

**AGREEMENT
Between**

**Transport Workers Union of America
AFL-CIO
Local 223
Omaha, Nebraska**

and

**The Transit Authority of the City of Omaha,
Dbas; Metro**

Effective from

January 1, 2020

To

December 31, 2022

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PREAMBLE of the Contract

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 the 30th day of January, 2020 by and between the Transit Authority for the City of Omaha, a body politic and corporate and a governmental subdivision of the State of Nebraska ("Metro") 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 (the "Union").

WITNESSETH:

WHEREAS, pursuant to the Law (i.e. 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 Transit Authority for the City of Omaha (now doing business as Metro) as of the date of this Agreement continues to own, operate, maintain and control public transportation system within and without the corporate limits of the City of Omaha, Douglas County Nebraska, pursuant to and as permitted by and contemplated by the Transit Authority of the City of Omaha Law;

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 insure 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 Memorandus of Understanding, (MOU); 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 Work Rules or in such Work Rules Book, or (iii) otherwise by Metro to the fullest extent permitted by this Agreement or by law, each of the Work Rules and Work Rules Book (as so modified or amended) is hereby integrated into and made a part of this Agreement.

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 of 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 who 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 Company 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 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.

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.

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 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

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 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. Statue Section 48-821.

ARTICLE 7

Duration of Agreement

The effective date of this Agreement shall be January 1, 2020, and it shall remain in full force and effect until 11:59 P.M. C.S.T., December 31, 2022.

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

All notices given or required to be given hereunder must be sent by registered mail. 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, by registered mail. If sent to the Union, same shall be sent to Transport Workers' Union of America, A.F.L.-C.I.O., 501 3rd Street NW, 9th Floor, Washington DC, 20001, or to the Secretary of Transport Workers' Union of America, Local #223, 5418 South 27th Street, Omaha, Nebraska, 68107, or to such other addresses as either Union may hereafter designate by registered mail; but, notice to the Union shall in all cases be deemed sufficiently given, if sent by registered mail to the Secretary of Transport Workers' Union of America, Local #223, at the foregoing address, or the address to which same may be changed in accordance herewith. Hand delivery with receipt by either party shall also be deemed appropriately notified.

ARTICLE 10

Separation of Operating Sections

Section 1. This Contract 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 contract will be negotiated as they occur without reopening the rest of this Agreement.

ARTICLE 11

Payroll Dates

All employees covered by this Agreement shall be paid every other Friday by direct deposit only.

ARTICLE 12

Grievances and Arbitration

Section 1. Subject to the other provisions of this Agreement, any individual employee or group of employees of the bargaining unit shall have the right at any time to present grievances to Metro and discuss the same with Metro's representatives as provided in this Article 12; provided, however, that unless extended in writing by Metro (as determined in its sole and absolute discretion), any grievance shall be initiated on Union approved written notice form, and delivered to the employee's immediate supervisor by not later than 5:00 p.m. on the seventh (7) business day after the occurrence of the event serving as the basis for the grievance. For purposes of this Article 12, business days are considered Monday through Friday.

Whenever processing or presenting any grievance, an employee may elect to be accompanied by a representative of the Union at any time during the grievance process. The Union and Metro agree that whenever used in this Agreement the term "grievance" shall mean a dispute between Metro and an employee as to the interpretation of or application of the express provision of this Agreement.

Section 2. The steps in the grievance procedure shall be conducted as set forth in this Section 2; provided, however, the Union and Metro may agree to waive either or both of Steps 1 and Step 2.

Step 1: Upon receipt of grievance complying with Section 1, the employee's supervisor shall schedule a mutually agreed to meeting for purposes of resolving the grievance (unless mutually waived by both parties for the first and second steps), to be held within seven (7) business days of the supervisor's receipt of the grievance, and Metro's response will be in writing. If not resolved;

Step 2: The Union may elect to appeal the grievance on behalf of the grieving employee(s) (unless mutually waived by both parties for the first and second steps), by presenting written notice of its election to the department head of the employee's supervisor within seven (7) business days after the date of the meeting identified in Step 1. The department head shall schedule a meeting for purposes of the appeal to be held on mutually agreeable date and time later that is not later than seven (7) business days after the department head's receipt of the written notice of appeal, unless extended in writing by agreement between the Union and the department head, but any request for the extension shall not be unreasonably withheld or conditioned. The appeal will be limited to the issues as presented by the employee and or management in the grievance for purposes of Step 1. Metro's response will be in writing. If not resolved;

