the previous position in the case of absence and or vacation or as demands dictate. The employee will be paid the prevailing wage when returning to the position.

(C) Any vacancy occurring down the line caused by the above stated procedure will be then filled by a Maintenance employee in the same manner as stated above in this Article.

(D) When vacancies occur in the Maintenance Section of Metro which Metro proposes to fill, a notice of such vacancy shall be posted as soon as practicable. Employees shall then have three (3) consecutive working days to apply for such a position. The employee chosen by Metro to fill the vacancy shall be notified by Metro of his acceptance within seven (7) business days thereafter and shall assume the position along with posted rate of pay within thirty (30) days of that notification.

ARTICLE 5

Tools

After one (1) year of continuous service and every one (1) year thereafter with Metro, all Mechanic, Helper, and Body Shop classifications will receive a tool allowance no later than their first payroll check after their anniversary date and on a separate check. The tool allowance shall be \$600.00 annually, which is taxable. Metro will adhere to all IRS regulations or any change(s) in IRS regulations.

Maintenance Section employees are required to submit receipts to Metro for all tools purchased through the tool allowance. Failure by employee to submit tool receipts to Metro will result in the reduction of next year's tool allowance equal to the dollar amount(s) not validated by receipt(s).

ARTICLE 6

Emergency Road Calls

To ensure the safety of Maintenance personnel, reasonable requests for more than one (1) person to answer an emergency road call will be honored.

ARTICLE 7

Step Increases

Mechanic's Helpers, 3rd Class Mechanics, or 2nd Class Mechanics who possess the skills, training and qualifications of a higher paid mechanic classification will be evaluated to be moved to the next step within five (5) years. Those who demonstrate the skills, training, and qualifications as determined by Metro, after being properly evaluated may move to the next step earlier than five years if they demonstrate that they are competent and able to perform work in the next higher classification. An employee may move more than one step within the five-year period only after being on the classification for at least six (6) months and successfully passing an evaluation for the next classification.

PARATRANSIT SECTION

ARTICLE 1

Job Classifications

Section 1. Regular Operator: Qualified full-time Operator who has successfully completed training and bids and holds a regular assignment via a pick of runs.

Section 2. Extra Board Operator: Qualified Operator who has successfully completed training and bids or is assigned to the Extra Board.

Section 3. Part-Time Operator: Qualified Operator who has successfully completed training and bids and holds an assignment of twenty-five (25) hours per week or less, this does not include hold time, and cannot exceed twenty-nine (29) hours per week. Part-time Operators do not qualify for fringe benefits (i.e., overtime, insurance, holiday pay, vacation, pad time, etc.).

Section 4. Operator in Training: New or transferring employees attending Metro's initial operator training. This person will become a Regular or Extra Board Operator pending the successful completion of Metro's training program in Metro's sole and absolute discretion.

ARTICLE 2

Wages and Conditions Affecting Pay

Section 1. Wages and overtime criteria are listed in Article 33 of this Agreement.

Section 2. Van operators obtain top wage at four years of service after release from training. When employees transfer from another section to Paratransit (Van or Car) the employee will start at the prevailing bottom rate of pay.

Section 4. Evening/Night Shifts. Any employee at an hourly rate performing work between 5:00 pm and 3:00 am will be paid an additional four (4) percent for work performed during this time period. This additional amount shall only apply to work performed between 5:00 pm and 3:00 am and shall not be added to the basic rate in any computation for overtime purposes.

Section 5. Operator Trainers. Operators functioning as training instructors will receive their standard hourly rate of pay and a training pay differential as listed below. Metro shall have sole and absolute discretion of appointing employees to trainer assignments.

1. Operator Trainers will be paid an additional \$2.50 per hour while training. Operator Trainers will receive the training differential while operating in a trainer capacity with an Operator in Training on the paratransit vehicle or in the classroom. The Operator Trainer differential is based on hours in the classroom or on the vehicle with the Operator in Training, not bid run hours. If assigned to a classroom, Operator Trainers are guaranteed eight (8) hours per day. However, in the case where both an Operator Trainer and the Operator in Training are on the paratransit vehicle with a regular Operator, the regular Operator will not receive the additional \$2.50 per hour for training.

Section 6. Operators In Training. The rate of pay for Operators In Training shall be determined by Metro during the training period until he/she successfully completes the prescribed training course, in the sole and absolute judgment of Metro.

ARTICLE 3

Hours

Section 1. Assignments. Operator assignments may be made up of one (1) and two (2) piece work assignments as required. Pay will be for time actually worked, unless otherwise stated in this section of the contract. All changes in assignments must be submitted in person before 3:00 pm the previous day for those changes to become effective.

(A) Operators on bid runs are not required to call in nightly for their start time for the next day, unless they have volunteered to work overtime. Extra Board Operators are required to call in after 6:00 pm daily for their start time for the next workday.

(B) The end time of a run may be extended up to 15 minutes, based upon computer calculations. This does not apply to night runs.

(C) Night runs may be adjusted based on client demand. If the end time routinely is extended, the report time may be adjusted accordingly if desired by the operator.

(D) Unless extended by mutual agreement, the combination of hold and work time shall not exceed thirteen (13) hours for Operators on a five-day schedule, or fifteen (15) hours for operators on a four-day schedule.

(E) Extra Board Operators and operators working their regular day off who are mis-assigned and not used for the work rightfully falling to them, shall be paid for the actual time missed, up to a maximum of four hours, base pay at straight time, in addition to any work actually performed.

(F) The first pick-up, from the garage, will be scheduled after the operator's pull out time.

Section 2. All overtime agreed to at 3:00 pm will become the bid run for the following day. Operators who agree to or are assigned overtime on the front end of their bid run may obtain adjusted report times after 6:00 pm daily.

In the event of emergency conditions or due to staffing shortages, Metro may require operators to work overtime. Operators will be required to work overtime if volunteers are not readily available and/or service would otherwise be lost.

- a. Before required overtime is enforced, employees will be given an opportunity to work more than their regular hours allowed per week using the Extra Lists. Required overtime will then be assigned in inverse order of seniority.
- b. Employees will be informed of the need for same day required overtime at least two (2) hours prior to the end of their shift for a reasonable amount of overtime, not to exceed 2 hours unless by mutual consent. Employees may not be required to work overtime on their regularly scheduled days off.

Section 3. Request for paid time off will be made in accordance with established procedures.

ARTICLE 4

Bidding Down.

Any (full or part-time) employee may bid down to the car/van/both job classification provided there is an opening. Order to bid down; 1) within the section based upon section/ job classification seniority, 2) companywide; based upon company seniority. Bidding down in job classifications includes changing to the prevailing wage rate of that new job classification including comparable wage category based upon previous job classification tenure, (applicable only for Paratransit).

ARTICLE 5

Layoff and Moving from Part-time to Full Time

Section 1.

- (A) Order of layoff: part-time car, part-time van, full-time car, full-time van.
- (B) Part-Time Operators may become full-time employees in Paratransit as job openings are posted.

Part-time employees have the first right to fill full-time positions within their job classification or as stated in the table below. Part-time employees must apply for the job openings that are posted in another job classification.

Order for moving from Part-Time to Full-Time

Order of the pick to go to open slot for van Operator, based upon section seniority.

1. Full-time car, cross trained for van
2. Part-time van
3. Full-time car only
4. Part-time car only

- (C) If a Part-Time Operator becomes a full-time employee, his/her seniority date for picking assignments, vacations, and for the beginning of all other employee benefits shall be the date that they became a full-time operator.

ARTICLE 6

Pick of Runs

Section 1.

Pick of runs will be held a minimum of three (3) times each year. A new pick of runs will occur as soon as practical after a reasonable number of new operators have successfully completed training.

1. The new pick will be posted two (2) weeks prior to the beginning of bidding. Changes to runs will be highlighted in red. On the day the pick is posted, bid packets will be distributed to all operators. The bid packet will consist of a bid letter detailing the changes to the runs, current seniority roster

as of the start date for bidding, a copy of the run assignments, and a bid sheet to be turned into dispatch.

2. Operator bid sheets must be received in dispatch by the date and time specified on the form. Bid sheets can be submitted anytime from the date the pick is posting to the designated bid date and time on the bid sheet. If an operator turns in a bid sheet and all runs requested have been chosen, a supervisor will contact the operator and advise them of the remaining runs available.
3. Operators who fail to submit their pick sheet by the designated date and time will be placed on the bottom of the pick order and bid last.
4. The pick sheet posted will be updated daily by dispatch identifying the remaining available runs.

ARTICLE 7

Extra Board Operation

Section 1. The Extra Board may be picked.

Section 2. Extra Board Operators will be assigned two (2) days off per week, consecutively, if possible.

1. There are typically two (2) hold assignments, an AM, and a PM, on weekdays except for Metro holidays. Hours for the hold position are established at the beginning of each new pick. Operators assigned to the weekday hold will generally have Sunday/Saturday as days off. To the extent possible, operators will be assigned the AM and PM hold in consecutive weeks.
2. There is one (1) hold assignment on weekends. Hours for the weekend hold position are established as the beginning of a pick. Weekend hold will rotate through the available Extra Board Operators on regular workdays. Bid run operators who volunteer to work overtime on weekends can request to be assigned as the hold.
3. All Extra Board Operators will rotate through the hold positions.
4. At the beginning of a new pick, the senior Extra Board Operator will be assigned to the AM hold, and the junior Extra Board Operator will be assigned to the PM hold. The weekly rotation will proceed as specified in the pick rotation schedule, unless an Extra Board Operator bids on a vacant run the week they are assigned as hold.
5. To the extent possible, for picks that contain multiple company holidays, the hold positions will be adjusted so that an Operator is not on hold for more than one (1) holiday week.
6. Operators coming off the PM hold will be assigned start times in descending order, late to early, until they are assigned the AM hold. The rotation of times may be adjusted based on Extra Board Operators bidding on vacant runs.
7. The Extra Board rotation schedule will be posted within one (1) week of the start date of a new pick.

Section 3. When a run falls to an operator on hold, the operator will honor overtime that is built in at the beginning of the run. The hold operator may decline overtime built in the middle of a split run or the end of a straight run.

Section 4. Rotation(s) will be established at the beginning of each week consisting of the available Extra Board Operators in seniority order. The Extra Board will rotate starting in seniority order at the beginning of each pick of runs. Each week thereafter, the Extra Board will rotate based only on the available extra operators. When operators return to the daily board from an absence of any type, they will be added to

the bottom of the rotation. If more than one operator returns on the same day, they will be placed on the bottom of the board in seniority order.

Section 5. Extra Board Operators assigned to the AM or PM hold must keep his/her supervisor informed of his/her whereabouts at all times while on an assigned hold.

Section 6. An Extra Board Operator is subject to call at any time while on hold. Extra Board Operators shall receive a minimum weekly guarantee of forty (40) hours with a limit of two (2) open reports per day for Extra Board Operators working on a five (5) day schedules and a maximum of two (2) open reports per day for Extra Board Operators working on a four (4) day schedules. Extra Board Operators will be available for work between each report.

Section 7. Open runs due to vacations and long-term sickness vacancies will be picked by the Extra Board Operator according to seniority. The open run will be posted for bid on Wednesday with assignment to begin on Sunday. Should no Extra Board Operator pick the assignment, the least senior Extra Board Operator not submitting a selection will be assigned to the run. When all Extra Board Operators submit a selection without the assignment being filled, the least senior operator will be assigned the run.

Section 8. When a Regular Operator returns to work, they may return to his/her former assignment only. The displaced Extra Board Operator will return to the bottom of the Extra Board.

Section 9. Extra Board Operators shall receive a minimum weekly guarantee of forty (40) hours.

Section 10: Management reserves the right to make adjustments based on staffing levels, client demand, or emergencies. Management has the right to change Extra Board rules in emergency situations to ensure service is met. If an emergency should arise, there will be a review of the rules and Metro will notify Local TWU 223 leadership and mutually agree before any changes are implemented. If an agreement cannot be reached, it is understood that Metro has the authority to implement changes that are in the best interest of the community and keeping employees safe.

BUILDING, GROUNDS AND EQUIPMENT SECTION

Section 1. Building, Grounds and Equipment (“BG&E”) Section employees are responsible for the maintenance and upkeep of Metro’s building, grounds and its other facilities. Nothing herein shall prohibit Metro from subcontracting of services, as has been present and/or past practice, or the hiring of additional part-time BG&E Section employees to supplement Metro’s operations. Any subcontracting of bargaining unit jobs or the hiring of supplemental part-time BG&E Section personnel shall not be done without consideration and notification of the Union.

Section 2. Part-Time BG&E Section Employees. Part-time BG&E Section employees may work on weekdays, weekends or evenings, or open work assignments. The combined number of part-time BG&E Section employees shall not exceed more than twenty percent (20%) of the number of full-time BG&E Section employees or one (1) part-time employee, whichever is greater. A part-time BG&E Section employee may not exceed twenty-nine (29) hours of work per week. Part-time BG&E Section employees do not qualify for any fringe benefits, i.e., overtime, insurance, holiday pay, vacation, shift differential wages, etc.

This Section in no way restricts Metro from its present practice of employing part-time personnel where it has been utilized previously. Additionally, this does not apply to newly created BG&E Section positions that may be created by Metro, which are currently not covered in this Agreement by current job classifications. Should an emergency condition arise, such as an unforeseen revenue loss, i.e., reduction of funding, reduction of services, unforeseen expenses, or regulatory changes which affect Metro’s ability to deliver transit services to the public, this Part-time section shall become null and void, for the exclusions agreed above. This Part-Time section only applies for the term of this agreement.

ARTICLE 1

Wages and Conditions Affecting Pay

Section 1. Wages and overtime criteria are listed in Article 33 of this Agreement.

Section 3. Evening/Night Shifts. Any BG&E Section employee at an hourly rate performing work between 5:00 pm and 3:00 am will be paid an additional four (4) percent for work performed during this time period. This additional amount shall only apply to work performed between 5:00 pm and 3:00 am and shall not be added to the basic rate in any computation for overtime purposes.

ARTICLE 2

Hours

Section 1. The regular full-time workweek shall consist of forty (40) hours, comprised of eight (8) hours per day, with two (2) consecutive days off, or four (4) days of ten (10) hours per day with three (3) consecutive days off. Metro reserves the right to create full-time workweek schedules of more than forty (40) hours per workweek.

Section 2. Beginning and end shift times for BG&E Section employees may be altered during inclement weather conditions, or as conditions demand. Shift start times will be determined by Metro and attendance is required.

Section 3. In the event of emergency conditions or due to staffing shortages, Metro may require BG&E Section employees to work overtime. Employees will be required to work overtime if volunteers are not readily available and/or service would otherwise be suspended or lost.

- a. Before required overtime is enforced, employees will be given an opportunity to work more than their regular hours allowed per week using the Extra Lists. Required overtime will then be assigned in inverse order of seniority.
- b. Employees will be informed of the need for same day required overtime at least two (2) hours prior to the end of their shift for a reasonable amount of overtime, not to exceed two (2) hours unless by mutual consent. Employees may not be required to work overtime on their regularly scheduled days off.

Section 4. Call-In Pay and On-Call Pay.

After-hours (i.e., non-scheduled work hours) facility maintenance is strictly limited to emergencies. BG&E Section staff called in for emergency work will be paid at one and a half (1-1/2) times their regular hourly wage for hours worked.

From time to time, it may be necessary for BG&E Section employees to be on-call during non-scheduled work hours. If deemed necessary by Metro management for BG&E Section employee(s) to be called in for emergency work, BG&E Section employees will be guaranteed a minimum of two (2) hours of pay at their regular hourly wage. Only time worked will be paid at time and a half. Additional time paid to reach the guaranteed two (2) hour minimum of pay will be paid at the regularly hourly wage. The wage difference during paid time in which an employee is already paid at the rate of one and one-half (1.5) the hourly rate shall not be added to the base rate in the computation of overtime.

ARTICLE 3

Holidays

Section 1. Unless attendance is otherwise required, BG&E Section employees shall receive the following Metro observed holidays with pay:

- a. New Year's Day
- b. Martin Luther King Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day after Thanksgiving

h. Christmas Day

Section 2. Floating Holidays. In addition to Metro observed holidays in Section 1, each BG&E Section employee will receive three (3) Floating Holidays, defined as Personal holiday, and Birthday holiday, and Juneteenth holiday, with pay. BG&E Section employees must complete one (1) year of continuous service with Metro before granted to receive Personal, and Birthday holidays.

Section 3. Scheduling of Floating Holidays. Floating Holidays shall be mutually scheduled between employee and supervisor. Birthday holiday may be used either on the employee's birthday or floated to a day mutually agreeable to the employee and his or her supervisor.

ARTICLE 4

Tool Allowance

Section 1. After one (1) year of continuous service, BG&E Section employees, according to his/her position, shall be entitled to an annual tool allowance as set forth in the table below. The tool allowance will be paid annually on a separate check, no later than the first payroll period after July 1. Metro will adhere to all applicable IRS regulations or any change(s) in applicable IRS regulations.

| | |
|------------------------|----------|
| Leadman/Staff position | \$200.00 |
| Senior Building | \$200.00 |
| 1st Class Building | \$175.00 |
| 2nd Class Building | \$150.00 |
| Apprentice Fieldman | \$100.00 |
| Grounds Fieldman | \$ 75.00 |

Section 2. BG&E Section employees are required to submit receipts to Metro for all tools purchased through the tool allowance. Failure by employee to submit tool receipts to Metro will result in the reduction of next year's tool allowance equal to the dollar amount(s) not validated by receipt(s).

CUSTODIAL SECTION

Section 1. Custodial Section employees are responsible for interior and exterior cleaning and minor upkeep of all Metro facilities, including but not limited to external facilities, such as transit centers, transfer centers, ORBT shelters and the cleaning of buses and vehicles. Based on seniority, Custodial employees will bid on management created schedules designed for the upkeep of facilities and or the cleaning of vehicles.

Nothing herein shall prohibit Metro from subcontracting of custodial services, as has been present and/or past practice, or the hiring of additional part-time staff to supplement Metro's operations. Any subcontracting of bargaining unit jobs or the hiring of part-time Custodial Section personnel shall not be done without consideration and notification of the Union.

Section 2. Part-time Custodial Section Employees. Part-time Custodial Section employees may be scheduled on weekdays, weekends, evenings, or open work assignments. The combined number of part-time Custodial Section employees shall not exceed more than twenty percent (20%) of the number of full-time Custodial Section employees or one (1) part-time Custodial Section employee, whichever is greater. A part-time Custodial Section employee may not exceed twenty-nine (29) hours of work per week. Part-time Custodial Section employees are not eligible for any fringe benefits, i.e., overtime, insurance, holiday pay, vacation, shift differential wages, etc.

This Section in no way restricts Metro from its present practice of employing part-time personnel where it has been utilized previously. Additionally, this Section does not apply to newly created positions that may be created by Metro, which are currently not covered in this Agreement under current job classifications. Should an emergency condition arise, such as an unforeseen revenue loss, i.e., reduction of funding, reduction of services, unforeseen expenses, or regulatory changes which affect Metro's ability to deliver transit services to the public, this Section shall become null and void, for the exclusions agreed in this paragraph. This Section only applies for the term of this Agreement.

ARTICLE 1

Wages and Conditions Affecting Pay

Section 1. Wages and overtime criteria are listed in Article 33 of this Agreement.

Section 3. Evening/Night Shifts. Any Custodial Section employee at an hourly rate performing work between 5:00 pm and 3:00 am will be paid an additional four (4) percent for work performed during this time period. This additional amount shall only apply to work performed between 5:00 pm and 3:00 am and shall not be added to the basic rate in any computation for overtime purposes.

ARTICLE 2

Hours

Section 1. The regular full-time workweek shall generally consist of forty (40) hours, comprised of eight (8) hours per day with two (2) consecutive days off, or four (4) days of ten (10) hours per day with three (3) consecutive days off. Beginning and end shift times for Custodial Section employees may be

altered during inclement weather conditions, or as conditions demand. Shift start times will be determined by Metro.

Section 2. In the event of emergency conditions or due to staffing shortages as determined by Metro, Metro may require full-time Custodial Section employees to work overtime. Full-time Custodial Section employees will be required to work overtime if volunteers are not readily available and/or service would otherwise be suspended or lost.

- a. Before required overtime is enforced, employees will be given an opportunity to work more than their regular hours allowed per week using the Extra Lists. Required overtime will then be assigned in inverse order of seniority.
- b. Employees will be informed of the need for same day required overtime at least two (2) hours prior to the end of their shift for a reasonable amount of overtime, not to exceed 2 hours unless by mutual consent. Employees may not be required to work overtime on their regularly scheduled days off.

Section 3. Call-In Pay. When it is necessary to call employees to work on their regularly scheduled days off or be called back to work after completing the regularly scheduled shift, the employee shall be paid for time worked and shall be eligible for overtime in accordance with Article 33. The wage difference during paid time in which an employee is already paid at the rate of one and one-half (1.5) the hourly rate shall not be added to the base rate in the computation of overtime.