Step 3: The Union President or their representative may elect to appeal the decision of the department head on behalf of the grieving employee by presenting written notice of its election to a duly appointed representative of Metro management within seven (7) business days after date of the decision by the department head pursuant to Step 2. The management representative shall schedule a meeting for the purposes of an appeal to be held on mutually agreeable date and time later that is not later than seven (7) business days after Metro's receipt of the written notice of appeal, unless extended in writing by agreement between the Union and the management representative, but the request for the extension shall not be unreasonably withheld or conditioned. The appeal will be limited to the issues as presented by the employee and or management in the grievance in Step 1. The management representative shall make a decision on the appeal within seven (7) business days after the date of the meeting on the appeal or such later time as the management representative shall reasonably request, which request shall not be unreasonably denied or conditioned by the Union. Metro's response will be in writing.

Any grievance that has been properly and timely processed through the required grievance procedures set in Steps 1 through 3, inclusive, (unless mutually waived by both parties for the first and second steps), above and that has not been resolved thereby may be appealed to arbitration by the Union by serving upon the Executive Director written notice of its election to appeal the determination of the management representative made pursuant to Step 3. The failure to provide such notice within forty-five (45) days after the date of the written determination of the management representative appointed by Metro to determine the Step 3 appeal shall constitute a waiver of any right of the employee or the Union to appeal the grievance to arbitration and the written determination of the management representative shall be final and binding on the employee, the Union and Metro.

The jurisdiction and authority of the arbitrator in any permitted arbitration and the arbitrator's opinion and award shall be limited exclusively to the interpretation of and the application of the express provisions of this Agreement at issue as presented by the employee in the grievance for purposes of Step 1. 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 either enlarge the obligations of 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 decide more than one (1) grievance without mutual consent of the Union and Metro, which consent may be withheld in such party's sole and absolute discretion. The written determination of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and Metro, provided that the written determination is issued within thirty (30) calendar days of the close of the arbitration hearing. In making the determination, the arbitrator shall make written findings setting forth the basis for the determination, including without limitation the express provision of this Agreement supporting the same.

Not later than fourteen (14) calendar days after the Union serves Metro with written notice of its intent to appeal a grievance to arbitration, the Union and Metro shall jointly request the American Arbitration Association 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 list by Metro, Metro and the Union shall alternatively strike names from the list until only one (1) arbitrator remains. The remaining arbitrator shall hear the appeal on the grievance. The first strike will be determined by lot if not mutually agreed.

ARTICLE 13

Discharge or Suspension

Section 1. Except as otherwise permitted in this Agreement or in any Work Rules, Metro shall not discharge or suspend any employee without just cause. 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 warning notice if required by the Work Rules. A copy of any required written notice shall be promptly delivered to the Union.

Section 2. For avoidance of any doubt and subject to the employee's rights under and in respect of the requirements of 49 CFR Part 40 (as amended or supplemented from time to time), Metro may suspend an employee immediately and without pay if the employee has a verified DOT drug/alcohol test result.

Section 3. While on paid suspension a grievance may not be initiated until the completion of the investigation. Nothing in this Article 13 shall be construed to prevent Metro from thereafter terminating the employee.

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 work day 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 Plan

Section 1. Metro has a contributory Pension Plan, (Plan), that was made effective for all full-time eligible employees retiring on or after July 1, 1979. The Plan as amended from time to time by the Pension Committee meets at least once a year to review the plan, and recommends changes that must be approved by Metro's Board of Directors. The Plan document is the prevailing document for retirement eligibility. The 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. In the case of disability retirement, the retiree must first complete a waiver of life premium claim for the company paid life insurance. If the insurance company 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.

ARTICLE 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. You must have a minimum of 5 full years 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 employee resigns or is terminated for cause, the Retirement Severance is forfeited.

Upon retirement, you must pass your anniversary date to earn and receive HA and HB.

Section 2. Disability Retirement, the employee will receive \$500 severance only. Presently, if you are 60 years of age or older at time of hire you don't qualify for Retirement Severance.

ARTICLE 18

Disability Income

Section 1. 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, drawn in any 121-day 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 short term, (STD), and long term, (LTD), disability 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 are as follows:

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

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. Nervous and Mental coverage for hospitalization and medical benefits will be provided 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</u>	<u>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 with appropriate premium pay. Otherwise, eight (8) hours at straight time rate will be paid.

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 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, per the above, providing he/she works the actual day of the holiday.

Section 3. Said holidays are to be paid at the regular rate for all hours worked, plus a minimum guarantee day eight (8) hours for regular hourly employees) at the regular rate. 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 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 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.
- (F) Exceptions to the above are included in the Paratransit and Building, Grounds & Equipment and Custodial Sections of this Agreement.

ARTICLE 21

Time Off with Pay

Request for time off will be handled in accordance "Paid Time Off" Letters of Understanding for each section.

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. The employee must make prior arrangements to be excused within the month of their birthday or anniversary or another mutually agreed too day. Use of a personal holiday trumps all other DAT requests up to the number of allotted slots.

An employee whose actual birthday or anniversary falls in December will have the option of using these holiday(s) within the entire month of December.

Section 2. Martin Luther King 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, however, it 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, but not both
- B) Natural father or stepfather, but not both
- C) Current husband or wife
- D) Son(s), daughter(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, Grandchild or step children. 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

Assault in The Line of Duty

Should an employee be assaulted while in the performance of their duty, the Employee shall not lose any pay for the period up to the effective date of Workmen's Compensation, provided, documentation of a police report, and doctor's statement detailing nature of injury and their inability to return to work is submitted.

ARTICLE 23

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, see Class Seniority Selection sheet for additional information.

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. Paratransit Section only, has 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

Leave of Absence

Section 1. Leave of Absence, (LOA) may be granted by Metro's Executive Director, on a case by case basis. The maximum time for LOA or without loss of Section seniority is ninety 90 days.

Section 2. 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 3. No Leave of Absence will be granted to an employee to engage in other work or employment.

Section 4. Failure to report for work upon the expiration of LOA, without being excused by Metro, shall constitute job abandonment and cause for dismissal from Metro.

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.

Section 3. See Paratransit Section, Article 3 for additional specific information regarding part-time employee(s) laid off.

ARTICLE 26

Vacations

Section 1. This Section is applicable to ALL employees.

- (A) All eligible full time employees will choose vacations within their Section and in seniority order.
- (B) ALL day-at-a-time, (DAT) must be taken as full days in all Sections.
- (C) 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 list for a paid day off, (DAT).
- (F) 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.
- (G) Requests for changes in vacation shall be submitted to the Department Supervisor for approval.

(H) All eligible employees hired prior to June 30, 1987, and who are in service as of December 31, of any succeeding year shall earn and be entitled to vacation pay to be taken in the next calendar year in accordance with the schedule in Section 2 of this Article.

(I) Employees hired after July 1, 1987, shall earn and be awarded vacation based upon their Anniversary date with Metro, provided they have completed one (1) full year of continuous service.

(I) Employees hired on or after January 1, 2016, shall earn one (1) week of vacation after their probation period has concluded during their first year. The employee will earn two (2) weeks of vacation during their second year, (step-up). Pro-rated vacation will not accrue from previous year at time of separation from Metro for employees hired on or after 1-1-2016. You will be in current year of vacation.

(J) 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.

(K) No employee shall work his/her vacation except in cases of a Metro declared emergency, with mutual consent.

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

- i. 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.
- 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. 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.

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

(M) It is understood that when vacation payment is made as per the above, no Short Term Disability shall be paid.

(N) 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.

(O) 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.

(P) 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.

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

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

The above section applies to employees hired prior to July 1, 1987.

(S) Qualification. Employee must have worked 50% available work in preceding year in order to qualify for full vacation allotment in succeeding year. Employees who have worked less than the 50% requirement shall be eligible for paid vacation benefit based upon the percentage actually worked, times the number of vacation days earned.

The period of time on which the computation will be determined shall be the November 1 through October 31, preceding the vacation pick.

(T) Any unused vacation or holidays will be paid to the employee, in December.

Section 2. Weeks of Vacation.

During the step-up year, an employee may be allowed to select their vacation period, some part or all of which may be in advance of his Anniversary date for that year. However, in the event an employee who does so subsequently leaves the service of Metro prior to said Anniversary date, any excess vacation allowance previously paid for that year will be deducted in final settlement.