ARTICLE 3

Holidays

Section 1. Unless attendance is otherwise required, Custodial Section employees shall receive the following Metro observed holidays with pay:

- a. New Year's Day
- b. Martin Luther King Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day after Thanksgiving
- h. Christmas Day

Section 2. Floating Holidays. In addition to Metro observed holidays in Section 1, each BG&E Section employee will receive three (3) Floating Holidays, defined as Personal holiday, and Birthday holiday, and Juneteenth holiday, with pay. BG&E Section employees must complete one (1) year of continuous service with Metro before granted to receive Personal, and Birthday holidays.

Section 3. Scheduling of Floating Holidays. Floating Holidays shall be mutually scheduled between employee and supervisor. Birthday holiday may be used on the employee's birthday or floated to a day mutually agreeable to the employee and his or her supervisor.

This Agreement has been duly ratified by the Transport Workers Union of America (Local 223) and adopted by the Regional Metropolitan Transit Authority of Omaha, dba Metro.

Signed this _____ day of _____, 2023 as follows:

For:
Transport Workers Union of America

For:
Regional Metropolitan Transit Authority of
Omaha, dba Metro

Joseph Boncordo, President

Lauren Cencic, Chief Executive Officer

Christopher Nanke, Vice President

9. RESOLUTION: REQUEST APPROVAL OF 3-YEAR LABOR AGREEMENT BETWEEN METRO AND GENERAL DRIVERS AND HELPERS UNION, LOCAL 554 (TEAMSTERS) FOR JANUARY 1, 2023, THROUGH DECEMBER 31, 2025.

EXPLANATION: Staff is requesting full board approval for Metro's CEO to execute a three (3) year labor agreement between Metro and the General Drivers and Helpers Union, Local 554 (Teamsters). Metro's final offer was ratified by the rank and file in October 2023.

Employees will receive a three (3) percent salary increase in the first year of the contract, a two (2) percent increase in the second year, and a three (3) percent increase in the third year of the contract. A new step increase has been added to the first year of the contract for employees who have completed two (2) years of service. As an incentive for good attendance, employees will receive two (2) additional leave days for sickness, and those who have one (1) or fewer unexcused absences per six (6) month semester may earn up to one additional eight (8) hour day of Paid Time for Sickness per semester. Starting in calendar year 2024, employees will receive Juneteenth as a paid floating holiday which they may use throughout the year. A four (4) percent shift differential will be provided to employees working after 5:00 p.m. Employees will receive a slight increase in uniforms allowance.

Assuming Board approval, the collective bargaining agreement will be retroactive to January 1, 2023, and will expire on December 31, 2025. A copy of the ratified contract was sent to the board for review.

Recommend approval.

AGREEMENT

Between

General Drivers and Helpers Union

Local 554

Omaha, Nebraska

and

Regional Metropolitan Transit Authority of Omaha, dba, Metro

Effective from

January 1, 2023

To

December 31, 2025

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AGREEMENT BETWEEN
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA, dba, METRO

AND

GENERAL DRIVERS AND HELPERS UNION, LOCAL #554

PREAMBLE

This Collective Bargaining Agreement (this "Agreement") is made and entered into by and between the Regional Metropolitan Transit Authority of Omaha, dba; Metro, a body politic and corporate and governmental subdivision of the State of Nebraska ("Metro") and General Drivers and Helpers Union, Local #554 (the "Union").

WITNESSETH:

WHEREAS, Metro provides public mass transportation services within the City of Council Bluffs, Iowa, among other areas, pursuant to an existing agreement between Metro and the City of Council Bluffs, Iowa; and

WHEREAS, the Union is the sole and exclusive collective bargaining representative for those employees of Metro whose primary employment duty is operating public transportation buses exclusively within the city of Council Bluffs, Iowa; and

WHEREAS, Metro and the Union desire to enter a mutually acceptable written collective bargaining agreement intended to govern all terms and conditions of the employment of those employees represented by the Union, including without limitation: wages, rates of pay, and hours of employment; amicable resolution of disputes which arise out of the application or interpretation of this Agreement; and such other relevant terms and conditions as to employment as agreed by Metro and the Union to be in their respective interests in order to establish and maintain a harmonious employment relationship and to best serve public convenience and necessity without interruption; and

WHEREAS, Metro and the Union have achieved a complete understanding and agreement as to such matters and this Agreement is intended to constitute the collective bargaining agreement between Metro and the Union for such purposes. The recitals are hereby integrated into and made a part of this agreement.

WHEREAS, Metro recognizes the General Drivers and Helpers Union, Local #554, as the sole and exclusive collective bargaining representative of all operating employees of Metro in Council Bluffs, Iowa, excluding all other Metro employees.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1

Parties

This Agreement, upon execution by the designated Officers of Metro and designated Officers of the Union, shall be binding on, and insure to the benefit of the respective Parties.

ARTICLE 2

Objects of Agreement

Section 1. The Objects of Agreement, in addition to the specific objects herein otherwise expressed are:

- (A) To preserve industrial amity.
- (B) To effect a spirit of fair dealing between Metro and the employees.
- (C) To bring about and establish a high order of discipline and efficiency by the cooperation of Metro and its employees.
- (D) To promote and ensure harmonious relations, cooperation and understanding between Metro and its employees.
- (E) To encourage economy of operation, protection of property and safety of employees.
- (F) To ensure true collective bargaining under established standards of hours of labor, rates of pay and working conditions.

Section 2. Metro pledges to give its employees considerate and courteous treatment; and the Union, on behalf of the employees, pledges itself and themselves to render Metro loyal and efficient service.

ARTICLE 3

Recognition of Union

Section 1. Both parties agree to meet and confer with one another through their properly accredited officers or committees at all times as to any question or grievance arising out of this Agreement.

Section 2. The Union agrees that it will not at any time conduct Union Business, solicit membership or collect Union dues, fees, or assessments of any kind, or distribute literature or any other type of printed material on Metro's time, unless by mutual agreement between the authorized Officers of the Metro and Union.

Section 3. The Parties hereby agree that no officers, agents, representatives, members, or anyone connected with either Party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

ARTICLE 4

Recognition of Metro

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively to Metro, including, but not limited to, the right, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause, to determine the number of employees to be employed; to hire employees, determine qualifications and assign and direct the work of its employees; to promote, transfer, lay off, recall to work; to determine, and from time-to-time re-determine, the number, location and type of its various operations, functions and services; to set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked including assignments of overtime; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; adopt, issue, amend and revise policies (including without limitation any policies required to be adopted by any federal or state statute, rule or regulation promulgated thereby that is applicable to Metro's operations), Work Rules and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of Metro and to direct the Metro's employees. Metro's failure to exercise any right, prerogative, or function hereby reserved to it, or Metro's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Metro's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. Metro agrees that no employee shall be required to work under conditions detrimental to their health or safety. Metro, further, has safety programs designed to help all employees better perform their assigned tasks.

Section 3. Each employee has been given a rule book, attendance policy and made available copies of all company policies describing rules of conduct and the penalty guidelines for violations. Reasonableness of any rule may be raised as a basis of a grievance involving any disciplinary action.

Section 4. Metro agrees, that in the exercise of the foregoing right, no action shall be taken, nor rule or regulation be adopted which would conflict with the provisions of this Agreement.

Section 5. Metro shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the Payroll Section of the Accounts and Finance Division of Metro of the error. If Metro makes an overpayment to the Union, Metro will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold Metro harmless against any and all claims, suits, orders or judgments brought or issued against Metro as a result of any action taken or not taken by Metro under the provisions of this Article.

ARTICLE 5

Industrial Peace

Section 1. It was the inducement of this Agreement, entered into as a result of the process of collective bargaining, that the terms hereof shall govern the relations of Metro and the employees during the employment, and other conditions of employment. During the whole period of this Agreement, neither the Union nor its members shall authorize, sanction, or engage in any strike or partial suspension of work.

Section 2. Metro likewise agrees that there shall be no lockout during the duration of this Agreement.

Section 3. (Under contract for The City of Council Bluffs) to render continuous service, Metro operates an essential public transportation service obligation. The Union further specifically agrees that, it will in no way interfere with the normal and regular business of Metro, as by sanctioning, conducting, or taking part in any character of boycott, or by participation, directly or indirectly, in any other labor controversy, or otherwise interfering in the regulation of Metro with other employers, regardless of the Union or non-Union affiliation of such other employers with whom Metro may be doing business.

ARTICLE 6

Duration of Agreement

The effective date of this Agreement shall be January 1, 2023, and shall remain in full force until 11:59 P.M. C.S.T., December 31, 2025, regardless of when executed.

ARTICLE 7

Exclusions and Miscellaneous

During the term of this Agreement, Metro shall not be bound to grant any additional demands which may be made by the Union upon Metro, and the Union shall not be bound to grant any additional demands which may be made by Metro upon the Union, except in each case to comply with the terms of this Agreement.

ARTICLE 8

Non-Discrimination Policy

Metro and the Union agree that this Agreement shall be administered in a non-discriminatory manner in all aspects of employment and that no motor coach Operator shall be discriminated against because of race, color, sex, ethnicity, national origin, religion, gender, age, pregnancy, marital status, veteran's status, sexual orientation, genetic information, mental and physical disability, Union membership or non-membership, or any other basis prohibited by any federal, State or local law, rule or regulation.

ARTICLE 9

Notifications

If sent to Metro, same shall be sent to; Metro, 2222 Cuming Street, Omaha, Nebraska, 68102, or to such other address as Metro may hereafter designate, either by hand delivery with receipt or by registered mail.

If sent to the Union, same shall be sent to; General Drivers & Helpers Union, Teamsters Local #554, 4349 South 90th Street, Omaha, Nebraska, 68127, or to such other addresses as either Union may hereafter designate, either by hand delivery with receipt or by registered mail.

ARTICLE 10

Bulletin Boards

The Employer agrees to supply and provide a suitable space for the Union bulletin board. Postings by the Union on such board are to be confined to official business of the Union and will not be of a political or inflammatory nature. All postings will be signed by an agent or official of the Union.

ARTICLE 11

Addition of Job Duty or Section

In the event that any new job duty or section are added by the City of Council Bluffs to Metro bus service contract, said new areas of the contract will be negotiated and added to this contract as they occur without reopening the rest of the existing contract.

ARTICLE 12

Probationary Period

A probationary period shall be observed in the following manner for each new employee during which time the employee may be terminated without recourse by the Union:

- (A) 60 days from the date of completion of training period.
- (B) Extensions of probation up to two (2) months beyond the training period with notification to the Union.
- (C) Extension in case of illness for the same period of time.

ARTICLE 13

Payroll Dates

All employees shall be paid every other Friday by direct deposit only. Metro shall publish the direct deposit dates at the beginning of each calendar year.

ARTICLE 14

Union Dues

Upon written and signed order by the employee, Metro shall be authorized to deduct, through payroll deduction, dues, initiation fees or other assessments of the local union having jurisdiction over such employees, and to make payment for the amount assessed each month to the local union within 30 days after the first payday of each month, with a list of deductions. If a new employee requires assistance in purchasing uniforms the Authority will advance the employee credit at the uniform supplier and deduct an agreed to amount for the employee's check on a bi-weekly basis until the advance is repaid.

ARTICLE 15

Grievance Procedure and Arbitration

Grievances shall be handled in the following manner:

Section 1. A grievance shall be defined as any difference, dispute or complaint between a represented employee or group of represented employees with the same grievance, and Metro regarding an application, meaning, interpretation, or alleged violation of the Work Rules, terms, or operating practices of this Agreement. A grievant or group of grievants with the same grievance shall mean represented employee(s) with any difference, dispute, or complaint against Metro, and such grievant(s) shall have the right to file a Step 1 grievance, with or without Union representation, except as otherwise outlined in this Article.

A Union class action grievance is defined as any difference, dispute, or complaint, between represented grievants as a whole bargaining unit or an entire classification of grievants and Metro regarding an application, meaning, violation, or interpretation of the Work Rules, terms, or operating practices of this Agreement. Only the Union Representative or designee shall have the right to file a Union class action grievance. Any Union class action grievance will enter the grievance procedure at Step 2.

All grievances shall be initiated on a Union-approved written grievance notice form and delivered to the grievant's or group of grievants' immediate supervisor by no later than 5:00 p.m. CST on the tenth (10th) day after the occurrence date of the event serving as the basis for the grievance. The written grievance notice form shall include: (i) a statement of the nature of the grievance and the facts upon which it is based; (ii) the Section(s) of this Agreement or Work Rules relied upon as being applicable; and (iii) the specific remedy or relief desired.

For purposes of this Article 15, business days shall mean weekdays, Monday through Friday, excluding weekends and Metro-recognized holidays.

No grievance or grievance appeal shall be considered if presented after 5:00 p.m. CST on the tenth (10) business day after the occurrence date of the event serving as the basis for the grievance or the date of any written grievance disposition.

At any Step in the grievance procedure as set forth in Section 2 of this Article, a grievant or group of grievants having the same grievance may elect to be accompanied by a Union representative at any time during the grievance process.

Section 2. The grievance procedure shall be conducted according to the following Steps:

a. Step 1:

Upon receipt of any written grievance notice form complying with Section 1 of this Article, the grievant's or group of grievants' manager shall schedule a mutually agreed upon date and time for a Step 1 hearing for purposes of resolving the grievance, (unless mutually waived by both parties for Step 1), to be held within seven (7) business days of the supervisor's receipt of the grievance. Following a Step 1 grievance hearing, the manager will provide a written disposition within seven (7) business days (by 5 p.m.), after the date of the Step 1 hearing, or by mutual consent at such later time as the manager shall reasonably request from the Union Representative or designee.

The appeal of a Step 1 grievance disposition will be limited to only the issue(s) as initially presented by the grievant or group of grievants in the Step 1 grievance.

Metro and the Union may mutually agree to waive Step 1, in which case the grievance hearing will be held at Step 2, unless otherwise provided for in this Article.

a. Step 2:

After the Step 1 grievance disposition, the Union may elect to appeal the grievance disposition on behalf of the grievant or group of grievants with the same grievance by submitting the written grievance notice form indicating its election to appeal the Step 1 grievance disposition to the department head of the grievant's manager within seven (7) business days after the date of the written grievance disposition. Following a Step 2 grievance hearing, the department head will provide a written disposition within seven (7) business days (by 5 p.m.), after the date of the Step 2 hearing, or by mutual consent at such later time as the department head shall reasonably request from the Union Representative or designee.

Grievances involving disciplinary suspensions or issues affecting all bargaining unit members will enter the grievance procedure at Step 2.

Recommendations for the discharge or termination of employment shall not be the subject of a grievance at any Step in the grievance procedure of this Section, and therein, excluded from the grievance procedure set forth in this Article. All recommendations for discharge or termination of employment from employment shall be resolved by a scheduled pre-determination hearing according to Article 16 of the General Provisions of this Agreement.

The appeal of a Step 2 grievance disposition will be limited to only the issue(s) as initially presented by the grievant or group of grievants in the Step 1 grievance, except as otherwise provided for in this Article.

b. Step 3:

The Union Representative or designee, may elect to appeal the Step 2 grievance disposition of the department head on behalf of the grievant or group of grievants by presenting written notice of appeal to the Step 2 grievance disposition to Metro's appointed management representative within seven (7) business days after date of the written Step 2 grievance disposition, except as otherwise provided for in this Article.

After Metro's receipt of the written notice of appeal of the Step 2 grievance disposition from the Union Representative or designee, the Metro-appointed management representative shall schedule a grievance appeal hearing to be held upon a mutually agreed date and time, no later than seven (7) business days after Metro's receipt of the written notice of appeal, unless extended in writing by mutual agreement between the Union and the Metro management representative, but such request for an extension shall not be unreasonably withheld or conditioned.

If Step 1 and/or Step 2 of the grievance procedure have been waived either by the parties or as provided for in this Section, the grievance will enter the grievance procedure at Step 3. Upon receipt of the written grievance notice form complying with Section 1 of this Article, the Union and the Metro management representative shall schedule a hearing at a mutually agreed upon date and time for purposes of resolving the grievance.

The Metro-appointed management representative shall provide a written grievance disposition on the Step 3 grievance or Step 3 grievance appeal within seven (7) business days (by 5:00 p.m.) after the date of the Step 3 grievance hearing or grievance appeal hearing, or except by mutual consent, at such later time as the Metro management representative shall reasonably request an extension from the Union Representative or designee.

The Step 3 grievance appeal will be limited to only those issues as presented by the grievant or group of grievants in the Step 1 and/or Step 2 grievance(s).

Section 3. If the Step 3 grievance is not then settled within ten (10) days, either party may call in a Representative of the Federal Mediation and Conciliation Service.

Section 4(a). In the event a dispute shall arise between Metro and the Union with reference to the proper interpretation or application of the provisions of this Agreement, and such dispute cannot be settled by mutual agreement of the parties, then upon the request of either Metro or the Union, or both, such dispute shall be referred to a Board of Arbitration.

Said Board of Arbitration shall consist of three (3) members, one of whom shall be appointed by Metro, one by the Union, and the third member appointed by the two members so selected. In the event the two members chosen cannot agree upon a third member within three (3) days after the second member has been chosen, then the Director of the Federal Mediation and Conciliation Service shall be requested to furnish a list of five (5) available Arbitrators from among whom said two (2) members shall choose a third member. In the event said two (2) selected members cannot agree upon a third man from the list furnished by the said Director, the said Director shall appoint a third member of said Board. Said Arbitrator Board shall have no power to add to, subtract from, or in any way modify this Agreement, but it shall have the authority only to interpret and apply the provisions of the agreement. Its award shall be in writing and shall be binding upon the Union and Metro and upon the employees involved.

Section 4(b). The party requesting arbitration shall give written notice of the fact to the other party and shall in such notice furnish the name of its Arbitrator; and the opposing party shall, within five (5) days thereafter, appoint its Arbitrator and give notice thereof, in writing to the other party. The parties shall divide the expense of the third Arbitrator.

Section 5. If any grievance out of any action taken by Metro in discharging, suspending, disciplining, transferring, promoting or laying off any regular employee is carried to arbitration, the Arbitrator shall not substitute his judgment for that of the Management and shall only reverse the action or decision of Management if he finds that Metro's complaint against the employee is not supported by the facts and that the Management has acted arbitrarily and in bad faith or in violation of the express terms of this Agreement.

ARTICLE 16

Discharge or Suspension

Except as otherwise permitted in this Agreement or in any Work Rules, Metro shall not discharge or suspend any employee without investigating and without just cause. Discipline shall be administered progressively and or based on overall performance. The severity of the disciplinary action may be determined by prior offenses for which an employee was disciplined, such as poor attendance, poor customer service, overall performance, unsafe practices, and continuous disregard for policies and procedures.

Unless otherwise stated in this agreement or as per Operating Policies and Work Rules, Metro will issue discipline within ten (10) business days from the time that Metro becomes aware that a rule or policy violation has taken place. Any employee disciplined shall have the right to file a grievance regarding said disciplinary action, as per Article 15.

Discharge must be made by proper written notice to the employee and the Union affected. For purposes of progressive discipline, disciplinary actions shall remain active for twelve (12) months from the date of the discipline. All discipline regarding safety violations that have resulted in an accident, incident, or infraction, or were otherwise deemed unsafe and endangered life, or property, will count toward progressive discipline for twenty-four (24) months.

A. Suspension

Section 1. Except to the extent permitted in this Agreement or in any Work Rules, Metro shall not discharge or suspend any employee without pay unless the employee has been first given a written verbal warning, if required by the Work Rules. A copy of any required written notice shall be promptly delivered to the Union.

Section 2. In accordance with DOT regulations, as amended from time to time, and Metro's Board adopted Operating Policy No. 49 Prevention of Alcohol Misuse and Prohibited Drug Use, as amended from time to time, all Covered Employees, as defined in Operating Policy No. 49, are subject to DOT drug and alcohol screening as a condition of employment. Metro has zero tolerance of drug and alcohol use by Covered Employees. Any Covered Employee who has a verified positive DOT test for prohibited drugs and/or alcohol (BAC at or above 0.04) or refuses any DOT drug or alcohol testing will be referred to a Substance Abuse Professional and subject to termination. Any Covered Employee with a DOT verified positive test for prohibited drugs and/or alcohol will be suspended without pay immediately, pending a pre-determination hearing for termination of employment.

Section 3. Metro and the Union will adopt approved Work Rules and regulations which will be to this Agreement and made a part hereof as if set out in full in this Article. Metro and the Union may modify those work rules and regulations by written agreement and the modifications or additions shall take effect upon the date of the written agreement of the Union and Metro.

Section 4. Nothing in this Agreement shall preclude Metro from suspending an employee with pay pending an investigation. A suspension with pay pending investigation is not subject to the grievance process. Metro shall have fifteen (15) business days following the date of an employee's suspension with pay to conduct its investigation unless Metro and the Union agree to an extension of an additional ten (10) business days to complete the investigation. Metro shall request the extension in writing by the close of business on the tenth (10th) business day from the date that the employee was placed on suspension pending an investigation. The Union shall not unreasonably withhold consent for requests for an additional ten (10) days to complete the investigation provided that Metro has supplied a timely justification with the request. Nonetheless, depending on the complexity of the investigation, Metro will make every effort to

complete investigations in less than the initial fifteen (15) days. Nothing in Article 13 shall be construed to prohibit Metro from thereafter discharging or terminating the employee.