(A) Transportation Section:

Continuous Service Period <u>Required</u>	Vacation Period <u>Allowed</u>	Basis Of Pay <u>Allowance</u>
After probation period, but during balance of 1 st Year	1 Week	42.5 Hours
During 2 nd Year	2 Weeks	85.0 Hours
6 Years	3 Weeks	127.5 Hours
12 Years	4 Weeks	170.0 Hours
19 Years	5 Weeks	212.5 Hours

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

Continuous Service Period <u>Required</u>	Vacation Period <u>Allowed</u>	Basis Of Pay <u>Allowance</u>
After probation period, but during balance of 1 st Year	1 Week	40 Hours
During 2 nd Year	2 Weeks	80 Hours
6 Years	3 Weeks	120 Hours
12 Years	4 Weeks	160 Hours
19 Years	5 Weeks	200 Hours

Section 3. Vacation Slots in each Section:

(A) Transportation

For the period of May 15 through September 15, Thanksgiving, the week before Christmas, Christmas week, and one (1) week of Spring school break, the total number of vacations allowed shall be equal to 9.5% of the total number of regular and relief runs at the time the vacation bid is posted. It is understood that Christmas week will have 2 additional vacations slots. It is further understood that the two (2) weeks of College World Series will be non-prime, 4th of July week will be prime plus one additional week, and the day after Thanksgiving there will be plus two additional slots. Employees who have two (2) or more weeks of annual vacation allowance will be allowed to use two (2) weeks a day at a time. Metro shall establish procedures for one day at a time vacation requests.

(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 break, where one (1) additional slot will be available.

Night/overnight Shift – One (1) employees 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.

Utility Garage - One (1) employee per week all year.

Maintenance employees with conflicting jobs 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 two (2) per week.

(D) BG&E and Custodial Sections

Only one (1) person within this Section will be allowed on holiday or vacation at any given time.

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 covered by this Agreement, shall be construed to be "Safety Sensitive Employees", (as defined in 49 CFR, Part 40; "SSE") except those employees assigned to Maintenance Stores and Custodial Section positions. All SSE Employees are required to have, hold and continuously maintain a valid DOT medical certification card issued by Metro's designated Medical Review Officer "MRO". Metro will not recognize any DOT medical certification card issued by any other DOT certified MRO, or as otherwise issued pursuant to this Article 27.

Section 3. Any employee employed in a position that includes duties that may, by application of federal or state law require a valid Commercial Driver's License ("CDL"), are required to hold and continuously maintain a valid State issued CDL.

Section 4. Upon any event or occurrence, which shall eliminate the employee's qualification in performing the essentials functions of their primary job, including loss of CDL or DOT medical certification; said employee shall immediately notify Metro and be relieved of their duties, without their regular pay until, the employee is again released 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 doctor of his or her choosing and at their 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 doctor of his or her choosing.

Section 6. Within 7 calendar days following examination by the employee's DOT certified doctor of his or her choosing, all relevant medical records will be released and forwarded to Metro's medical review officer. 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 doctor, Metro and the employee and or the Union shall mutually agree on a third independent DOT certified doctor 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 doctor, all parties agree to follow the same process as outlined in General Provision Article 12, Grievances and Arbitration.

The third independent DOT certified doctor shall examine the employee and the opinion of that third independent DOT certified doctor shall be final. Expense for the third doctor's opinion shall be shared equally between Metro and the employee involved. If found in the favor of the employee, no attendance points will be accessed.

Section 9. Employees who are too sick, 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 primary care physician, (PCP) doctor's release and a 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 farebox 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 perspective Uniform Program Book 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 Metros' designated official uniform supplier. Metro will adhere to any change(s) in IRS regulations.

	<u>2020</u>	<u>2022</u>
Operators, Bus/Paratransit:	\$230.00	\$245.00
Maintenance/BG&E:	\$275.00	\$300.00
Custodial:	\$220.00	\$230.00

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 to 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.

TRANSPORTATION SECTION

ARTICLE 1

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: This person will become an (Regular) Operator after the successful completion of Metro's training program.

ARTICLE 2

Wages and Conditions Affecting Pay

Section 1. Wages.

	<u>1-1-2020</u>	<u>1-1-2021</u>	<u>1-1-2022</u>
1 st 12 Months	21.94	22.60	23.28
2 nd 12 Months	22.61	23.29	23.99
3 rd 12 Months	23.32	24.02	24.74
4 th 12 Months	24.85	25.60	26.37
Thereafter	25.81	26.58	27.38

Note: Operators without a chargeable accident or incident will be moved to top wage at three, (3) years. 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.