Any employee may request an investigation as to his discharge or suspension. Should such an investigation prove that the employee did not commit a policy or rule violation, the employee shall be reinstated immediately.

B. Discharge or Termination

Section 1. Employees suspended with or without pay pending recommendation for discharge or termination of employment will be scheduled a predetermination hearing with Metro's Chief Executive Officer (CEO), or his/her designee.

Section 2. Letters concerning recommendations for discharge or termination of employment, notice of scheduled predetermination hearings, and predetermination hearing dispositions will be hand delivered, sent via overnight delivery with receipt by carrier, or sent via U.S. Mail to the employee. Metro will deliver all copies of recommendations for discharge or termination of employment, notice of scheduled predetermination hearings, and predetermination hearing dispositions to the Union. The CEO, or his/her designee, will issue a written predetermination hearing disposition within five (5) business days of the close of the predetermination hearing and record, unless Metro and the Union mutually agree to an extension for additional time.

Time Limits: Disciplinary actions will not be considered toward progressive discipline after twelve (12) months; however, if the employee's action resulted in an accident/incident or was otherwise deemed unsafe and endangered life or property the employee's action will count toward progressive discipline for twenty-four (24) months.

ARTICLE 17

Jury Pay

Section 1. Should an employee be required to attend court, inquests or serve on jury duty or other hearing under instruction of Metro during their regularly scheduled workday, they will receive their regular pay minus any fees the employee may receive.

Section 2. When an employee is released from above, they will be available for work up to the time remaining in an eight (8) hour day starting from their initial report.

ARTICLE 18

Health and Welfare Benefits

All employees are covered by the Metro Health Plan and will contribute the prevailing contribution assigned to all bargaining unit employees. In the event that the Employee is absent from work the Employer cannot deduct the contribution until such time as the Employee returns, unless otherwise authorized by the Employee.

The Employee is still responsible for all of the Metro Health Plan contributions while absent. Should the Employee not pay their Metro Health Plan contributions during their absence, the Employer shall then collect any and all past due contributions which are due upon the Employee's return. The Employer shall take into consideration the amount owed and work with the Employee an amount that is reasonable to both the Employee and the Employer; and may be spread out over multiple payroll checks. In no event shall Metro be obligated to pay more than the weekly amounts noted above for each covered employee.

By execution of this Agreement, Metro authorizes the Employers Association which are parties thereto to enter into appropriate Trust Agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies Metro of such absence, Metro shall continue to make the required contributions for a period of four (4) weeks, except in cases of approved "Family Medical Leave". If an employee is injured on the job, Metro shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

An employee granted a leave of absence will pay to Metro prior to the effective leave period his/her required contributions to the Metro Health Plan for the entirety of the leave of absence period, except Metro will pay employee's required contributions if employee's absence is due to his/her active-duty military service, or Military Reserves or National Guard annual training(s), or as otherwise provided by law.

Contributions to the Metro Health Plan are made monthly after receipt of invoice on each regular employee even though such employee may work only part-time under the provisions of the Contract. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph.

Metro and the Union will adhere to any change(s) in federal, State, or local law, rule, or regulation.

ARTICLE 19

Pension Plan

Metro shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, Benefit Class 16, the rate stated in the table below for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. This fund shall be the Central States, Southeast and Southwest, Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which Metro is a party to this Agreement are also parties.

| <u>DATE</u> | <u>RATE</u> |
|------------------------|-------------------|
| Effective July 1, 2022 | \$207.90 per week |
| Effective July 1, 2023 | \$216.20 per week |
| Effective July 1, 2024 | \$224.80 per week |
| Effective July 1, 2025 | \$233.80 per week |
| Effective July 1, 2026 | \$243.20 per week |

By the execution of this Agreement, Metro authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate Metro trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies Metro of such absence, Metro shall continue to take the required contributions for a period of four (4) weeks. If an employee is injured on the job, Metro shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, Metro shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund are paid monthly after receipt of invoice on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement.

Metro and the Union will adhere to any change(s) in federal, State, or local law, rule or regulation.

Retirement Severance

Section 1. Metro provides a retirement severance to all full-time employees who are eligible to retire per the Pension Plan guidelines, (considered normal or late retirement); if they immediately

qualify for a monthly retirement benefit; and is pro-rated based upon the years of service. An employee must have a minimum of 5 full years of continuous service to obtain any Retirement Severance as stated on the table below; this money is taxable.

5 years = \$2,250; 6 years = \$2,700; 7 years = \$3,150; 8 years = \$3,600; 9 years = \$4,050; 10 years = \$4,500 20 years = \$5,000; 25 years = \$5,500; 30 years = \$6,000

If an employee resigns or is terminated for cause, the Retirement Severance is forfeited. Upon retirement, an employee must pass your anniversary date to earn and receive a Holiday Anniversary (HA) and Holiday Birthday (HB).

Section 2. Disability Retirement, the employee will receive a \$500 severance only. Presently, if an employee is 60 years of age or older at the time of hire, such employee does not qualify for Retirement Severance.

ARTICLE 20

Holidays

Section 1. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be observed as holidays and will be paid at eight (8) hours at straight time rate or run time, whichever is greater.

Employees who opt to take vacation during a holiday may not perform work on said holiday, except in cases of a Metro-declared emergency, or with mutual consent.

Metro reserves the right to operate any of its services on any holiday.

Martin Luther King Day will also be an observed holiday. It is understood that work performed on Martin Luther King Day shall be at straight time rate. Employees may accept eight (8) hours holiday pay or until such time as Metro discontinues service on Martin Luther King Day, employees may use this holiday, or another mutually agreed day.

Beginning in the calendar year 2024, Juneteenth Day will also be an observed holiday. It is understood that work performed on Juneteenth Day shall be at straight-time rate. Employees may accept eight (8) hours holiday pay or until such time as Metro discontinues service on Juneteenth Day, employees may use this holiday, or another mutually agreed day.

Section 2. The regularly scheduled day before and the regularly scheduled day after the holiday must be worked to qualify for holiday pay unless properly excused by Supervision. It is understood that an employee will not lose holiday pay for Martin Luther King Day or Juneteenth, per the above, providing he/she works the actual day of the holiday.

Section 3. Martin Luther King Day or Juneteenth holidays are to be paid at the regular rate for all hours worked.

Hours worked during New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be paid at time and half-time rates.

Failure to work a paid holiday if scheduled to work, without proper excuse, will automatically disallow payment of holiday allowance.

- (A) Employees who would otherwise lose the holiday allowance due to reporting late for work, shall nevertheless receive this allowance if the employee works a full run or performs eight (8) hours of work after reporting late.
- (B) An employee drawing relief benefits for a period during which a holiday falls will receive holiday pay from Metro, but not relief benefits for that holiday.
- (C) Each extra Operator shall receive eight (8) hours pay at the regular straight-time hourly rate as a holiday allowance.
- (D) If required to report, an Extra Operator will be paid the regular rate of pay for work performed subject to a minimum of six (6) hour day.
- (E) By mutual consent, Metro shall have the right to adjust service levels and staffing requirements to the anticipated demand for service on the day of the holiday, and the days preceding or following the holiday.

ARTICLE 21

Paid Time Off

Section 1. Birthday. After one (1) year of service, employees will be granted a day off for their birthdays with pay for eight (8) hours at straight-time rate. The employee will make prior arrangements to be excused within the month of the birthday or other mutually agreed day. Only one employee will be allowed off each day for paid time off. An employee's actual birthday will trump another employee's request for a paid time off request. However, a bid vacation week will trump all paid time off requests.

Section 2. Anniversary Date. Employees will be granted a day off for the anniversary date of their employment with Metro with pay for eight (8) hours at straight-time rate. The employee will make prior arrangements to be excused within the month of the anniversary or other mutually agreed day. Seniority order prevails. Only one employee will be allowed off for any paid time off day. However, a bid vacation week will trump all paid time off requests.

Section 3. Personal Day Off. After one (1) year of service, employees will be granted a personal day off. Time off must be taken during the period January 3, through December 15. Metro will pay for eight (8) hours at straight-time rate. Only one employee will be allowed off for

any paid time off day. However, the Personal Day Off will trump all other paid time off requests except an actual birthday request and or a bid vacation week that will trump all paid time off requests.

The following procedure of granting paid time off in the Transportation Section has been agreed to:

Operators must turn in a request for vacation day at a time and floating holidays (MLK, HP, HA, HB, and Juneteenth) at least seven (7) days in advance of the requested day. Operators will be granted by seniority six (6) days prior to the requested day off.

1. Paid days off will be granted on a first come first serve basis with less than seven (7) days' notice up to 3:00 pm the day before the requested day.
2. If there are any paid days available after 3:00 pm the day before and up to noon the day of, an Operator may substitute only a (DAT) vacation absence for a paid day if requested and will be granted by seniority the next day after the absence. The Operator who receives the vacation (DAT) will have no attendance points assessed if proper notification is given.
3. Paid days available during a snow day will be assessed the next day and if paid days are granted it will be by seniority.

Section 4. Operators may exchange runs in increments of one (1) hour providing that dispatch is informed of any Operator exchange. For all other exchanges, the run exchange form will be used. Should an Operator fail, for any reason to honor their exchange within the allotted time, said Operator's pay will be deducted accordingly. It is understood that under no circumstances will Metro be liable for any penalty pay when an exchange has occurred in the above manner.

ARTICLE 22

Funeral Leave - Bereavement

Funeral Leave, Bereavement. In the event of the death of an employee's family member as described in the table below, the employee shall be given three (3) working days off (one of which must be the day of the funeral) with pay will be allowed in the event of the death of an employee's parent, spouse, child, brother, sister, or parent-in-law. Funeral leave does not apply on days off or vacations and may not be used to lengthen a vacation. All employees will be paid eight (8) hours' straight-time rate.

Paid funeral leave as follows:

- A) Natural mother or stepmother,

- B) Natural father or stepfather,
- C) Current Husband or wife
- D) Son(s), daughter(s) or adopted children.
- E) Brother(s), sister(s)
- F) Mother-in-law or stepmother-in-law, but not both
- G) Father-in-law or step father-in-law, but not both

These option(s) shall only apply to one or the other, and under no circumstances will paid leave be allowed in both situations.

In addition, unpaid leave of up to three (3) working days off (one of which must be the day of the funeral) may be taken in the event of the death of a Grandparent, Grandchild, or stepchildren. A death certificate, certificate of attendance or mortician's report of death is required in all cases to be eligible for any funeral leave.

ARTICLE 23

Safety

A. Safety

Section 1. Metro and the Union will cooperate in the continued objective of eliminating accidents/incidents and health hazards, and all employees are expected to cooperate towards this goal.

Section 2. Metro shall make reasonable provisions for the safety and health of its employees during the hours of their employment in accordance with all applicable Federal, State, and local laws. Metro and the Union will cooperate and encourage the employees to work in a safe manner. All employees have a responsibility to perform their assigned work in a safe and proper manner, devoting individual attention to it.

Section 3. Metro shall maintain vehicles and equipment in a safe working condition, and no employee of Metro shall be required or assigned to work in a hazardous or unsafe situation without proper safety precautions being observed.

Section 4. Metro will make reasonable efforts to ensure that vehicles have air conditioners or heaters in working order.

Section 5. In an attempt to ensure the safety of Metro employees, bus operators shall not handle money.

B. Accidents and Incidents

Section 1. A preventable accident means a collision or crash in which the driver failed to do everything reasonable to avoid it. A collision or crash includes, but is not limited to, contact with any motor vehicle, bicycle, property, pedestrian, or stationary object. A Preventable accident is considered just cause for discipline.

Section 2. A non-preventable accident means a collision or crash would have occurred regardless of the actions of the driver.

Section 3. Incident means any event which results in, or has the potential to cause, bodily injury and may or may not result in property damage.

- a. A Major Incident involves bodily injury requiring immediate medical treatment away from the scene; and
- b. A Minor Incident may or may not involve bodily injury requiring first aid or other minor medical treatment.

Section 4. A Major Accident, whether Preventable or Non-Preventable, means a collision or crash resulting in damage(s) to a vehicle and/or property, rendering any vehicle inoperable or requiring extensive mechanical repairs, and/or may result in serious bodily injuries requiring medical treatment away from the scene.

Section 5. A Preventable Major Accident involves one or more of the following are found to have occurred:

1. Either Metro's vehicle and/or other vehicles were rendered inoperable, required extensive mechanical repairs, or towed;
2. Extensive damages to property;
3. Serious bodily injuries resulted requiring immediate medical treatment away from the scene;
4. Violation of federal, state, or local laws, regulations, statutes, or ordinances, regardless of issuance of a citation by a public officer;
5. Violation of Metro's policies, procedures, rules, and bulletins; and/or
6. Disregard for the safety or lives of others.

Section 6. A Minor Accident, whether Preventable or Non-Preventable, means a collision or crash resulting in damage(s) to a vehicle or vehicles that does not impede the vehicle's ability to safely operate, minor damages to property, and/or bodily injuries not requiring immediate medical treatment.

Section 7. A Preventable Accident Infraction means a collision or crash resulting in no property or vehicle damage(s) or nominal loss to property wherein no bodily injury occur(s).

An employee may have one Preventable Accident Infraction within a six (6) month period. Any subsequent Preventable Accident Infraction(s) within a six (6) month period will be utilized towards progressive discipline.

Section 8. Progression of Discipline for Preventable Accidents and Incidents:

1. Preventable Major Accident or Major Incident, after full investigation:
 - a) Subject to suspension or termination.
2. Preventable Minor Accidents or Minor Incident:
 - a) First offense – Retraining and Reprimand, with 1 point;
 - b) Second offense – Retraining and Reprimand, with 3 points;
 - c) Third offense – Retraining and 3 days Suspension with 5 points
 - d) Subsequent offenses – Subject to termination.
3. Preventable Accident Infraction.
 - a) First Offense – No fault
 - b) Second and Subsequent Offenses – Converts to Preventable Minor Accident

Section 9. Other Safety Violations

1. Failure to Report an Accident, Incident, or Infraction - Failure to report any accident, incident, or infraction involving a Metro vehicle, property, or passenger to the appropriate supervisor on duty immediately will result in suspension or termination.
2. Leaving the Scene of an Accident, Incident, or Infraction – Leaving the scene of an accident, incident, or infraction involving a Metro vehicle, property, or passenger without authorization from a supervisor or the police will result in suspension or termination.
3. Refusal to Give Testimony or Cooperate in an Investigation - Refusing to give testimony and/or cooperate in any accident, incident, infraction, disciplinary or other investigation or personnel evaluation, including any performance evaluation associated with probationary employees or training, will result in termination. Metro employees are required to provide relevant and truthful information within their knowledge related to matters that are the subject of an ongoing investigation, upon request from Metro management personnel.
4. Failure to Submit a Written Accident, Incident, or Infraction Report – Failure to submit a written accident, incident, or infraction report within 24 hours (unless otherwise instructed by management) following the occurrence will result in disciplinary action.
5. Failure to Notify Metro of Work-Related Injury or Illness - Any work-related injury or illness sustained by an employee arising out of her/his employment and occurring in the course of employment must be immediately reported to her/his supervisor and Metro's designated report form completed and submitted within 24 hours of such occurrence unless otherwise authorized by management. Failure to immediately report or late reports of Work-Related Injury or Illness will result in disciplinary action.

6. Failure to Follow Accident, Incident, or Infraction Procedures - Failure to follow the established Metro policies, procedures, rules, and/or bulletins when involved in any accident or incident will result in disciplinary action.

7. All discipline regarding safety violations that have resulted in an accident, incident, or infraction, or was otherwise deemed unsafe and endangered life, or property, will count toward progressive discipline for twenty-four (24) months. Nothing herein shall prevent or prohibit the application of discipline as outlined in Article 16.

C. Assault in The Line of Duty

Should an employee be assaulted while in the performance of their duty, if physical contact is made with the employee's person, or if the employee is in no condition to operate a Metro vehicle, such employee shall be relieved from duty with pay for the remaining part of the employee's shift. If because of the assault the employee sustained injuries and is not able to work, the employee shall not lose any pay for the period up to and before the start of indemnity benefits as provided under the Nebraska Workers' Compensation Act, unless otherwise provided under the Nebraska Workers' Compensation Act, provided, documentation of a police report, and doctor's statement detailing nature of injury and their inability to return to work is submitted.

D. Electronic Devices and Distracted Drivers

Use of any electronic device or other devices that causes or may potentially cause, distracted driving including but not be limited to, any manner of cell phone usage, or viewing or sending text messages, use of any in-ear device, or any other music delivery device, while operating a Metro vehicle, unless such device is required for business of Metro.

- a. First Offense: Written Warning;
 - b. Second Offense: 5-day Suspension;
 - i. In the event a preventable accident or incident occurs while the employee is using any electronic device, the employee is subject to termination.
 - c. Third Offense: Discharge.
1. All discipline for violation of Electronic Devices and Distracted Drivers shall remain in the employee's permanent personnel file for the duration of employment.
 2. Nothing in this Article shall prevent or prohibit the suspension, discipline, or termination of an employee as provided for in Article 16 of this Agreement.

Section 10. Electronic Surveillance

Metro and the Union agree that on board vehicle and facility video surveillance is for the safety

of employees, passengers, and Metro. Metro may use/review the video surveillance system to investigate safety concerns, accidents, incidents, infractions, and complaints, utilize video surveillance for the training of new employees or for the retraining of employees. Metro will not engage in video surveillance that involves disparate, arbitrary fishing or the targeted surveillance of employees.

If the video surveillance system is reviewed based on a complaint, Metro will limit the review of the surveillance system to ten (10) minutes prior to or after the time provided by the complainant; however, should any infraction/violation of Metro's policies, procedures, rules, bulletins, or this Agreement is discovered during said time, Metro may review the video surveillance system up to one (1) hour prior or after the time of the reported and or validated accident, incident or complaint.

Within three business days, Metro will notify the employee and the Union of any complaints for which the surveillance system is being reviewed. Upon requests of the employee or the Union, Metro will coordinate for the employee, and or the Union to review available recordings of the surveillance system prior to, and/or during a grievance or pre-determination hearing.

ARTICLE 24

National Defense

Any employee covered by this Agreement who is a member of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, and are employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States, or who are otherwise benefited by the federal Uniformed Services Employment and Reemployment Rights Act of 1994, (38 U.S.C. Chapter 43, as amended from time to time) shall be accorded such benefits in respect of such service as may be required by the laws, as may be applicable, of the State of Nebraska and the United States.

ARTICLE 25

Attendance and Leave of Absence

Attendance:

Regular and predictable attendance is an essential job function, and all employees are required to be available to perform their regularly scheduled assigned work schedules and job duties. Employees are required to fulfill minimum attendance standards. Employees who fail to report for work, report late for work, or fail to complete their regularly scheduled work assignment, other than those absences expressly excluded by this Article, will be subject to disciplinary action, as stated below.

Section 1. Absence Occurrences

1. An absence occurrence means an unexcused, nonscheduled, or non-preapproved absence from scheduled work.
2. Employees must report their impending absence from work by notifying the Dispatch Center, immediate supervisor, or manager at least one (1) hour prior to their scheduled report time. Nonetheless, said absence will still be counted as a nonscheduled or non-preapproved absence and will be assessed according to the absence occurrence disciplinary progression set forth in this Article.
3. Except for emergencies where the employee provides documented evidence to Metro's satisfaction, all unexcused, nonscheduled, or non-preapproved absences will be counted as occurrences including absences related to sickness.
4. Unexcused absences that exceed two (2) consecutive workdays will incur additional absence occurrences per day, except when the employee provides a physician's excuse. Employees absent because of illness for three (3) consecutive workdays will be required to submit medical documentation and a return to work to Human Resources prior to returning to work.
5. An employee who is absent from work more than one (1) day must call his/her immediate supervisor by 3:00 pm daily for the next day report time, and by 5:00 am daily for the same day, afternoon report time. Failure to do so will cause the employee to be charged with an absence occurrence.
6. Pre-approved paid leave may be used for personal business, illness, or medical appointments provided that such leave was submitted and approved in advance as per Article 21.
7. Pre-approved paid time leave will not be approved for any period less than four (4) hours to enable Metro to coordinate the appropriate coverage of the employee's schedule, except with management pre-approval.

Section 2. Absence Occurrence Disciplinary Progression Within a 12-month Rolling Period:

- 1st Absence Occurrence No-Fault
- 2nd Absence Occurrence No-Fault
- 3rd Absence Occurrence No-Fault
- 4th Absence Occurrence Verbal Written Warning
- 5th Absence Occurrence Written Reprimand
- 6th Absence Occurrence Written Reprimand with one (1) day Unpaid Suspension
- 7th Absence Occurrence Written Reprimand with two (2) day Unpaid Suspension

- 8th Absence Occurrence Written Reprimand with three (3) day Unpaid Suspension
- 9th Absence Occurrence Discharge

The absence occurrence disciplinary progression is based on a rolling twelve (12) month period. See section 6 for unexcused absences incurred while using Paid Time Off for Sickness.

Section 3. Late Report to Work – Missout Occurrences Within a 12-month Rolling Period:

- a. A missout occurrence means failure by an employee to report on-time and at the proper place for a scheduled work assignment. Missout occurrences will be assessed for:
 1. Failure to report on time, either at or before the scheduled report time for operators.
 2. Failure to report within three (3) minutes of any scheduled report time for employees other than Operators.

b. Late Report to Work – Missout Occurrence Disciplinary Progression Within a 12-month Rolling Period:

- 1st Offense No-fault
- 2nd Offense No-fault
- 3rd Offense No-fault
- 4th Offense Verbal Written Warning
- 5th Offense Written Reprimand
- 6th Offense Written Reprimand with one (1) day Unpaid Suspension
- 7th Offense Written Reprimand with two (2) day Unpaid Suspension
- 8th Offense Written Reprimand with three (3) day unpaid suspension
- 9th Offense Discharge

- c. Two (2) late reports without notifying the Dispatch Center, immediate supervisor, or manager at least one hour prior to employee’s report time will be counted as one (1) absence occurrence.

Section 4. Absence Without Leave (AWOL)

- a. Absent Without Leave (AWOL) means any employee who fails to notify the Metro of an absence within four (4) hours after his/her scheduled starting time or fails to report for a scheduled employer-authorized medical examination and/or appointment for treatment within thirty (30) minutes after the time of the appointment is considered to be absent without leave. AWOLs will be counted in the absence occurrence disciplinary progression set forth in this Article.
- b. Non-consecutive days of AWOL will result in the following:

- 1st Offense Written Reprimand
- 2nd Offense Three (3) day unpaid suspension
- 3rd Offense Discharge

c. Two (2) consecutive scheduled workdays an employee is AWOL shall be considered job abandonment and subject to discharge.

Section 5. Excused Absences

Absences excluded from the absence occurrence disciplinary progression are defined as follows:

1. Scheduled Vacation Leave
2. Approved Leaves of Absence
3. Paid Holidays
4. Approved Bereavement
5. Jury/Election Duty with advance notification
6. Disciplinary Suspensions
7. Documented Court Ordered Appearances with advance notification
8. Metro determined compensable Work-Related Injury
9. Absence due to a certified serious medical condition as provided for under the Family Medical Leave Act, (FMLA)
10. Excused Absence for Union business with advance notification
11. Preapproved time off for medical appointments
12. Hospital confinement
13. Military Leave
14. Emergencies – Documentation to Metro’s satisfaction must be presented by employees to their immediate manager, within twenty-four hours after the absence occurrence.

Transitioning from the Attendance Point System to the No-Fault Attendance Progression:

To transition to the no-fault attendance system, on 1/1/2023, all attendance points for unexcused absences and late reports incurred by 12/31/2022 will be removed from all employees. All points for unexcused absences incurred between 1/1/2023 and the ratification of this Agreement will be removed for all employees. No points will be removed for AWOLs.

Section 6. Paid Time Off for Sickness (PTOS)

In addition to accrued paid vacation leave and Metro-recognized paid holidays which may be used for preapproved time off as provided by Articles 20 and 21, employees may accrue up to a maximum of four (4) limited to eight (8) hours per regular scheduled workday of paid time off for sickness per calendar year available to be used for sickness beginning January 1 of each calendar year.

On January 1 of each calendar year, employees who have successfully completed their

employment probationary period as provided for in this Agreement are eligible for two (2) regularly scheduled workdays of paid time off for sickness consisting of eight (8) hours available.

As an attendance incentive:

On July 1, employees who have achieved one (1) or less unexcused absences, whether as a full regularly scheduled workday or part of a regularly scheduled workday, between January 1 and June 30, will accrue one (1) eight (8) hour day of Paid Time Off for Sickness for the current calendar year.

On December 31 of each calendar year, employees who have achieved one (1) or less unexcused absences, whether as a full regularly scheduled workday or part of a regularly scheduled workday, between July 1 and December 31, will accrue one (1) eight (8) hour day of Paid Time Off for Sickness available after January 1 of the subsequent calendar year.

No employee shall accrue more than two (2) eight (8) hour regularly scheduled workdays of paid time off for sickness per calendar year.

Any regularly scheduled workday before and any regularly scheduled workday after a Metro-recognized paid holiday must be worked to qualify for paid time off for sickness.

Paid Time Off for Sickness may only be used for employee sickness and may not be used concurrently with Short-Term Disability (STD). Any regularly workday before and any regularly scheduled workday after a Metro-recognized paid holiday must be worked to qualify for paid time off for sickness. Employees may not use Paid Time off for Sickness for absences during any working holidays, nor before or after New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Employees may use Paid Time Off for Sickness without incurring an absence occurrence if they first report their impending absence from work by notifying the Dispatch Center, immediate supervisor, or manager at least one (1) hour prior to their scheduled report time, provided that a vacation slot is available. Otherwise, unexcused absence occurrences incurred when Paid Time Off for Sickness is used will be based on a rolling six (6) month period.

No employee shall have more than a maximum of four (4) eight (8) hours consecutive paid sick regularly scheduled workdays available to them at any one time during any calendar year.

On December 31 of each calendar year, all unused Paid Time Off for Sickness accrued by an employee under this Article that are still available but not yet used by the employee will be paid by Metro during a regularly scheduled pay period during the month of January as a non-wage lump sum calculated at the employee's hourly rate of pay on December 31 multiplied by the number of hours still available but not yet used. Available but not yet used Paid Time Off for Sickness will also be paid to an employee who officially retires. Under no other qualifying circumstances shall Metro pay available but not yet used Paid Time Off for Sickness.

Approval of full-day preapproved sick leave will be conducted as per Article 21.

Section 7. Pre-approved Medical Appointments

Employees who pre-schedule medical appointments of up to four (4) hours for themselves, their spouse, or their children under the age of nineteen, or disabled dependents, and provide advance notification of at least two business days of their scheduled appointment to Dispatch, their immediate supervisor or manager, may be allowed excused time off paid or unpaid for said appointment based on staff coverage.

The number of preapproved sick leave per day will be approved as per Article 21.

Section 8. Leave of Absence (LOA)

LOA may be granted by Metro's CEO, on a case-by-case basis upon reasonable notice. The maximum time for LOA or without loss of Section seniority is ninety 90 calendar days.

All employees who are granted a LOA will be required to pay the COBRA insurance premium rate under the following schedule:

- (A) 0 – 14 Days No Penalty
- (B) 15 – 30 Days Employee to pay one-half of the Cobra monthly insurance premium.
- (C) 31 Days and Over Employee to pay full Cobra monthly insurance premium.

Section 9. No Leave of Absence will be granted to an employee to engage in other work or employment.

Section 10. Failure to report for work upon the expiration of LOA, without being excused by Metro's CEO, shall constitute job abandonment, and serve as cause for discharge.

Section 11. Nothing herein this Article shall prevent the discharge of an employee as outlined in Article 13 of the Agreement.

ARTICLE 26

Vacations

The following regulations shall govern vacations and vacation allowances for the term of this Agreement for all sections.

Definitions:

Calendar Year – January 1st to December 31st

Full-Time - Those employees who are not in a position classified as part-time.

Proration - When vacation hours are prorated the employee's month and calendar day of hire shall be used as the beginning/start of a full work month, and then each successive month on that day thereafter will be counted as a full month of work. Only increments of full months will be used for proration.

Section 1. All eligible full-time employees of Metro will choose vacations in order of seniority.

Employees who have been employed one (1) year or less, during the vacation bid, will bid on their vacation, for the next year, to be taken on or after their anniversary date.

An employee who leaves the service of Metro after passing said Anniversary date shall be entitled to all earned vacation due, including a proration based upon the amount of time worked beyond the Anniversary date. The employee's date of hire shall be used as the beginning/start of a full work month, and then each successive month on that day thereafter will be counted as a full month of work.

At the start of a calendar year vacation time will be awarded to all employees based on what is anticipated to be earned through their anniversary date during that calendar year. Some part or all of this time may be in advance of his/her Anniversary date for that year. Vacation is earned by an employee based on their prior calendar year anniversary through their current calendar year anniversary. However, in the event an employee subsequently leaves the service of Metro prior to his/her Anniversary date, any excess vacation allowance previously paid for during that calendar year will be deducted in the final settlement on a prorated basis.

Vacation shall be available as detailed below:

| Continuous Service Period Required | Vacation Period Allowed | Basis of Pay Allowance |
|---|-------------------------|------------------------|
| After the completion of training period | 3 day | 25.5 Hours |
| 2 nd Calendar year through the 5 th Calendar year | 2 Weeks | Run Time |
| 6 th Calendar year through the 11 th Calendar year | 3 Weeks | Run Time |
| 12 th Calendar year through 18 th anniversary years | 4 Weeks | Run Time |
| 19 th Calendar year all subsequent calendar years | 5 Weeks | Run Time |

Section 2. No employee shall work on his/her vacation except in cases of a company-declared emergency, with mutual consent.

Section 3. Change of Vacations. Bid vacations may be changed under the following conditions:

- (A) An employee requests one (1) or more unused weeks of vacation be changed to a period when the employee is unable to work due to illness.
- (B) An opening is available due to the termination of employment of another employee, in the same department for any reason.
- (C) Any time Metro grants an employee's request for change.
- (D) Whenever a period is made available by a change for one of the above reasons. It is understood that a vacated week will not be posted if a change has been allowed per the above conditions and said change allowed for more employees off work in that week than originally posted and bid.

The period made vacant by reason of an employee being permitted to change his/her vacation to another period will be posted on the bulletin board when and as they occur. The newly vacated periods will be picked according to seniority within seven (7) days after posting. If not picked within that time, the vacant period will be forfeited and closed.

Vacation periods may not be changed more than once except by the Department head involved. Any changes must be made no later than three (3) weeks before the vacation period is to begin.

It will be the responsibility of each employee to observe and notify the dispatcher of his/her pick of vacant period if he/she so desires. The dispatcher is not required to call the employee's attention to the posted list or ask the employee to pick.

The new assignment will not be made until the close of the above-mentioned seven (7) day period.

Section 4. A vacation pick will be held in December on a Tuesday in the same manner as a pick of runs.

Section 5. Accrued vacation will be paid in case of a layoff according to company policy.

Employees who are discharged, laid off, die, retired, or who resign will receive payment for vacation earned as of December 31 of the previous year, but not taken.

Section 6. Qualification. The employee must have worked 75% available work in preceding year in order to qualify for full vacation allotment in the succeeding year. Employees who have worked less than the 50% requirement shall be eligible for vacation benefit based upon the percentage actually worked, times the number of vacation days awarded. The period of time on which the computation will be determined shall be November 1 through October 31, preceding the vacation pick. Employees who are affected as per the above shall be allowed to pick vacation time for full weeks only. Partial weeks or days shall be taken as per mutual agreement between the

employee and Metro and shall not take precedence over the holidays of Birthday and Anniversary day.

ARTICLE 27

Qualification

Every employee must have, hold and maintain a valid and current State issued Commercial Driver's License. Additionally, each employee must have, hold and maintain a valid DOT Medical card issued by Metro, through their designated Medical Review Officer. Upon any event or occurrence, which shall eliminate that person's qualification under this definition, said employee shall immediately be suspended until the employee is again released by Metro's doctor.

ARTICLE 28

Allowances for Accident /Incident Reports

When required by Metro, allowances for accident and incident reports must be paid at the employees' straight time rate except when completed during the employees' assigned shift/run for that day. Allowances will be 25 minutes for an accident report and 10 minutes for an incident report, both at straight time.

ARTICLE 29

Job Classifications

Section 1. Regular Full Time Operator: Qualified Operator who bids and holds a regular assignment.

Section 2. Extra Board Operator: Qualified Operator who bids or is assigned to the Extra Board.

Section 3. Operator-in-Training: An Operator-in-Training, pending successful passage of a Training Program so designated by Metro.

ARTICLE 30

Wages and Conditions Affecting Pay

Section 1. Wages.

| | January 1, 2023 | January 1, 2024 | January 1, 2025 |
|-------------------|-----------------|-----------------|-----------------|
| 1st Nine Months | \$20.42 | \$20.83 | \$21.46 |
| Next Six Months | \$21.19 | \$21.61 | \$22.26 |
| Next Six Months | \$21.94 | \$22.38 | \$23.05 |
| Next Three Months | \$22.44 | \$22.89 | \$23.58 |
| Thereafter | \$24.08 | \$24.80 | \$25.77 |

Section 2. Operators-in-Training rate will be paid at the discretion of Metro. This rate shall prevail during all of the training period of such employee and until they become qualified, in the sole judgment of Metro, to become a Regular Operator.

Section 3. Operator Instructors / Trainers instructing students shall not be charged with any accidents while so doing unless they are willfully neglectful of their duty. Notations on Operator records pertaining to accidents while instructing students will not be recorded unless by mutual agreement. Instructors will be compensated for their bid run pay plus an additional \$2.50 per hour of that bid run while an Operator-in-Training is operating the bus on the operator’s bid run. Training instructors are defined as a bus operator with an operator-in-training driving the bus while the trainer instructor generally rides. Each scheduled run of Operators shall include the following allowances:

Pay for ten (10) minutes reporting time will be allowed at the beginning of all garage pull-outs. Additional reporting time will be allowed at the beginning of a run relieved away from Metro’s Building. A maximum of one (1) report per day will be allowed. Eighteen (18) minutes will be paid to report to 19th and Douglas and Metro only pays for the initial report and not secondary or tertiary reports.

Section 4. Time shall be computed from the time Operators are scheduled to leave the garage or scheduled to relieve on the line to the time scheduled to arrive at the garage or scheduled to be relieved on the line. Employees shall be paid for all time spent in the service of the employer, but not driving to and from work.

Section 5. Regular runs shall be paid for on the basis of not less than eight (8) hours. Time worked in excess of twelve (12) hours spread, shall be paid for at time and one-half (1-1/2) of the Operator's regular pay rate.

=Section 6. Any time worked by a regular Operator in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). An Operator called in or called

back for work shall be protected by a minimum of one (1) hour for any service he is required to perform, even though canceled.

Section 7. Night premium of four (4) percent of the base wage per hour will be paid for all work performed after 5:00 P.M.

ARTICLE 31

Seniority Roster

Section 1. Operators will be added to the seniority roster as they become qualified. If two (2) or more operators-in-training are qualified on the same day, the order of appearance on the seniority roster shall be determined by drawing from a deck of playing cards. The seniority date will be the first day of employment as an operator-in-training.

Section 2. Should layoffs occur, employees shall be laid off in the reverse seniority order (lowest seniority first). In the event of recall, recall shall be most senior first.

ARTICLE 32

Hours

Section 1. Hours of Operators shall be as follows:

- (A) A regular Operator shall work five (5) days with two (2) days off each week or four (4) 10-hour days with three (3) days off each week. Such days off will be arranged at a minimum of two consecutive days.

An Operator who works and completes a regularly scheduled week shall be paid an additional sum of one-half (1/2) his/her basic hourly rate of pay for all spread of time in such run, beyond twelve (12) hours.

- (B) The maximum platform time shall not be scheduled to exceed ten (10) hours in any one workday, except for four (4) day workweeks, unless agreed upon by both parties and the maximum spread of time worked by Bus Operators on Weekdays, Saturdays and Sundays and such Holidays as hereinafter enumerated shall not exceed thirteen (13) hours per day unless agreed to by both parties.
- (C) A "Regular Run" is a scheduled piece, or combination of pieces, of work providing the minimum hours agreed upon by Metro and the Union for a regular run as shown on the schedules.

1. A "Tripper Run" is a piece, or combination of pieces, of work containing not more than a total of four (4) hours of platform time and appearing on the schedule as unattached to any Regular or Relief Run and not subject to the minimum guarantee applicable to a Regular or Relief Run and subject to one (1) hour minimum pay time.
 2. Trippers will be attached to the pick of runs. Trippers will be first offered to bus operators; any remaining trippers will then be offered to any qualified bargaining unit employee on the basis of company seniority. Any remaining trippers will then be offered to any qualified employee of "Metro" based upon company-wide seniority.
- (D) Minimum daily guarantee of eight (8) hours platform time and report time shall be allowed a Regular Operator who works and completes a regularly scheduled run of less than eight (8) hours.
- (D) Extra Operators assigned Regular or Relief Runs as a daily assignment will be paid the same as the Regular Operator.

Section 2. The foregoing rates of pay for Operators shall be deemed to be the regular platform time plus report time, and the following rates shall be applied to overtime for excess hours:

- (A) Except as otherwise provided in this Agreement, overtime will be paid at the rate of one and one-half the hourly rate for work or compensable time performed in excess of forty (40) hours per week, as follows:
- I. All time actually worked and report time as identified on an employee's bid shall count towards the overtime computation.
 - II. Paid holidays shall be counted towards the overtime calculation, if the employee qualifies for holiday pay in accordance with Article 20 by working the regularly scheduled day before and after the holiday.
 - III. Vacation time shall be counted towards the overtime calculation, if vacation time was pre-approved at least twenty-four (24) hours in advance.
 - IV. In the event that an employee, with consent of a supervisor, opts to work during pre-approved full vacation day, the greater of: a) time actually worked (plus report time), or b.) ten (10) hours, will be used for the overtime calculation.

- V. All other paid or unpaid time will not be considered for the purpose of computing overtime pay, including paid time off for sickness, pad time, or vacation that is not approved at least twenty-four (24) hours in advance. The wage difference during shift differential pay, and paid time in which an employee is already paid at the rate of one and one-half the hourly rate shall not be added to the base rate in the computation of overtime.

- (B) A Regular Operator who goes late will be released after protecting the Board and before Extra Board Operators on guarantee. The late Operator will accept a piece of work prior to being released or be given a report time later in the day at straight time rate. An Operator who is told to return later in the day (P.M.) shall be eligible for receipt of hold time pay, at straight time rate, from the time of report until such time as an assignment is received, or the Operator is released.

- (C) Night premium of four (4%) percent of base wage per hour will be paid on all hours worked after 5:00 P.M.

Section 3. Missed Assignment.

Extra Board and RDO Operators who are miss-assigned and not used for work rightfully falling to them, shall be paid for the actual time missed, up to a maximum of 4 hours, base pay at straight time, in addition to any work actually performed.

Section 4. In the event an Operator believes their rate of pay or hours work does not match the amount paid, the Operator may contact dispatch and receive verification of the same.

Section 5. Metro agrees that when Operators are required to attend meetings of Metro and Safety meetings, they will be paid for the time scheduled. In addition, lateness or nonattendance will invoke the late rules as they apply to any other paid work assignment.

ARTICLE 33

Pick of Runs

Section 1. A minimum of three (3) run picks shall be conducted in a calendar year, generally in April, August, and December. The maximum period of time between picks shall not exceed four (4) months and fifteen (15) days. This period of time between picks may be extended by mutual agreement between Metro and the Union.

When the pick is posted the Union Steward will ensure the correctness of the posted pick documents. When the pick commences and is complete the Union Steward will check for correctness of the pick.”

Also, the Union representative shall be empowered to establish and post a time schedule for the selection of runs at any time during the pick when it appears that the selections are falling behind schedule. Therefore, the Operators will have to periodically check, at the beginning, between and at the end of their runs and by telephone or personal appearance on their days off as to the progress of the pick in order to revise their written choices of runs or to be available to pick when called upon from those runs remaining when he or she presents himself or herself and before other operators are allowed to pick that day.

Section 2. All picks shall include Weekday and Saturday schedules of the respective runs or lines, and at the time of pick, all known dates of special schedules to be operated shall be posted.

Section 3. Metro reserves the right to modify any run or runs to meet traffic demands during the interval between picks. An assignment of runs may be made in advance of a pick. When making such changes, a pick will be scheduled as soon as practical.

Section 4. The pick shall be in the order of the standing of the Operators on the system seniority list.

Section 5. All Regular Operators passing a pick and who choose to go to the Extra Board will be considered for this purpose in the same category as an Extra Operator and will be governed under the rules and regulations applicable to Extra Operators.

Section 6. Operators starting their regular run will not be allowed to lay off any portion of same except in cases of extreme emergency.

Section 7. Operators shall be allowed to pick "Trippers" according to seniority in addition to their regular runs and, if picked, will work said "Trippers" for the duration of that pick.

Section 8. Anytime an Operator wants to be excused from any Tripper they have agreed to work, it is the responsibility of that Operator to get another qualified Operator to agree to work the Tripper or be properly excused by the Supervisor.

ARTICLE 34

Extra Board Operators

Section 1. Extra lists, showing work assigned to or reporting time of Extra Operators on the following day, shall be posted not later than 5:00 P.M. each day.

Section 2. All Operators working on the Extra Board shall be arranged on the extra list in the order of seniority on the first day a general pick of runs becomes effective. Assignment of work shall be on a revolving list, the basis of which shall be previously accumulated pay hours on a seven

(7) day, regular work week basis, provided that an Extra Operator, having completed a Regular Run, shall not be required to report within eight (8) hours, unless they so choose, except in cases of emergency.

Section 3. Extra Operators and Regular Operators who choose to pass Regular Runs and go to the Extra Board must accept work that rightfully falls to them, whether or not such assignment provides work for a full day or only a part of a day, with the exception of any assignment with less than four (4) scheduled hours which shall be filled from the bottom of the Extra list.