Section 2. The foregoing rate of pay for Operator-in-Training shall prevail during all of the training periods until he/she becomes qualified, in the sole judgment of Metro. The Operator Trainer will be paid an additional \$1.25 per hour while training, however, in the case where both the Instructor or Trainer and the Operator in Training are on the bus with a regular Operator, the regular Operator will not receive the additional \$1.25 per hour for training.

Section 3. Each schedule 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, maximum one (1) per day.

ARTICLE 3

Hours

Section 1. Hours of Operators shall be as follows:

- (A) A regular Operator generally will work five (5) days with two (2) days off each week. Such days off will be arranged in consecutive order wherever possible.
- (B) The maximum spread of time worked by bus Operators on Weekdays, Saturdays, Sundays and such Holidays as hereinafter enumerated shall not exceed thirteen (13) hours per day; except four (4) day work weeks or by mutual consent between Metro and the Union.

An Operator who works and completes a regularly scheduled run 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 eleven (11) hours and thirty (30) minutes (11:30).

- (C) The maximum platform time shall not be scheduled to exceed ten (10) hours in any one work day except four (4) day work weeks or by mutual consent between Metro and the Union.
- (D) 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 "Relief Run" is a run made up to relieve Operators generally holding regular five (5) day runs on their assigned days off and is itself scheduled for operation on five (5) days of a week.
 2. 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.
 3. 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.
- (E) A minimum of 25%, of the total of all Weekday regularly scheduled runs throughout the year will be straight with the remaining consisting of two (2) and three (3) piece runs, but in no event shall the number of three (3) piece runs exceed 10% of the total of Weekday regularly scheduled runs. A minimum of 70% straight runs and no three (3) piece runs will be scheduled on Saturday and Sunday. The calculation used to obtain the 70% shall be the combined total of Saturday and Sunday scheduled runs. The 70% straights on weekends maybe +/- 1.00%. If a pick is below 70.00% the next pick will make up this variance. Metro does have the authority to create three-piece work, however, attempts will be made, wherever possible, to remove three (3) piece work from each pick.
- (F) 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.
- (G) 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 (hours worked and layover time), and the following rates shall be applied to overtime for excess hours:

- (A) Overtime will be paid after the combination of platform and report time, only, exceeds eight (8) hours per day. For the purpose of computing overtime under this provision, Extra Operators shall be classed as regular Operators when working Regular Runs, and fall under the same pay provisions as the regular Operator.

In the event an Operator works their regular days off, or is directed by Metro to work, due to emergency conditions, they shall be paid an additional sum of one-half (1/2) basic hourly rate of pay, for all hours of platform time actually worked on this day. In order for an Operator to qualify for overtime pay on their day off, they must have completed regularly scheduled work week (Regular Runs). It shall be further understood that an Operator working on their regular day off is excluded from the guarantee provisions of either a Regular or an Extra Operator.
- (B) An Operator will be paid one and one-half (1 ½) times their regular hourly rate of pay with no pad time; for all hours actually worked on a "Wild Extra" which is not shown on the time sheet or schedule.
- (C) 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.
- (D) Night premium of two (2%) percent of base wage per hour will be paid on all runs which end after 8:00 P.M.

Section 3. Missed 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 4 hours, base pay at straight time, in addition to any work actually performed.

Section 4. Call in Pay.

Any Operator called or held for duty (other than regular Operators reporting late and held for the Extra Board) in anticipation of work will be paid at their regular hourly rate of pay computed from time of report, for all hours so held until excused or given work. Such hours are not to be computed in the accumulation of hours for overtime pay. It is understood that operators held as per the above will be eligible for pay at the rate of one and one half the hourly rate, provided they have completed their regular work week and failure, on the part of the Operator, to accept any assignment, outside of night work, the Operator will forfeit all hours of hold time.

ARTICLE 4

Pick of Runs

Section 1. A minimum of three (3) run 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 run 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 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 hung in Transportation and Paratransit Sections, (rollover picks excluded).