Section 4. The Extra Operator is assigned a run open for the weekly assignment and will be available from dispatch on the Wednesday prior to the week of the open work. In the event there are more than one extra operator the most senior operator will be offered open run(s) first and then if declined work will fall to the less senior operator.

Daily work will be assigned the day prior to the work by 3:00 pm. It is incumbent upon the operator to call dispatch by 5:00 pm on the day prior to receive the assignment unless they are on weekly hold down.

Any changes to this section will be handled by mutual agreement.

Section 5. Extra Operators shall receive a minimum guarantee of forty (40) hours per week, with a limit of two (2) open reports per day. Extra Operators will be available for work between the two (2) reports.

No Extra Operator on open report will be excused ahead of a Regular Operator going late. An Extra Operator shall become disqualified for the foregoing minimum guarantee during the course of any day, if they:

- (A) Fail to report on time as required by the dispatcher.
- (B) Take time off without permission.
- (C) Refuse any work assigned.

Section 6.

- (A) Extra Operators shall be paid an additional sum of one-half (1/2) of their basic hourly rate for all time worked in excess of eight (8) hours of limitation of work at regular rates.
- (B) All Extra Operators not on weekly assignment shall be assigned two (2) days off per week, consecutively, if possible. In the event that an Extra Operator prefers to work on their assigned days off, they may do so and receive time and one-half (1/2), if they have completed their regular assigned work week.

- (C) In the event dispatch cannot contact the extra operator and leaves a message, the assignment will stand if a return call from the operator is not received by dispatch within one hour of the initial call.

Section 7. All special work performed by Extra Operators shall be paid with a minimum of one (1) hour pay. This provision will not apply to any Operator going late, until such Operator has completed a full run or eight (8) hours of work at straight time rates.

All hours worked by an Extra Operator shall be at straight time until they complete a full run or eight (8) hours of work.

Section 8. When a Regular Run is added, the Extra Operator with the longest system seniority shall have the right to pick such run.

Section 9. An Extra Operator will have the option to pick or not to pick the Tripper that the Regular Operator picked along with their Regular Run.

ARTICLE 35

Reduction, Cancellation or Emergency Shutdown of Service

In the event of a service reduction, cancellation or complete (total) or emergency shutdown of service, Operators will be advised by Metro of any changes in reporting times.

Operators will be paid according to the following table in the listed situations:

Complete Shutdown of Service

Full-time Operators will be paid 6 hours straight time.

Scheduled Cancellation of Routes

Full-time Operators will be paid 6 hours' straight time.

Scheduled Reduction of Service

Full-time Operators working less than 4 hours will be paid 6 hours straight time and Operators working more than 4 hours will be paid 8 hours straight time unless they work more than 8 hours in which case they will be paid for the time worked.

Reduction of Service; Late Start in the Morning

Operators working less than 6 hours will be paid 6 hours straight time. Operators working more than 6 hours will be paid 8 hours straight time unless they work more than 8 hours in which case they will be paid for the time worked.

Operators will be paid starting when they report to Metro for their revised report time. Metro will set up procedures for notifying Operators of a late report time.

Section 2. Operators taking over a regular assignment will assume the conditions of that assignment.

Section 3. Operators instructing students will not be charged with accidents nor will any notations be made upon their records as a result of incidents occurring while a student is driving.

Section 4. All hours actually worked (platform and report times) by an employee covered by this Agreement in excess of his regular week's assignment on his regular day off shall be paid for at the rate of time and one-half (1 1/2). All other paid time will not be considered time worked (i.e., holiday, sick leave, etc.) for the purpose of computing overtime. Jury Duty will be compensated as per Article 17, Section 1.

Section 6. Regular employees, reporting late or failing to report assume the conditions of an Extra Board Operator for any work performed on that day. Such regular employees are subject to the same rules as Extra Board men, including being subject to call at any time.

ARTICLE 36

Uniforms

Section 1. All employees covered by this Agreement must be in uniform at all times.

All new hires will immediately receive a uniform allowance. Should a new hire leave Metro prior to their one-year anniversary, the uniform allowance will be pro-rated by month and the employee will owe Metro the balance.

Each year on their anniversary date, every employee shall receive a uniform credit of two hundred seventy (\$270) which is taxable; at Metros' designated official uniform supplier. Metro will adhere to any change(s) in IRS regulations.

Section 2. Operators will be in an officially designated uniform as outlined in the respective Section Uniform Program Book and any mutually agreed-upon amendments thereafter. A mutually agreeable bulletin will be posted each spring/fall with the start and end dates for the summer/winter uniforms, Operators may wear a single mutually agreed to Union pin on their uniform shirt/jacket lapel.

Section 3. Newly hired Operators are required to purchase their uniform items prior to being released from Operators-in-training.

Section 4, By mutual agreement, this Article may be modified or terminated, as necessary, in whole or part. Should a uniform rental program be instituted the annual uniform allowance would be discontinued.

All employees will be allowed to carry over a maximum of \$100.00 in uniform credit from year to year.

ARTICLE 37

Paid Parental Leave

Metro provides eligible employees with time off for the purposes of caring for and bonding with a newborn infant(s) or minor child or children following birth, adoption, or foster placement.

Eligible employees must meet all the following criteria:

- Employed as a full-time employee with a regular work schedule of at least forty (40) hours per week; and
- Employed full-time with Metro for a minimum of six (6) consecutive calendar months immediately preceding the date the Parental Leave is to begin; and
- Agree to return to employment after completion or exhaustion of approved Parental Leave.

Parental Leave is applicable for eligible employees for the following reasons:

- Have given birth to a child;
- Be a spouse of a woman who has given birth to a child;
- Be the biological parent, or spouse of the biological parent, of the minor child; or
- Have adopted or received foster placement of a minor child or children (in either case, the child must be age 18 or younger).

Parental Leave is not available to employees for the adoption of a stepchild or stepchildren by a stepparent.

Amount, Time Frame and Duration of Parental Leave

Eligible employees may receive a maximum of four (4) weeks (20 workdays for those who work five (5) days per week or 16 workdays for those who work four (4) ten (10) hour days per week) of Parental Leave per birth, adoption, or placement of a minor child/children in a rolling twelve (12) calendar month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that twelve (12) calendar month time frame.

In the event of a multiple birth, adoption or foster placement of a minor child or minor children occurs (e.g., the birth of twins or adoption of siblings), the eligible employee in no case will receive more than four (4) weeks (20 workdays/16 workdays for those working an alternate schedule as described above) of Parental Leave in a rolling twelve (12) calendar month period.

Eligible employees may use Parental Leave all at once or incrementally. Must schedule such increments of at least one (1) week (5 consecutive workdays).

All Parental Leave must be used within the twelve (12) weeks immediately following the birth, adoption or foster placement of a minor child or children, and so long as the eligible employee has a continuing parental role with the minor child whose birth or placement was the basis for the Parental Leave.

Unused Parental Leave. Parental Leave may not be used or extended beyond the twelve (12) weeks immediately following the birth, adoption or foster placement of a minor child or children.

Any unused Parental Leave shall be forfeited by the eligible employee at the end of the twelve (12) weeks immediately following the birth, adoption or foster placement of a minor child or children.

Upon voluntary or involuntary termination of the employee's employment, any unused Parental Leave shall end.

No payout of unused Parental Leave is available to employees upon separation.

Each week of Parental Leave shall be compensated at one hundred percent (100%) of the employee's regular hourly rate times 40 hours per week. Parental Leave will be paid on a biweekly basis on regularly scheduled employee pay dates.

Coordination with Other Policies

All requirements and provisions under the Family and Medical Leave Act ("FMLA"), if applicable, shall apply to Parental Leave under this policy. Parental Leave taken under this policy will run concurrently with leave under the FMLA, if applicable; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for FMLA leave due to the birth, adoption or foster placement of a minor child or children, the Parental Leave will be counted toward the employee's available FMLA leave. See Metro Operating Policy No. 43 for further information.

Metro will maintain all employee benefits for employees during Parental Leave.

If a Metro-recognized paid holiday occurs during the period Parental Leave is applied, the employee will receive holiday pay; however, such holiday pay will not extend the total Parental Leave entitlement.

If the eligible employee qualifies for a birth-related medical disability that qualifies for short-term disability (STD), as provided for by Article 18, Parental Leave shall run concurrently with the STD period. The employee may elect to receive either Parental Leave benefits or STD during this period, but not both. Parental Leave, when aggregated with any other paid employee benefit(s), may not exceed one hundred percent (100%) of the employee's current regular salary or straight-time pay.

Approved Parental Leave shall have no negative impact on an employee's seniority.

Metro has the exclusive right to interpret the provisions of the Paid Parental Leave policy.

Employee Requests and Approval Requirements for Parental Leave

Parental Leave is subject to approval. The employee will provide his or her supervisor and Metro's Human Resources ("HR") department with notice of the request for leave at least thirty (30) days prior to the proposed date of the Parental Leave (or if the leave was not foreseeable, as soon as reasonably possible).

The employee must complete a Parental Leave Request Form and the necessary HR forms and all documentation as required by the HR department to substantiate the request. Modifications to the Parental Leave Form should be documented and agreed to by the employee and his or her supervisor and HR Director, subject to the provisions of this and other Metro policies, federal regulations, and state law.

As an approval requirement of any request for Parental Leave, an employee must expressly agree, in writing, prior to the commencement of any Parental Leave, to subsequently return to his or her position of employment with Metro for a minimum of twelve (12) weeks after the conclusion or exhaustion of the approved Parental Leave.

In the event the employee fails or refuses to return to his or her position of employment with Metro following the conclusion or exhaustion of the approved Parental Leave after the paid parental leave policy (except for circumstances beyond the control of the employee), Metro may seek to recover any and all costs and expenses it incurred as a result of the employee's Parental Leave.

This Labor Agreement, effective January 1, 2023, through December 31, 2025, has been duly ratified by the General Drivers and Helpers Union, Local 554, and adopted by the Regional Metropolitan Transit Authority of Omaha, dba, Metro.

Signed this _____ day of _____, 2023 as follows:

For:
General Drivers and Helpers Union

For:
Regional Metropolitan Transit Authority of
Omaha, dba, Metro

Todd Bell
Business Agent

Lauren Cencic
Chief Executive Officer

Carrie Kreiser
Union Steward

RESOLUTION: #437: Board Recognition of Metro Paratransit Operators

EXPLANATION: Staff is requesting the Board's recognition of Paratransit Operators, Natalie Nichols, and Joe Walker, who on September 26 and 27, represented Metro at the 31st Nebraska Association of Transportation Providers' (NATP) Paratransit Rodeo. The Paratransit Rodeo tested the Operator's driving and safety skills as they maneuvered various timed road obstacles resembling real-life driving scenarios. Both Paratransit Operators were selected to represent Metro based on their safe driving history, excellent attendance record, great customer service skills, and outstanding overall performance. Operator Joe Walker was the second-place winner of the small bus division. As a second-place winner, Joe qualified to compete in the Community Transportation Association of America's Rodeo and Expo which will take place in June of 2024 in West Palm Beach, Florida.

RESOLUTION NO. 437

Resolved by the REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA BOARD

WHEREAS, *Paratransit Operators Natalie Nichols and Joe Walker have exceptionally served Metro and the citizens of the Omaha Metropolitan area for over eleven years, having exhibited a safe driving history, excellent attendance records, great customer service skills and outstanding overall performances; and*

WHEREAS, *On September 26 and 27, 2023, Paratransit Operators Nichols, and Walker represented Metro at the 31st Nebraska Association of Transportation Providers Paratransit Roadeo; and*

WHEREAS, *The Paratransit Roadeo tested Operators driving and safety skills as they maneuvered various timed road obstacles resembling real life driving scenarios that Operators face often while driving; and*

WHEREAS, *Both Paratransit Operators demonstrated outstanding safe driving skills at the Paratransit Roadeo, and Operator Joe Walker won second place in the Roadeo small bus division. Said outstanding accomplishment qualified him to represent Metro in June of 2024 in the Community Transportation Association of America Roadeo and Expo in West Palm Beach, Florida.*

Now, therefore be it resolved by the REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA BOARD:

That Paratransit Operators Natalie Nichols and Joe Walker are hereby commended for their outstanding accomplishments and as such their service and contributions to the success of the Authority in its endeavors to continually improve transit service in the Omaha-Council Bluffs Metropolitan area are deeply appreciated.

Board Chair: _____
Daniel Lawse

Board Secretary: _____
Selina Perry

11. RESOLUTION: Request Approval of the Amended By-Laws of the Transit Advisory Committee

EXPLANATION: In 1975, Metro formed the Transit Advisory Committee (TAC) - a group of appointed community members tasked with providing their thoughts, feedback, and suggestions on fixed and paratransit services within the Omaha metro. The TAC has gone through various phases and evolutions in the decades since, while continuing to play a vital role in supporting Metro. Notably, the TAC advises staff and hears appeals to ADA complementary paratransit service (MOBY) applications.

The By-Laws of the TAC were last adopted in 1987. The proposed amendments to the Transit Advisory Committee By-Laws aim to enhance the effectiveness of TAC and align it more closely with the evolving needs of our public transit system and the broader community Metro serves.

The proposed By-Laws transition the committee membership from appointed positions to application-based members while striving to reflect the diversity of the greater Omaha community. The TAC will continue to play an important role in supporting transit and will be supported by Metro staff. The proposed amended By-Laws as well as future amendments require approval from both the Board and the TAC.

Recommend approval.

**BY-LAWS
OF THE
TRANSIT ADVISORY COMMITTEE**

The Transit Advisory Committee was established by resolution of the Board of Directors of the Transit Authority of the City of Omaha during its regular meeting on September 25, 1975. On August 1, 2022, the Transit Authority of the City of Omaha, a political subdivision of the State of Nebraska, converted to a regional transit authority pursuant to the Regional Metropolitan Transit Authority Act (Neb. Rev. Stat. §§18-801 to 18-825) and became known as the Regional Metropolitan Transit Authority of Omaha, dba Metro (hereinafter “Metro”). In the event of any conflict between these By-laws and any applicable state, federal, or local laws, rules, or regulations, the latter shall prevail and control.

ARTICLE I: NAME

The name of this advisory body shall be the Transit Advisory Committee (TAC). The office of TAC is located at 2222 Cuming Street, Omaha, Nebraska 68102.

ARTICLE II: PURPOSE

TAC is an advisory committee formed to advise the Metro Board of Directors (“Metro Board”) concerning any service area program(s) or project(s) of local community concern. All advice provided by TAC shall not be binding on the Metro Board. TAC shall also have the authority to resolve appeals by applicants denied eligibility to Metro’s Americans with Disabilities Act (ADA), as amended, complementary paratransit service (“MOBY”), and issue final eligibility determinations.

ARTICLE III: MEMBERSHIP

TAC membership shall be comprised of up to eleven (11) committee members (“Committee”) representing the diversity, interests, and perspectives of the community in which Metro serves. The Committee shall seek public, interested community members, and service providers’ input in the development of recommended transportation plan(s) or project(s) either directly or through Metro staff assistance.

1. Membership Representation: At minimum, the Committee shall include, but not be limited to, members representing different incomes, races and ethnicities, abilities and disabilities, identities, and ages. Additionally, efforts will be made to ensure that membership reflects:
 - a. Users of various modes of travel/transportation
 - b. Diversity by geography in home and/or work address (representative of the Transit Authority Board districts as well as neighboring communities across the region)

2. Appointment and Term of Office: Members shall be strictly volunteers and serve two-year terms. Any stipend or compensation is at the discretion of Metro’s Board of Directors.
 - a. Metro’s Chief Executive Officer (“CEO”) and the TAC Chair shall develop and publish an application for membership.

- b. Applications will be accepted annually from August 1st through October 1st; or by public notice of any special membership selection cycle as determined by the TAC Chair.
- c. Applications may be submitted online, in person, or by mail.
- d. Preference shall be given to applicants residing in Metro Board Districts or service areas.
- e. A TAC membership selection committee comprised of two (2) Metro staff members designated by the CEO and the TAC Chair will review applications and select applicants for membership.
- f. New members will generally start their term beginning in January of the following year.
- g. Membership may temporarily drop below the desired eleven members due to resignations and/or challenges in recruiting qualified applicants. Membership vacancies shall be filled by application during the regular application process or special membership selection cycle.
- h. Current or former TAC members shall be eligible to reapply for additional terms of service and may do so through the regular application process.

ARTICLE IV: DUTIES AND RESPONSIBILITIES

- A. The duties and responsibilities of Committee members include:
 - I. Each Committee member is expected to attend regularly scheduled meetings and participate in committee meetings.
 - II. To ensure the community has an accessible forum to solicit community feedback.
 - III. To serve as a conduit and liaison between members of the community, the Board of Directors, and Metro staff.
 - IV. To work and coordinate with community service providers and organizations interested in transportation issues affecting the area.
 - V. To provide a forum to discuss a variety of local transportation issues and provide public input on such issues to the Board of Directors.
 - VI. To review and provide input on proposed changes to the route network.
 - VII. To assist staff members in conducting and facilitating public hearings, meetings, open houses, and community events for Metro.
 - VIII. To recommend changes to policies, procedures, and practices, regarding service standards and operations to Metro staff members and the Board of Directors as set forth by federal, state, and local law, statutes, regulations, and rules. All TAC recommendations shall be advisory only and not binding on Metro nor its Board of Directors.
- B. Sub-Committees
 - I. TAC must establish an ADA eligibility appeal sub-committee as set forth by Metro's MOBY Guidebook and MOBY Application to resolve appeals by applicants denied eligibility to Metro's Americans with Disabilities Act (ADA), as amended, complementary paratransit service ("MOBY") and issue final eligibility determinations.
 - a. The ADA eligibility appeal sub-committee meeting shall not be open to the public in consideration of the confidentiality of medical information.
 - b. All ADA eligibility appeal committee members shall ensure the confidentiality of the appellant's medical information.
 - c. In order to facilitate the review of appeals, the ADA eligibility appeal subcommittee shall not be subject to a minimum quorum requirement.
 - d. The final eligibility determination for the appellant(s) shall be delivered by the attending Metro staff member via email within forty-eight (48) hours of the

decision to the Paratransit Manager, Paratransit Certification Clerk, and Director of Operations

- II. The TAC may establish sub-committees from within its Committee membership as determined by a majority vote as necessary.
- III. Subcommittees shall elect their own chairs.
- IV. Except as otherwise provided in these Bylaws, subcommittees may be of any size.

C. Conflicts of Interest

- I. Members agree that impartiality and objective oversight is critical to its success in meeting its mission. Any TAC member who has a substantial conflict of interest in the outcome of any matter brought before TAC shall make that interest known and such acknowledgement shall be documented in the meeting notes. The member shall refrain from voting and influencing the outcome of the matter in any way. Examples of such conflicts of interest include, but are not limited to:
 - a. Personal connections to paratransit applicants, members of Metro's staff, and/or the Transit Authority Board of Directors.
 - b. Current employees of Metro and their immediate relatives are not eligible to serve as TAC members.
 - c. Any potential personal or financial benefit resulting from a discussed policy, program, or project.
- II. Any disputes regarding conflict of interest shall be decided by the CEO.

ARTICLE V: OFFICERS

A. Officers shall consist of a Chair and Vice-Chair.

B. Appointment and Election of Officers

- I. The Chair and Vice-Chair shall be elected by a majority vote of the TAC membership at the December meeting of the committee. A vacancy in these offices shall be filled by a majority vote of the TAC membership at the next official meeting after the vacancy occurs.
- II. The term of office for the Chair and Vice-Chair shall be one year (January to December). There is no limit to the number of terms the officers may serve.
- III. Election Process and Procedure
 - a. Members shall express intent to run for an officer role at least two (2) weeks prior to the December meeting.
 - b. Votes will be conducted anonymously by ballot during the December meeting.
 - c. Metro staff will administer the voting process as non-voting members.
 - d. The new Chair and Vice-Chair will be announced at the December meeting.
 - e. If a tie occurs, Metro staff will re-administer ballots for subsequent votes.
 - f. Elected officers will assume their roles at the January meeting.
 - g. Members can nominate other TAC members for Chair and Vice-Chair positions. Such member must accept the nomination.

C. Officer Duties

- I. Chair: Shall call and preside at all meetings of the TAC; provide communication between the TAC and the members of the Transit Authority Board of Directors and/or Metro staff. Specific duties include but are not limited to:
 - a. Providing leadership to the TAC's members.
 - b. Conferring with Metro leadership on TAC priorities and concerns.
 - c. Helping guide and mediate TAC decision-making processes.
 - d. Evaluating the performance of TAC in fulfilling its purpose on an annual basis.
 - e. Serving on the committee to review applications and select new members.
- II. Vice-Chair: Performs the duties of the Chair in their absence or other duties as assigned.

ARTICLE VI: MEETINGS

A. Rules of Procedure

- I. The Chair shall call official meetings as provided herein. The meetings will be governed by Robert's Rules of Order where not otherwise prescribed by these Operating Rules. Roberts Rules of Order may be temporarily suspended by a two-thirds vote of the TAC members present.
- II. At least one (1) Metro staff member will facilitate each TAC meeting, create, and organize meeting agendas, communicate with TAC members, and record meeting notes.
- III. Meetings will be conducted in a hybrid format allowing both in-person and virtual participation from members, staff, and guests. Members should strive to attend the majority of meetings in person, with virtual participation at no more than four (4) meetings each year.
- IV. Members agree to foster an atmosphere that supports open and respectful dialogue and welcomes diverse views. Members may communicate with the Chair, Vice-Chair, Metro staff facilitator(s), and with each other as needed to ensure their views have been fully considered.
- V. The Chair shall have the authority to monitor and/or limit discussion from members and non-members attending committee meetings or to take other appropriate action necessary to conduct all business in a timely and orderly manner.

B. Notice of Regular Meetings

- I. The notice of regular meetings of the TAC shall be emailed and posted on Metro's website or otherwise transmitted at least seven (7) days in advance of the meeting day.
- II. Agendas
An agenda will be sent with the notice of regular meetings. Regularly scheduled TAC meetings are open to the public, except as expressly provided by these Bylaws.
- III. Special Meetings
Special meetings may be scheduled at the discretion of the Chair or upon the written or oral request of at least three (3) members. All members shall receive notification at least 24 hours prior to any special meeting. Notification of special meetings will be posted on the Transit Authority's website and will be open to the public, with the exception of MOBY appeals.

IV. Quorum and Voting

The presence of seven (7) members or 40%, whichever is less, of the TAC at an officially called meeting shall constitute a quorum. Members attending virtually shall be considered part of the quorum and may participate in all voting matters. In the absence of a quorum, the committee may continue to discuss agenda items not requiring a vote or may move to adjourn the meeting to a subsequent date. The Chair shall be considered part of the quorum but shall vote only in the event of a tie.

V. Membership Termination, Removal or Resignation

- a. Any members missing three (3) consecutive meetings or five (5) meetings in a calendar year without proper advance notification to the Metro representative will be subject to expulsion by vote of the group effective upon set expulsion.
- b. Any member wishing to resign from the committee during the course of their term of service shall notify the Chair and Metro representative in writing.
- c. Any member may be removed from the committee at the discretion of the Chair and Metro staff representatives and shall be notified of said expulsion in writing.

ARTICLE VII: AMENDMENT OF BYLAWS

These Bylaws may be amended at any TAC meeting where a quorum has been established and by a majority vote of members present, provided written notice has been sent to TAC members stating the intention to amend and specifying the proposed amendments at least thirty (30) days prior to the vote. The amendments will not become official unless and until approved by a majority vote by Metro's Board of Directors.

Meeting Minutes – September 19, 2023

MINUTES

SPECIAL MEETING

REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA

2222 Cuming Street

Omaha, Nebraska, 68102

SEPTEMBER 19, 2023

MINUTES

The Regional Metropolitan Transit Authority of Omaha Board met in Special Session on Tuesday, September 19, 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 September 14, 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:

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

Authority Staff:

L. Cencic, CEO/Executive Director
I. Maldonado, Deputy Executive Officer
D. Grant, Human Capital and Talent Development Director
E. Simpson, Legal Director (Absent)
K. Pendland, IT Director (Absent)
W. Clingman, Finance Director
D. Kelsey, Operations Director
J. Willoughby, Senior Project Manager (Absent)
R. Sherping, Safety Director (Absent)
A. Johnson, Civil Rights & Inclusion Director (Virtual)
J. Beverage, Maintenance Director (Absent)
N. Ebat, Sr. Manager of Communications & Community Relations
S. Perry, Executive Administrator
E. Gomez, Communications Specialist (Board Secretary)

Others Present:

Other Metro staff
Members of the public

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

Meeting Minutes – September 19, 2023

Agenda Item #1: Call to order

Mr. Lawse called the meeting to order at 8:31 a.m. Notice of the Special Meeting was published in the Omaha Daily Record on September 14, 2023. This is a public hearing on the proposed annual 2024 budget. 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 display in the facility lobby.

Agenda Item #2: Public Hearing on the Proposed 2024 Annual Budget

Public hearing for the purpose of hearing support, opposition, criticism, suggestions, or observations of taxpayers relating to the 2024 proposed budget.

This is the proposed 2024 annual budget for the fiscal year January through December of 2024. Overall, the proposed levy in this budget which will be acted upon during the normal meeting is \$41,869,240.00 and that's an evaluation of \$49,844,333,410.00 which is a 10% evaluation increase from the prior year. This budget calls for total resources of approximately \$100,000,000.00 which equates to approximately \$78,000,000.00 of actual revenue being received. Operating expenses are \$75,000,000.00 for the year. This is with a final reserve of \$25,815,759.00, some of which will be for the identified reserves as approved in the prior meeting.

Mr. Lawse opened the floor to public comment to invite members of the audience in person and online to be heard regarding this topic. No members of the public came forward to comment.

Agenda Item #3: Adjournment

There being no further business, a motion was entertained to close the public hearing and to adjourn the meeting at 8:33 a.m.

Motion by Ms. Haase; Second by Mr. Lund

**ROLL CALL:
UNANIMOUS; MOTION CARRIES.**

Mr. Daniel Lawse – Chair

Recording Secretary

Meeting Minutes – September 19, 2023

**MINUTES
REGULAR MEETING
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA
2222 Cuming Street
Omaha, Nebraska, 68102
September 19, 2023
MINUTES**

The Regional Metropolitan Transit Authority of Omaha Board met in Regular Session on Tuesday, September 19, 2023, at 8:34 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 September 14, 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:

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

Authority Staff:

L. Cencic, CEO/Executive Director
I. Maldonado, Deputy Executive Officer
D. Grant, Human Capital and Talent Development Director
E. Simpson, Legal Director (Absent)
K. Pendland, IT Director (Absent)
W. Clingman, Finance Director
D. Kelsey, Operations Director
J. Willoughby, Senior Project Manager (Absent)
R. Sherping, Safety Director (Absent)
A. Johnson, Civil Rights & Inclusion Director (Virtual)
J. Beverage, Maintenance Director (Absent)
N. Ebat, Sr. Manager of Communications & Community Relations
S. Perry, Executive Administrator
E. Gomez, Communications Specialist (Board Secretary)

Others Present:

Other Metro staff
Members of the public

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

Meeting Minutes – September 19, 2023

Agenda Item #1: Call to order

Mr. Lawse called the meeting to order at 8:34 a.m. Notice of the Regular Meeting was published in the Omaha Daily Record on September 14, 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

Mr. Lawse entertained a motion to approve the minutes of the Board Meeting on August 24, 2023.

Motion by Ms. Plucker; Second by Mr. Meadows

ROLL CALL:

UNANIMOUS (MEADOWS ABSENT); MOTION CARRIES.

Agenda Item #3: General Public Comment Period

Mr. Lawse 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 informed the Board that Metro's August ridership numbers were well over the highest month since before the pandemic, with over 302,000 rides. Ms. Cencic feels this number is under-represented. As was reported last month and is continuing this month, Metro is still experiencing challenges with supply chain issues. As a result, MOBY buses continue to be used on regular fixed routes and on express routes, so the monthly ridership numbers do not include ridership on MOBY vehicles. With this factored into the overall monthly numbers, Metro is well within the 300,000s for August ridership. This averages to approximately 67,000 riders per week and more than 11,000 riders per day. Metro is excited to be seeing great K-12 Rides Free numbers as well. In August, Metro carried over 40,638 K-12 riders which equates to just over 13% of total monthly ridership numbers.

Ms. Cencic announced to the Board that Metro has hired a new Executive Administrator, Ms. Perry. Ms. Perry will be working very closely with Ms. Cencic to help keep things organized and to help manage Ms. Cencic's calendar. She will also transition into the role of Board Secretary over the next couple of months. Ms. Perry comes with a vast amount of knowledge, several Master's degrees, and 18 years at Legal Aid. Metro is very excited to have her here.

Ms. Cencic updated the Board that since the last Board meeting, she attended the Midwest Transit Conference. This conference focuses on transit agencies in Iowa, Nebraska, Kansas, and Missouri, which are designated as Region 7 within the FTA. Joining Ms. Cencic at this conference was Mr. Reza, the Assistant Manager of

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Operations. Both Ms. Cencic and Mr. Reza attended some great sessions, met with multiple vendors, and were updated on what is currently happening in the industry. During this time, Ms. Cencic also met with the Deputy Administrator of FTA, Ms. Vanterpool. Ms. Cencic and Ms. Vanterpool discussed industry trends, funding, and supply chain issues. Ms. Vanterpool researched Metro's K-12 Rides Free program and was excited about both the program itself and the partnership with the non-profit and OPS that help fund the program. Ms. Vanterpool thought the program was a great model for the country.

Ms. Cencic informed the Board that the FTA will actually be visiting Metro tomorrow for approximately an hour. Metro staff plan to give them a tour of the building and are excited to show them all of the things Metro is currently working on.

Lastly, Ms. Cencic also shared with the Board that Mr. Mokhtee Ahmad the FTA Region 7 Administrator, has announced that he will be retiring after three to four decades of working at the FTA. Mr. Ahmad has been a great friend to staff at Metro and has helped numerous times over the years with a variety of projects, and he will be missed.

Discussion was had.

Agenda Item #5a: Administrative Reports

(D. Grant)

Mr. Grant informed the Board that during the month of August, seven individuals started new roles at Metro. Ms. Cencic introduced Ms. Perry earlier in the meeting. In addition, Metro is continually onboarding new fixed routes and MOBY operators to support the increasing ridership numbers that are currently being seen. In addition to riders, in the month of August, Metro also hired one Mechanic Helper, one Utility Garage, one Building, Grounds and Equipment personnel, and one Custodian. Metro also posted a need for five additional Custodians to support some of our bus cleaning and facility maintenance initiatives.

Discussion was had.

Agenda Item #5b: Administrative Reports

(D. Kelsey for I. Maldonado)

Mr. Kelsey updated the Board that while the Operation and Maintenance teams continue to work arduously to maintain service delivery, this month Metro experienced a larger-than-usual increase in service interruptions. In addition to the delay in delivery of essential bus parts, which has affected the timely repairs of buses, service interruptions were also affected by an unexpected spike in operator absences and other incidents that affected the safe operation of buses. To lessen the impact of service interruptions on customers, the Operations and Maintenance teams worked closely to place buses in need of minor repairs back into service as soon as possible. When needed, the Dispatch team transferred the buses from high-frequency routes to cover affected routes with lesser frequency where customers would otherwise have longer wait times. The Customer Service team and the MyRide app were updated concerning the information about service interruptions. Field Supervisors also provided assistance with information and/or transportation to customers at transit centers and in the field. To remedy this issue, the Maintenance and Purchasing staff continue to meet at various times during the week to

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discuss bus part needs and to follow up with bus parts vendors to expedite parts delivery. Metro has converted a part-time procurement position into a full-time position that is assisting with tracking of parts inventory and the arrival of parts for their quick installation. The Operations team is monitoring staffing schedules by posting opportunities for operators to work overtime as staffing shortages are foreseen.

The Safety and Operations team conducted a safety and operations blitz where members of various sections monitored operator safety practices such as conducting pre-trip inspections, deployment of wheelchair ramps and lifts, and conducted on-the-road observation to monitor safe driver behavior and to provide operator feedback.

Next week, two paratransit operators along with the Paratransit Manager and one MOBY dispatcher, will represent Metro at the 31st Nebraska Association of Transportation Providers Paratransit Rodeo taking place in Kearney, Nebraska. The Paratransit Rodeo test operators' driving and safety skills as they maneuver various road obstacles representing real-life driving obstacles often faced by operators while driving.

Discussion was had.

Agenda Item #5c: Administrative Reports

(N. Ebat)

Ms. Ebat updated the Board that to ensure that service interruptions are communicated correctly, quickly, and clearly, Communications has introduced an updated version of the service interruption template used internally. This template is used by Dispatch to post information on MyRide which lets riders know when a bus will not be arriving as originally expected. The Communications team tweaked a couple of sentences and removed some information to hopefully make things more straightforward for Dispatch to update prior to distributing and ultimately clearer for riders.

The Communications team has experienced a very busy month that marks the end of a very busy season of events. During most of this summer, Metro has attended events almost every weekend. September began with Metro attending Afrofest followed by Hutchfest the very next day. Hutchfest was the Communication staff's first attempt at selling Metro merchandise. The keychain with the vintage transit token was Metro's top seller at Hutchfest followed by the Metro stickers. Staff were also thrilled to meet many other people who were as excited about transit as Metro was. The Communications team is currently evaluating what worked at that event, what can be done better at future events, and how to move forward to reach even more people.

Metro had quite a few employees who participated in the United We Walk event sponsored by the Tri-Faith Community. Metro also attended the Sustainability Faire at Creighton and OPS's Patriot event this past weekend in South Omaha. The Communications team continues to develop strategic partnerships with other organizations and agencies across the community as well.

At the end of last month, Metro staff worked with MAPA on a symposium for the National Aging and Disability Transportation Center. Metro was one of only six agencies that were chosen across the country to host this symposium. This event brought together people of various abilities and ages to talk about the barriers they may face when accessing public transportation. Through these conversations, those barriers were identified along with ways to address those barriers as a community. The resulting report is now in the hands of the national organization. Initial feedback is that they are very excited about some of the resulting conversations

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that were had, and they are looking forward to being able to look at what was learned and to take actions across the country in their own lobbying efforts.

Lastly, members of the Communications and Planning & Scheduling Departments had the opportunity to meet with the team from Heartland Bikeshare to tour their headquarters and look at ways the bikes help people access public transit through first- and last-mile connections. The teams also took a tour of the new parks that have recently opened in Omaha to understand how others can use Heartland Bikeshare to make these kinds of trips and enjoy public transit as well.

Discussion was had.

Agenda Item #6: Resolution # 435 – Request Approval of the 2024 Tax Levy **(W. Clingman)**

Per State Statute 18-822 the Board must, by resolution, on or before September 30 of each year certify the tax levy.

The proposed Property Tax levy for the 2023 budget year is \$41,869,240 or 0.084 mills.

1. The certified valuation from the Douglas County assessor is \$49,844,333,410.
2. The valuation per \$100.00 is \$498,443,334.10.
3. The Regional Metropolitan Transit Authority of Omaha proposes to adopt a General property tax request that will cause its tax rate to be \$0.084 per \$100 of assessed value.
4. The 2023-24 General property tax request be set at \$41,869,240.
5. A copy of this resolution be certified and forwarded to the County Clerk on or before September 30, 2023.

Discussion was had.

Motion by Mr. Meadows; Second by Mr. Lund

ROLL CALL:
UNANIMOUS; MOTION CARRIES.

Agenda Item #7: Resolution # 436 – Request Approval of the Proposed 2024 Annual Budget **(W. Clingman)**

Staff is requesting approval of a resolution to adopt the 2024 annual budget. The proposed total disbursements and transfer for the 2024 budget is \$75,002,460.12, which is an increase of 20% of the 2023 amount. This budget includes \$15,965,700 in capital expenditures and approximately a 14% increase in service that will be phased in throughout 2024.

The required public hearing for this budget is planned to be held at 8:30 am on September 19, 2023. Additional details and assumptions for the 2023 budget can be found on subsequent pages of this Board packet.

The Procurement/Finance Committee reviewed this proposed annual budget prior to the Board Meeting.

Meeting Minutes – September 19, 2023

| | |
|--|-------------------|
| 2021-2022 Actual Disbursements & Transfers | \$ 39,996,577.00 |
| 2022-2023 Estimated Disbursements & Transfers | \$ 47,531,766.00 |
| 2023-2024 Proposed Budget of Disbursements & Transfers | \$ 75,002,460.12 |
| 2023-2024 Necessary Cash Reserve | \$ 25,815,759.60 |
| 2023-2024 Total Resources Available | \$ 100,818,219.72 |
| Total 2023-2024 Personal & Real Property Tax Requirement | \$ 41,869,240.00 |
| Unused Budget Authority Created for Next Year | \$ - |

| | |
|---|------------------|
| Breakdown of Property Tax: | |
| Personal and Real Property Tax Required for Non-Bond Purposes | \$ 41,869,240.00 |
| Personal and Real Property Tax Required for Bonds | \$ - |

Discussion was had.

Motion by Mr. Meadows; Second by Ms. Plucker

**ROLL CALL:
UNANIMOUS; MOTION CARRIES.**

Agenda Item #8: Request Approval of Revision to Operating Policy 10 – Work Schedule (W. Clingman)

Staff is proposing the amendment of Operating Policy 10. The policy is only applicable to full-time administrative staff who are not subject to a collective bargaining agreement. The amendment will bring better clarity to the policy and align it with current business practices including the approval process for variations to the standard work week hours and alternative work schedules. Operating Policy 10 was last updated in October 2006. A redlined version of the Operating Policy was distributed to and reviewed with the Planning & Policy Committee.

Discussion was had.

Motion by Ms. Plucker; Second by Ms. Haase

**ROLL CALL:
UNANIMOUS; MOTION CARRIES.**

Agenda Item #9: Request Approval for the Amendment of Operating Policy 11, Overtime Pay (Non-Exempt) (W. Clingman)

Staff is proposing the amendment of Operating Policy 11. The policy is only applicable to non-exempt administrative staff who are not subject to a collective bargaining agreement. The amendment will bring better clarity to the policy and align practices with the requirements of the new timekeeping system. Operating Policy 11 was last updated in August 1988. A redlined version of the Operating Policy was distributed to and reviewed with the Planning & Policy Committee.

Discussion was had.

Meeting Minutes – September 19, 2023

Motion by Ms. Haase; Second by Mr. Meadows

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Agenda Item #10: Request Approval for the Amendment of Operating Policy 12, Overtime Pay (Exempt) (W. Clingman)

Staff is proposing the amendment of Operating Policy 12. The policy is only applicable to exempt administrative staff who do not qualify for overtime rate of pay under the Fair Labor Standards Act. The amendment will bring better clarity to the policy. Operating Policy 12 was last updated in August 1988. A redlined version of the Operating Policy was distributed to and reviewed by the Planning & Policy Committee.

Discussion was had.

Motion by Ms. Plucker; Second by Ms. Haase

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Agenda Item #11: Board Chair Report
(D. Lawse)

Mr. Lawse reported that there is nothing additional to report because everything was covered in the previous resolutions, the budget resolutions pertaining to the Finance Committee, and the policy updates pertaining to the Policy Committee. Looking forward, the Policy Committee continues to work with staff to update policies as they have been doing. There are still more policies to be reviewed but great progress has been made in reviewing and updating many policies already.

Discussion was had.

Agenda Item #12: Date, Time and Place of Next Board Meeting

Thursday, October 26 2023, at 8:30 a.m. to be held at Metro Transit Authority's Administrative Building.

Agenda Item #13: Adjournment

There being no further business to come before the Board, a motion was entertained to adjourn the meeting at 9:11 a.m.

Motion by Ms. Plucker; Second by Mr. Meadows

Meeting Minutes – September 19, 2023

ROLL CALL:

UNANIMOUS; MOTION CARRIES.

Mr. Daniel Lawse – Chair

Recording Secretary

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

Sept

Recruiting Report

| | Sept Hires | Proj. Remaining Need | Recruiting Activity Notes |
|------------------|-------------------|-----------------------------|---|
| All Roles | 7 | 23 | 7 people started new roles at Metro in the month of September. Among those new hires, Brett Heck Jenders was promoted from Transit Operator to Transit Field Supervisor. Additionally, Metro posted openings for an HR Generalist and a Network Security Manager. |

| Operations | | | |
|------------------------------|---|---|--|
| Bus Operators - Omaha | 2 | 6 | Currently reviewing and interviewing candidates. |
| Paratransit Operators | 0 | 1 | Currently reviewing and interviewing candidates. |

| Maintenance | | | |
|---------------------------|---|---|--|
| Mechanic | 1 | 4 | Currently reviewing and interviewing candidates. |
| Mechanic Helper | | | |
| Utility Garage | 1 | | Currently reviewing and interviewing candidates. |
| Body Shop Mechanic | | 1 | Currently reviewing and interviewing candidates. |

| BG&E | | | |
|-------------------------|--|---|--|
| BG&E - Field | | 1 | Currently reviewing and interviewing candidates. |
| Sr. Building | | 1 | |

| Custodial | | | |
|------------------|---|---|--|
| Custodian | 1 | 6 | Currently reviewing and interviewing candidates. |

Sept

Recruiting Report

| Role | Hires | Proj. Remaining Need | Recruiting Activity Notes |
|--------------------------|--------------|-----------------------------|---|
| Admin Staff | 2 | 2 | |
| Mechanic Supervisor | | 1 | Currently reviewing and interviewing candidates. |
| Custodian Supervisor | | | Offer Pending |
| Field Supervisor | 1 | | Brett Heck-Jenders was promoted effective September 25th. |
| Network Security Manager | | | Currently reviewing and interviewing candidates. |
| HR Generalist | | 1 | Currently reviewing and interviewing candidates. |
| Executive Administrator | 1 | | Selina Perry Started 9/11/2023 |

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

9.1.23 - 9.30.23



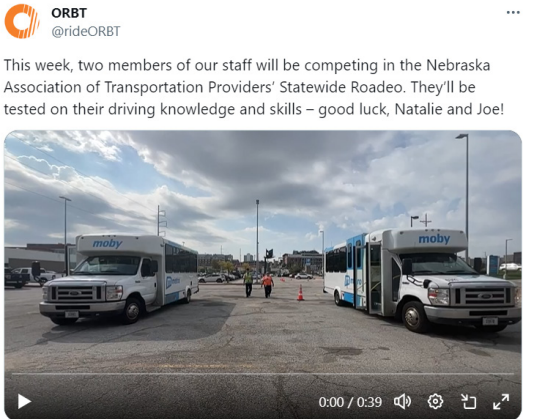
Facebook: [Metro Transit Omaha](#)

Posts: 17
Reach: 11,730
Reactions: 223
Comments: 28
Shares: 43
29 new followers | 1.09% increase



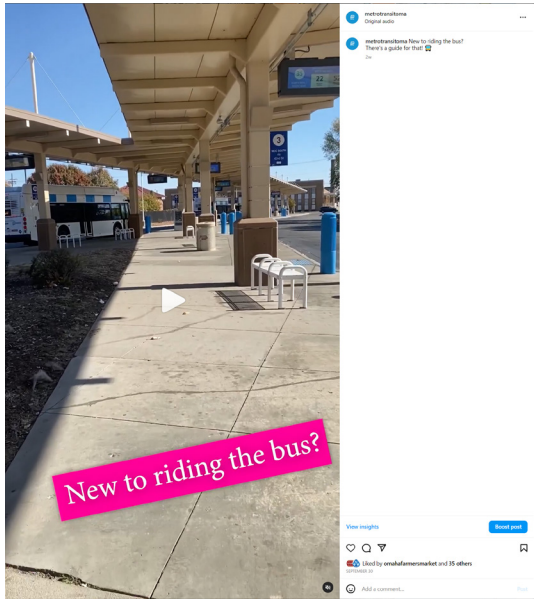
Twitter: [@rideORBT](#)

Tweets: 17
Impressions: 13,300
Avg. 890 impressions/post for the year
Likes: 40
Retweets: 9
Replies: 3
- 1 follower | 0.09% decrease



Instagram: [@metrotransitoma](#)

Posts: 10
Likes: 181
Avg. 23.7 likes/post for the year
Comments: 5
7 new followers | 0.47% increase



Afro Fest Omaha

SEPT. 2

Metro staff played transit trivia with festival attendees, talked about transit in Omaha, and took feedback from members of the public.



OUTREACH

9.1.23 - 9.30.23

Tri-Faith Initiative United We Walk

SEPT. 10

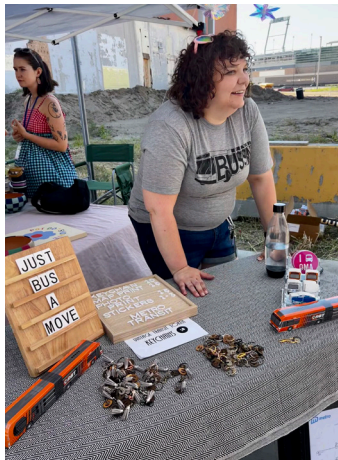


A variety of staff from Metro participated in the Tri-Faith Initiative's United We Walk and then set up for the community fair to talk with attendees about transit in Omaha.

Hutchfest

SEPT. 4

Our first time selling Metro branded merchandise: keychains with vintage transit tokens, stylized network map prints, photo prints of buses, and stickers.



Fiestas Patrias

SEPT. 16

Metro had a table at the Fiestas Patrias Health Fair, celebrating the independence of Mexico, Guatemala, and El Salvador. Staff handed out information about our services.



Refugee Community Health Day

SEPT. 9

Metro staff engaged with the local refugees about how to ride the bus in Omaha and handed out Metro branded prizes.



8th Annual Student Celebration Day

SEPT. 17

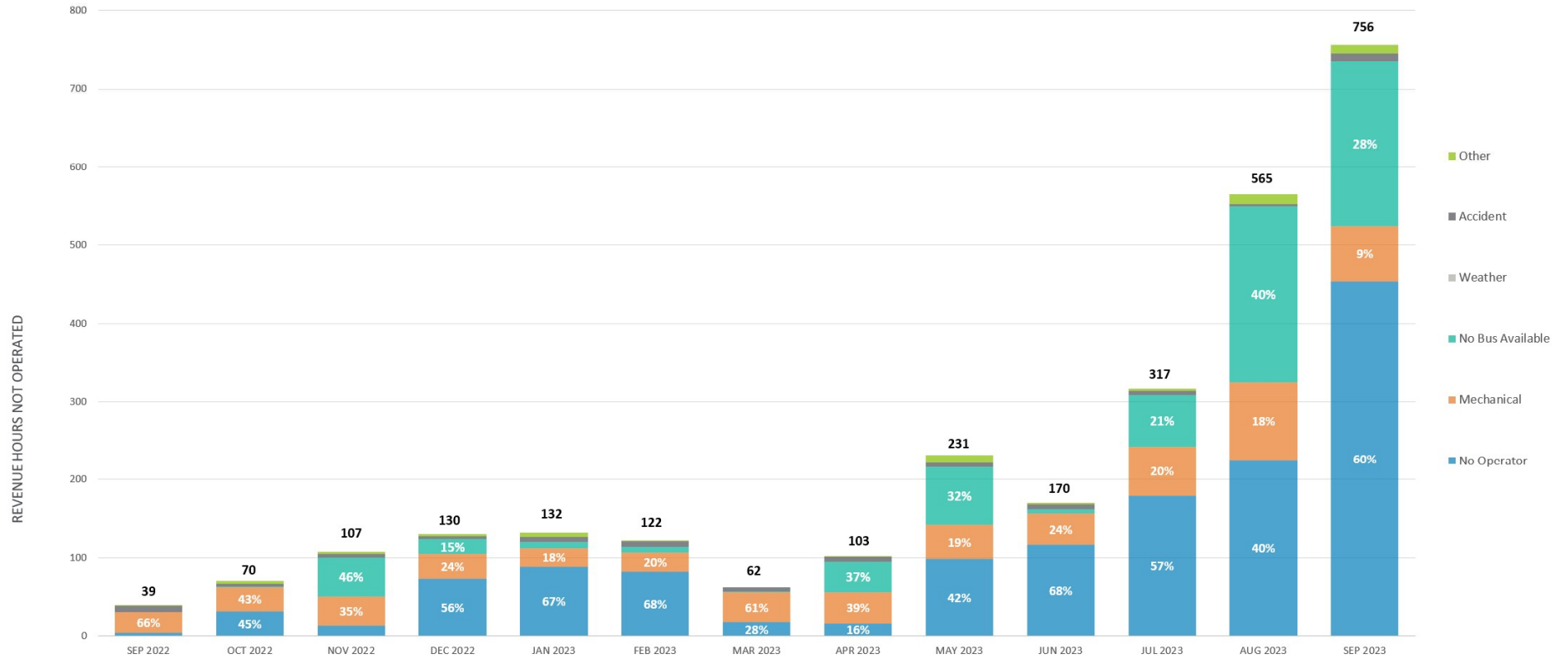
Metro staff joined the celebration at Miller Park to talk with families about our services, especially the K-12 Rides Free program.



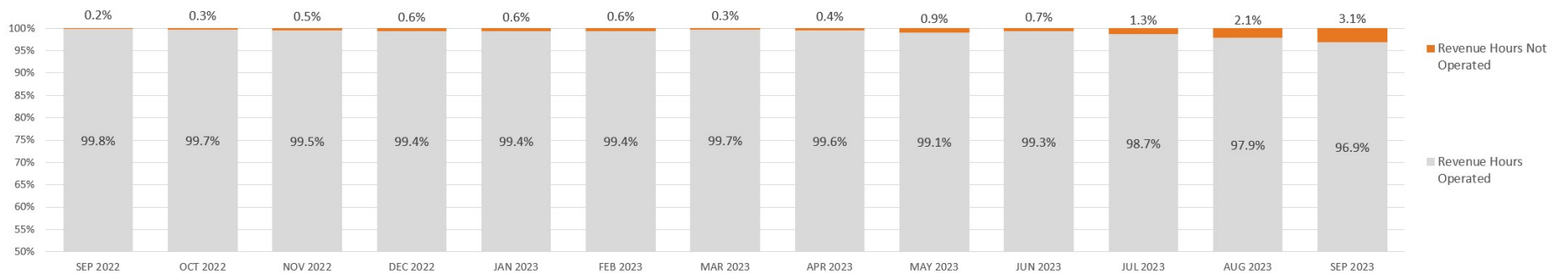
COMMUNICATIONS



MONTHLY SERVICE INTERRUPTIONS REVENUE HOURS NOT OPERATED BY TYPE

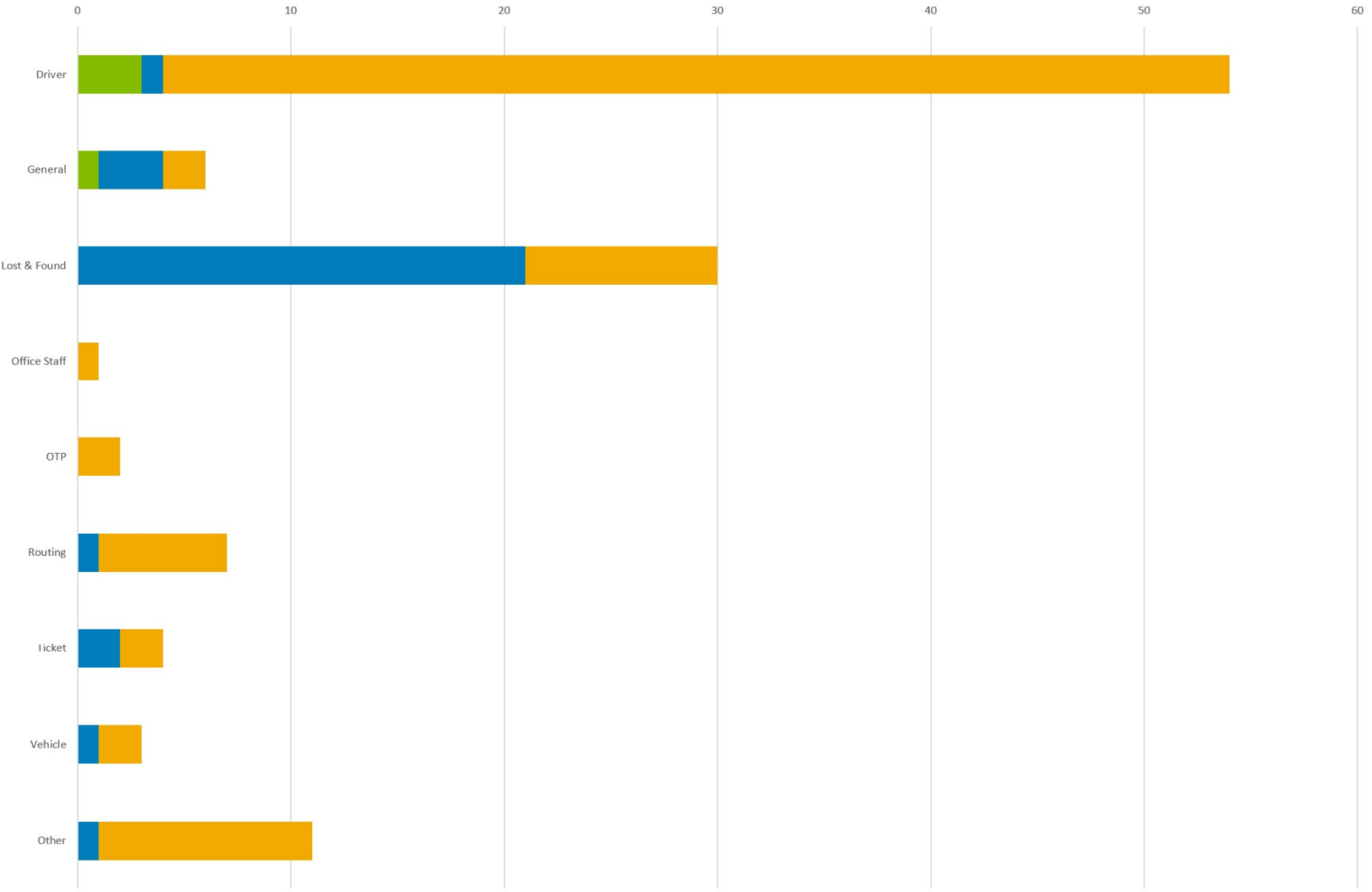


Percent of Total Revenue Hours

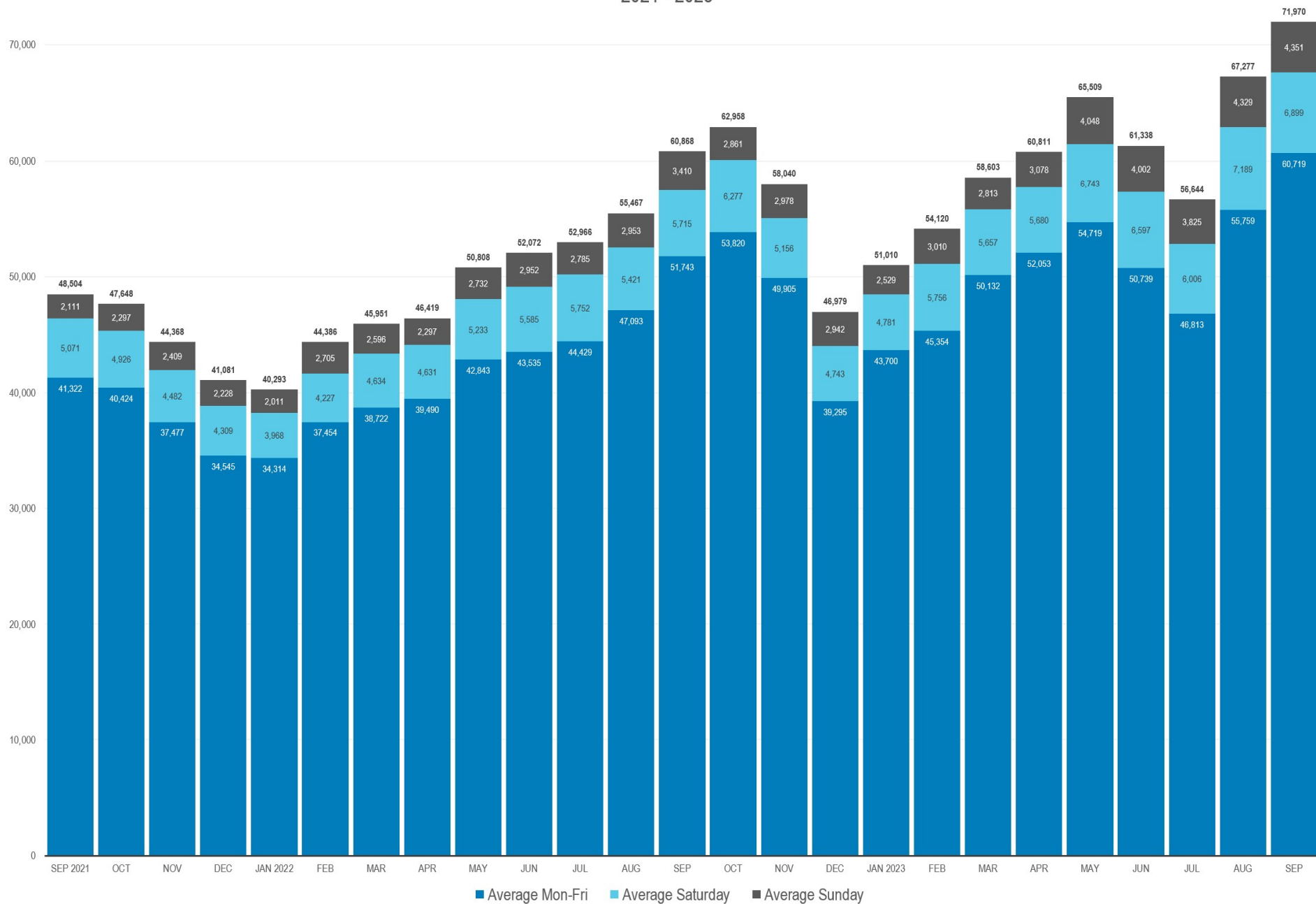


September 2023
Fixed Route Registered Customer Service Concerns by Category

Positive Neutral Negative



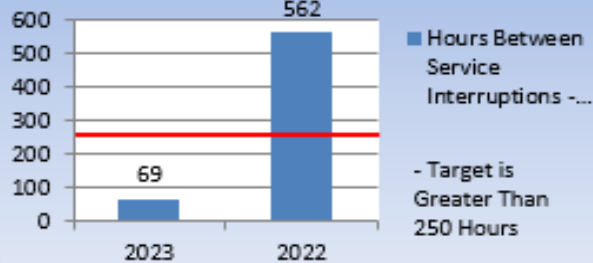
Average Weekly Ridership 2021 - 2023



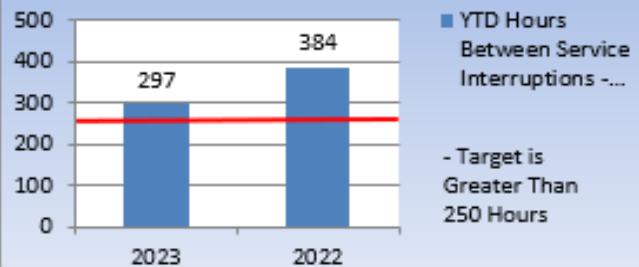
Metro Transit Operations Report September 2023

| Current Month | 2023 | 2022 | Variance | Year to Date | YTD 2023 | YTD 2022 | YTD Variance |
|-----------------------------|--------|--------|----------|-----------------------------|----------|----------|--------------|
| Service | | | | Service | | | |
| Service Hours | 23601 | 20781 | 13.57% | Service Hours | 216243 | 191029 | 13.20% |
| Service Miles | 322679 | 286404 | 12.67% | Service Miles | 2970457 | 3E+06 | 12.83% |
| Interruptions | | | | Interruptions | | | |
| Hours Between Interruptions | 343 | 37 | 827.03% | Hours Between Interruptions | 729 | 497 | 46.68% |
| Hours Between Interruptions | 69 | 562 | -87.75% | Hours Between Interruptions | 297 | 384 | -22.83% |
| Miles Between Interruptions | 941 | 7741 | -87.85% | Miles Between Interruptions | 4075 | 5297 | -23.08% |
| Target Miles | 3350 | 3350 | | Target Miles | 3350 | 3350 | |
| Road Calls | | | | Road Calls | | | |
| Road Calls | 49 | 27 | 81.48% | Road Calls | 357 | 328 | 8.84% |
| Miles Between Road Calls | 6585 | 10608 | -37.92% | Miles Between Road Calls | 8321 | 8027 | 3.66% |
| Paratransit | | | | Paratransit | | | |
| Total Van Trips | 6968 | 6861 | 1.56% | Total Van Trips | 56403 | 55577 | 1.49% |
| Passenger Hours | 4179 | 3915 | 6.74% | Passenger Hours | 34203 | 31694 | 7.92% |
| Trips per Hour | 1.67 | 1.75 | -4.86% | Trips per Hour | 1.65 | 1.75 | -5.96% |
| Passenger Miles | 34576 | 44602 | -22.48% | Passenger Miles | 384886 | 356664 | 7.91% |
| Trips per Mile | 0.2015 | 0.1538 | 31.01% | Trips per Mile | 0.1465 | 0.1558 | -5.96% |
| Taxi Trips | 0 | 0 | #DIV/0! | Taxi Trips | 0 | 0 | #DIV/0! |
| Total Trips - Van & Taxi | 6968 | 6861 | 1.56% | Total Trips - Van & Taxi | 56403 | 55577 | 1.49% |

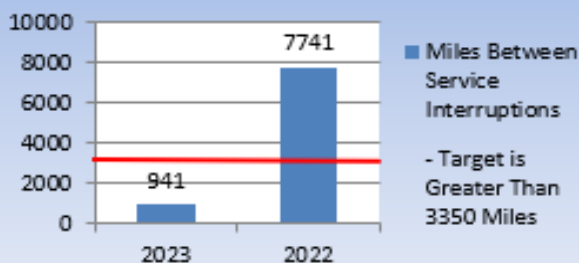
Hours Between Service Interruptions - September 2023 & 2022



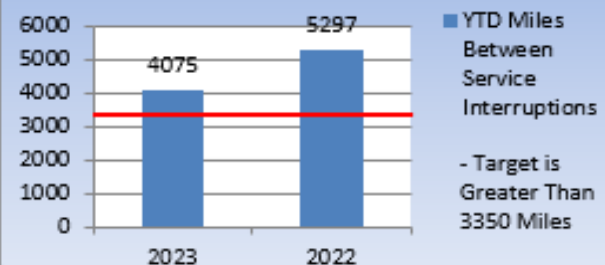
YTD Hours Between Service Interruptions - 2023 & 2022



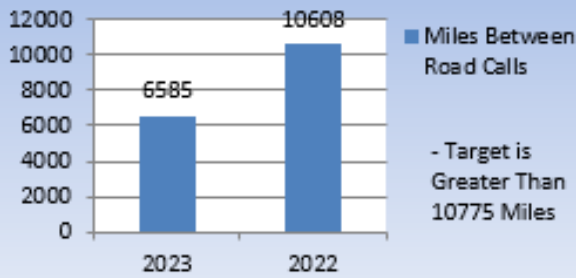
Miles Between Service Interruptions - September 2023 & 2022



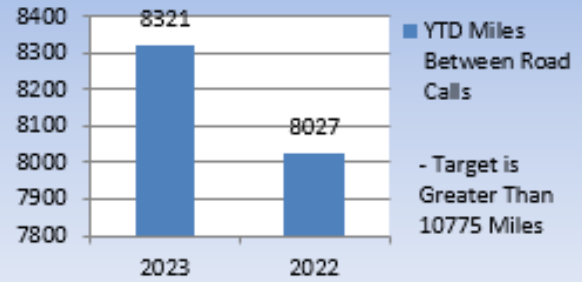
YTD Miles Between Service Interruptions - 2023 & 2022



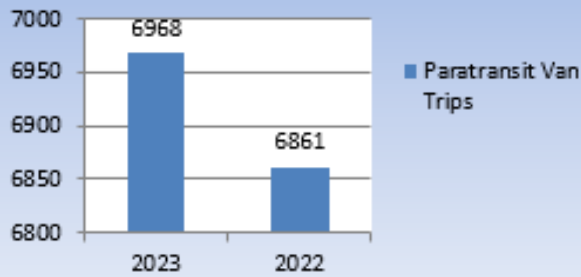
**Miles Between Road Calls
September- 2023 & 2022**



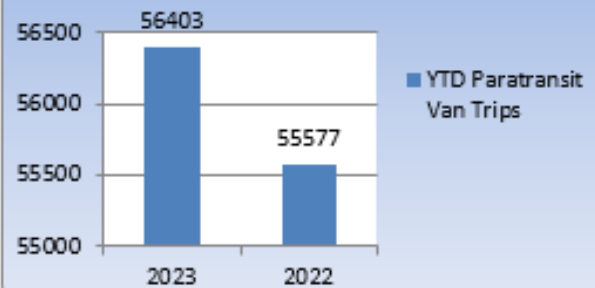
**YTD Miles Between Road Calls
- 2023 & 2022**



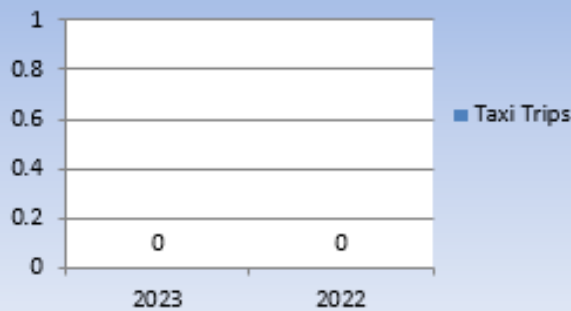
**Paratransit Van Trips
September - 2023 & 2022**



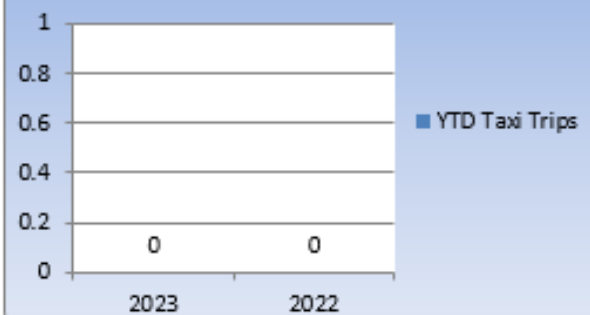
YTD Paratransit Van Trips - 2023 & 2022



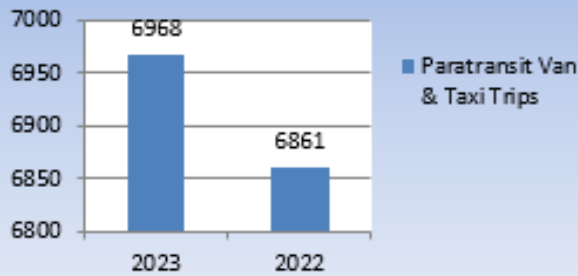
Taxi Trips September - 2023 & 2022



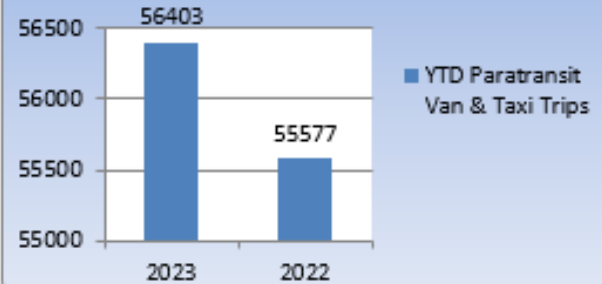
YTD Taxi Trips - 2023 & 2022



**Paratransit Van & Taxi Trips
September - 2023 & 2022**



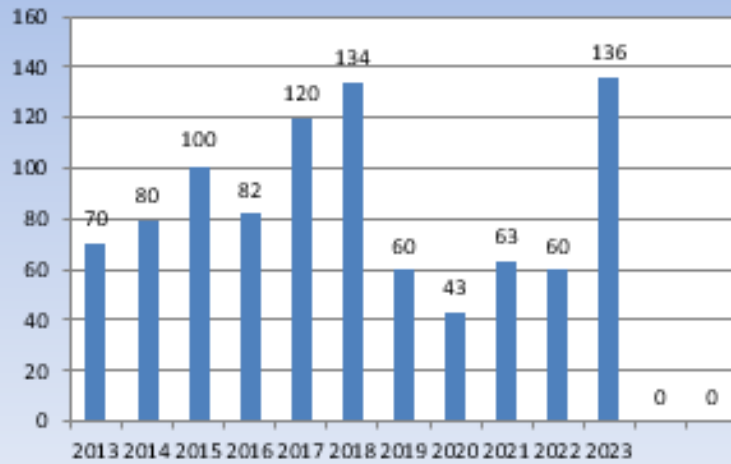
YTD Paratransit Van & Taxi Trips - 2023 & 2022



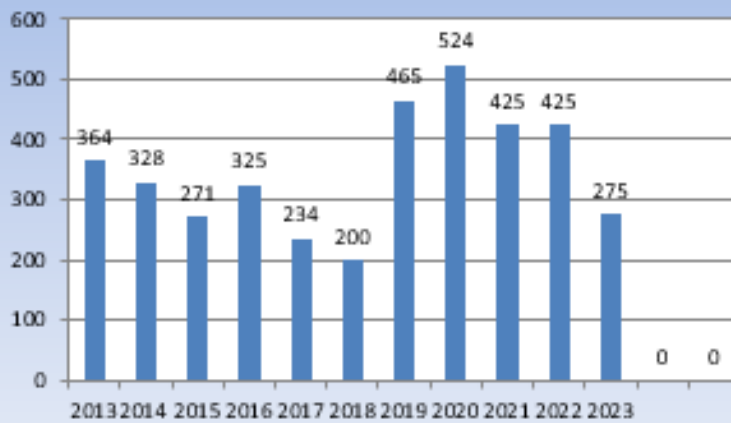
Service Interruptions Detail

| Type | September 2022 | September 2023 | Difference | 2022 YTD | 2023 YTD | Difference |
|------------------------------|-------------------|-------------------|------------|-------------|-------------|------------|
| Accident | 8 | 9 | 1 | 21 | 44 | 23 |
| Unsanitary Bus | 0 | 2 | 2 | 3 | 13 | 10 |
| Delayed Out Operator | 1 | 124 | 123 | 272 | 359 | 87 |
| Bus Operator Family Emergenc | 0 | 0 | 0 | 2 | 0 | -2 |
| Drunk on Bus - Police Called | 0 | 1 | 1 | 0 | 3 | 3 |
| Passenger Emergency | 0 | 1 | 1 | 2 | 6 | 4 |
| Weather | 0 | 0 | 0 | 0 | 0 | 0 |
| Mechanical | 28 | 71 | 43 | 154 | 370 | 216 |
| Unknown | 0 | 0 | 0 | 4 | 2 | -2 |
| Vandalism on Bus | 0 | 0 | 0 | 0 | 0 | 0 |
| Heavy Traffic | 0 | 1 | 1 | 0 | 3 | 3 |
| No Bus Available | 0 | 134 | 134 | 9 | 378 | 369 |
| | | | | | | |
| Total | 37 | 343 | 306 | 467 | 1178 | 711 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Mechanical Reasons | | | | | | |
| | | | | | | |
| Air Conditioner | 1 | 0 | -1 | 4 | 5 | -1 |
| Air pressure went down | 0 | 1 | 1 | 11 | 17 | -6 |
| Brake Problem | 1 | 4 | 3 | 10 | 12 | -2 |
| Broken Belt | 0 | 0 | 0 | 0 | 3 | -3 |
| Bus Body Problem | 0 | 1 | 1 | 4 | 7 | -3 |
| Bus shut down | 13 | 20 | 7 | 94 | 137 | -43 |
| Delayed by Train | 0 | 0 | 0 | 1 | 0 | 1 |
| Door Problem | 0 | 1 | 1 | 7 | 7 | 0 |
| Electrical Problem | 0 | 1 | 1 | 12 | 14 | -2 |
| Farebox | 0 | 1 | 1 | 4 | 2 | 2 |
| Leaking Fluid | 0 | 0 | 0 | 19 | 0 | 19 |
| Leaking fuel | 0 | 0 | 0 | 1 | 0 | 1 |
| Lift malfunction | 0 | 0 | 0 | 3 | 1 | 2 |
| Light problem | 0 | 0 | 0 | 6 | 3 | 3 |
| Low water | 1 | 6 | 5 | 6 | 21 | -15 |
| Mirror Broke | 0 | 1 | 1 | 7 | 35 | -28 |
| No power | 2 | 3 | 1 | 21 | 22 | -1 |
| Power Steering Problem | 0 | 0 | 0 | 4 | 4 | 0 |
| Oil Pressure | 0 | 0 | 0 | 1 | 1 | 0 |
| Overheated | 1 | 1 | 0 | 14 | 4 | 10 |
| Radiator Leak | 3 | 2 | -1 | 4 | 9 | -5 |
| Seat Problem | 0 | 0 | 0 | 1 | 2 | -1 |
| Starting problem | 0 | 0 | 0 | 5 | 2 | 3 |
| Suspension problem | 1 | 3 | 2 | 13 | 24 | -11 |
| Tire problem | 0 | 3 | 3 | 21 | 26 | -5 |
| Transmission malfunction | 2 | 2 | 0 | 10 | 5 | 5 |
| Unknown Mechanical | 3 | 10 | 7 | 43 | 47 | -4 |
| Windshield/Window | 0 | 0 | 0 | 0 | 3 | -3 |
| | | | | | | |
| Total | 28 | 60 | 32 | 326 | 413 | 87 |

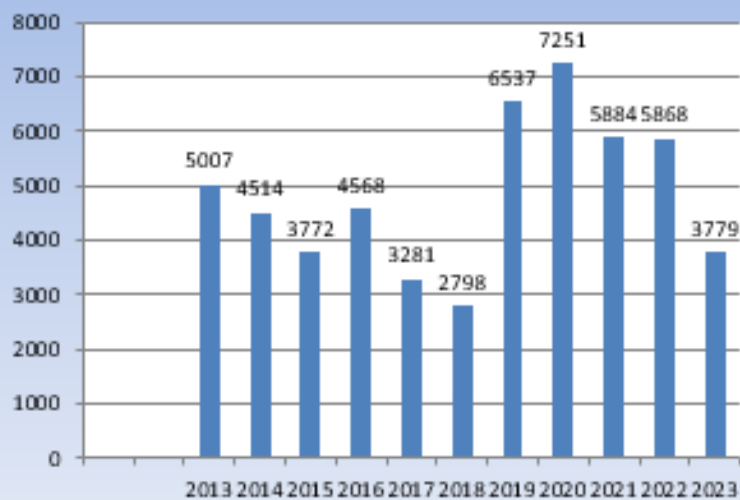
Service Interruptions



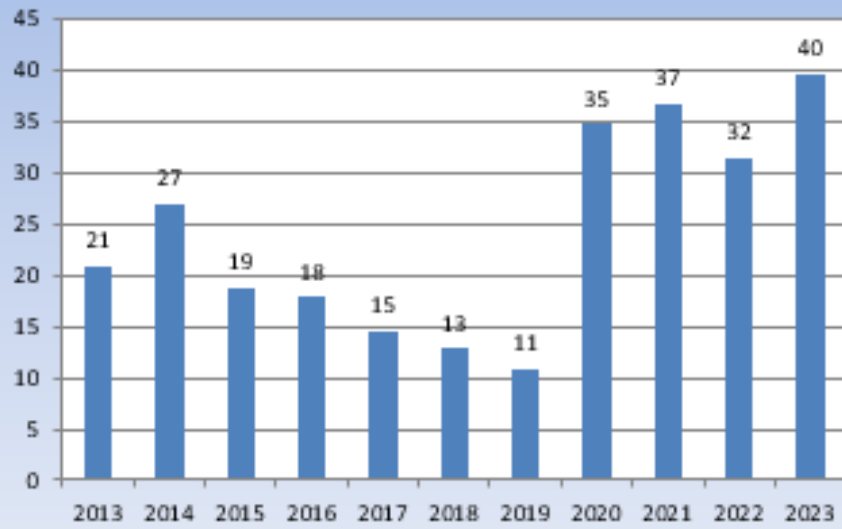
Hours Between Interruptions



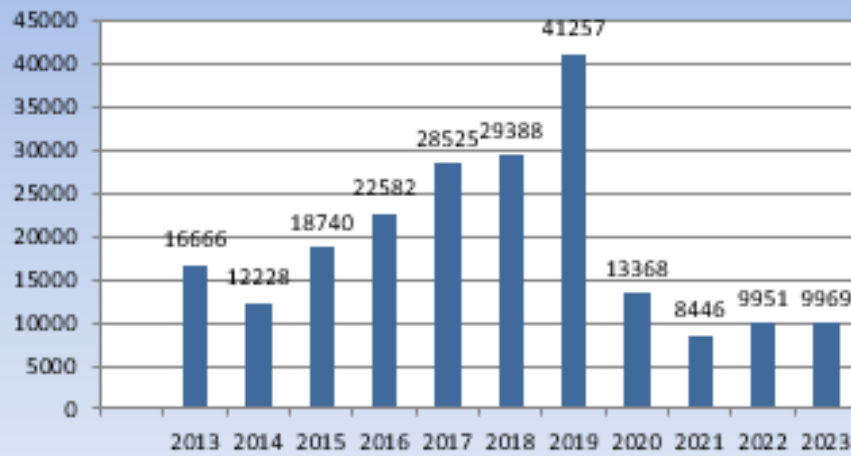
Miles Between Interruptions



Roadcalls



Miles Between Roadcalls



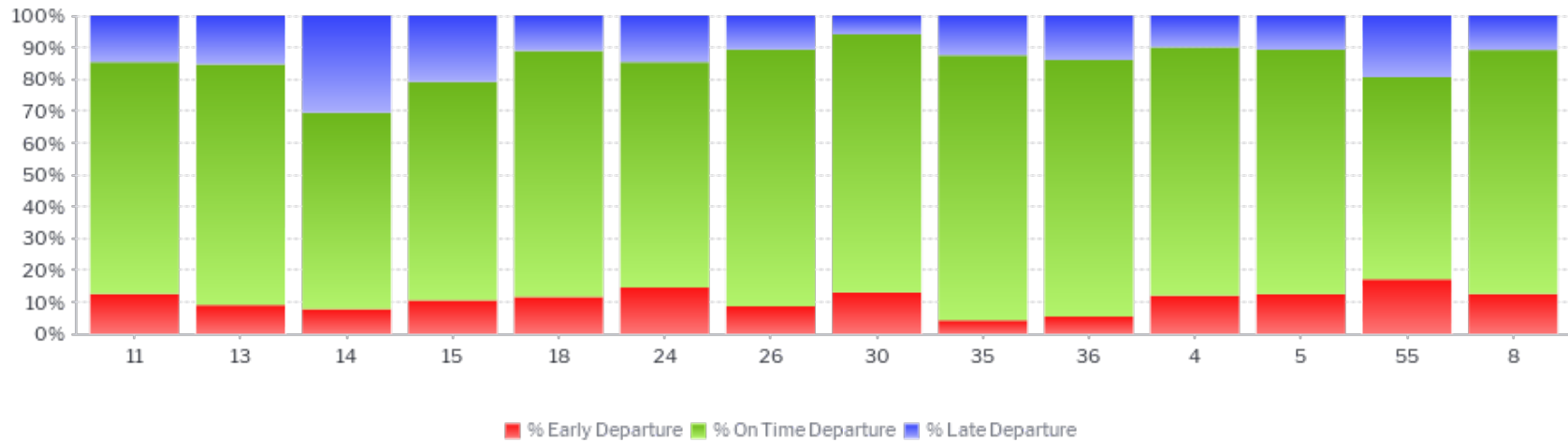
September 2023 OTP

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 |
|-----------|------------|----------|---------------|-------------------|-----------------|---------------------|--------------|------------------|---------|
| September | 9/1/23 | 9/30/23 | 15,859 | 11.4% | 104,593 | 75.2% | 18,722 | 13.5% | 139,174 |

Departures: On-Time Performance by Route

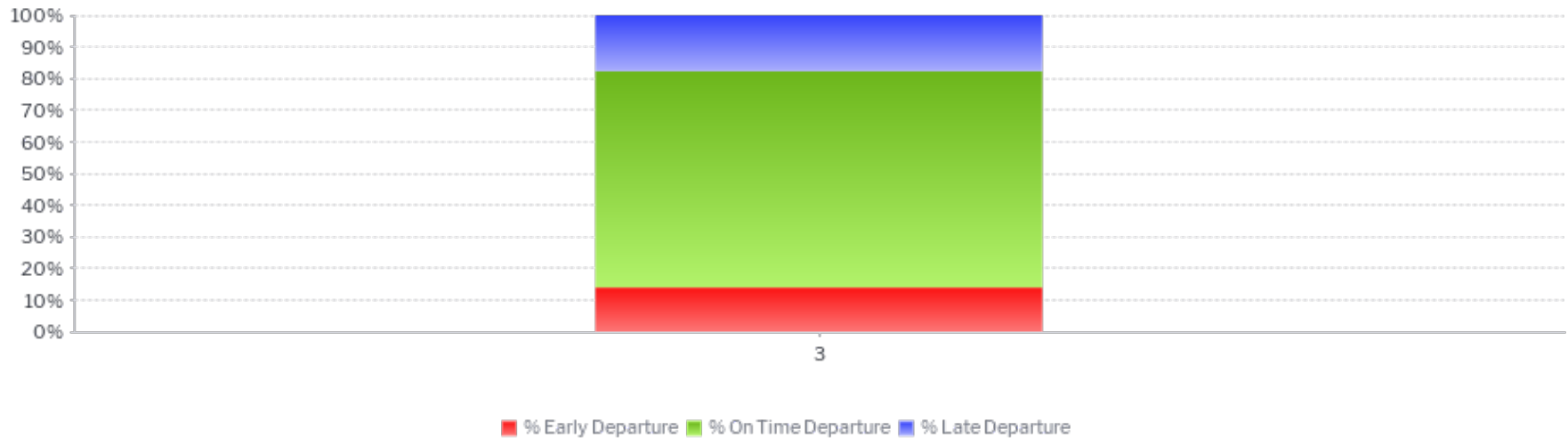


September 2023 OTP

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 |
|------------|----------|-------|-------------------------|---------------|-------------------|-----------------|---------------------|--------------|------------------|--------|
| 9/1/23 | 9/30/23 | 3 | North 40th / South 42nd | 2,078 | 13.9% | 10,243 | 68.4% | 2,647 | 17.7% | 14,968 |

September 2023

Registered Customer Service Concerns by Category

| | |
|-------------|-------|
| Total Calls | 14375 |
| Bus | 8984 |
| MOBY | 5391 |

Calls by Category

| | Total | Positive | Neutral | Negative | Percentage |
|----------------|-------|----------|---------|----------|------------|
| Driver | 58 | 3 | 1 | 54 | 45.67% |
| General | 7 | 2 | 3 | 2 | 5.51% |
| Lost and Found | 30 | 0 | 21 | 9 | 23.62% |
| Office Staff | 5 | 0 | 0 | 5 | 3.94% |
| Other | 11 | 0 | 1 | 10 | 8.66% |
| OTP | 2 | 0 | 0 | 2 | 1.57% |
| Routing | 7 | 0 | 1 | 6 | 5.51% |
| Ticket | 4 | 0 | 2 | 2 | 3.15% |
| Vehicle | 3 | 0 | 1 | 2 | 2.36% |
| Wheelchair | 0 | 0 | 0 | 0 | 0.00% |
| Total | 127 | 5 | 30 | 92 | 100.00% |
| Percentage | 100% | 3.94% | 23.62% | 72.44% | |