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

Section 4. 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 5. Anytime an Operator who 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 5

Extra Board Operators

Section 1. Extra lists, one (1) each for the A.M. and P.M. 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. Operators picking of temporary runs open for weekly assignment will be posted in the dispatch office on a Tuesday preceding the Sunday that they become effective. The runs will be picked according to seniority by the Extra list on Wednesday, Thursday, and Friday, as follows:

- (A) Ten (10) Extra Operators without assignments will pick on Wednesday.
- (B) If more than ten (10) runs are open, the next ten (10) Extra Operators without assignments will pick on Thursday.
- (C) The balance of runs will be picked by Operators without assignment on Friday prior to 4:00 P.M.
- (D) Any runs coming open after the pick will be worked on a daily basis from the Extra Board until completed.
- (E) If, during the current picking of assignments and prior to the pick becoming effective, a Regular Operator returns to work, the Extra Operator who picked this run may bump the lowest Extra Operator in seniority from the particular assignment, pick another open run, or return to the Extra list for daily assignment.
- (F) If, during the current pick of assignments a Regular Operator returns to work, the Extra Operator being displaced shall be allowed to pick a 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 Operator to observe, pick, and give their choice to the dispatcher according to the above procedure as soon as possible. The dispatcher is not required to call to the attention of the Operator the assignment list or to-request the Extra Operator to pick.

Section 5. Extra Operators shall receive a minimum weekly guarantee of forty, (40) hours with a limit of two (2) open reports per day. 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. The force of Extra Operators shall have a choice of being assigned to either the A.M. or P.M. Extra Board in accordance with seniority; but, the number required on each board will be at the sole discretion of Metro.

- (A) Operators obtaining a regular run on either A.M. or P.M. board will remain on the same board for the next day's report unless changed by mutual consent.
- (B) 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.
- (C) In cases of emergency, an Extra Operator assigned to the A.M. board may be required to make a report not only in the P.M., but also after 6:00 P.M., in which case the additional sum of one-half (1/2) of the basic hourly rate for all time worked will be paid for work performed after 6:00 P.M.
- (D) In cases of emergency, the Extra Operators assigned days off on Saturday and Sunday may be changed to other days off during the week.
- (E) All Extra Operators not on weekly assignment will 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.

Section 7. The combination of hold and work time shall not exceed thirteen (13) hours, unless extended by mutual agreement, for Extra Operators. Should the combination of hold and work time excess thirteen (13) hours, they shall be paid an additional one half (1/2) for those hours over thirteen (13).

Section 8. All special work performed by Extra Operators shall be paid with a minimum of one (1) hour pay at overtime rates. 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 9. When a Regular Run is added, the Extra Operator with the longest seniority shall have the right to pick such run.

Section 10. 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.

Section 11. When new Operators are added to the seniority list, as they become qualified, the current Weekly Pick Sheet Assignment will be backed up, from the bottom, to the number of added Operators. Those Operators who have a Weekly Pick Sheet assignment will have the choice to come off their assignment and pick a new extra board run. The Weekly Pick Sheet, in effect at the time of the addition of Operators, will be used to determine the bottom up order, by that seniority, in which to re-pick the extra board. When new Operators are added, and the date is less than 4 weeks from the effective date of the new pick, this section will not apply.

MAINTENANCE SECTION

Nothing herein shall prohibit Metro from sub-contracting of services, as has been present/past practice. Any probable sub-contracting of bargaining unit jobs shall not be done without consideration and notification of the Union.

ARTICLE 1

Wages and Conditions Affecting Pay

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

Maintenance Shop

Classification	1-1-2020	1-1-2021	1-1-2022
Master Electrical/Electronic Mechanic*,**	30.03	30.94	31.86
Electrical/Electronic Mechanic*,**	29.29	30.17	31.08
Leadman*	28.73	29.59	30.48
1 st Class Mechanic**	28.39	29.24	30.12
2 nd Class Mechanic**	27.15	27.97	28.80
3 rd Class Mechanic**	26.03	26.81	27.61
Helper***	22.50	23.18	23.87
Apprentice**	21.97	22.63	23.31
<u>\$1.00 each one (1) year raise up to 22.50+COL</u>			
1 st Class Body Shop	24.11	24.84	25.58
5-7+ years in recent H.D. repairs-painting			
2 nd Class Body Shop	21.97	22.63	23.11
<u>2-4 years' experience</u>			
Master Automotive Mechanic*,**	29.29	30.17	31.08
non-CDL but still safety sensitive			
Automotive Mechanic*,**	27.77	28.60	29.46
non-CDL but still safety sensitive			
Automotive Mechanic Helper	26.58	27.38	28.20
non-CDL but still safety sensitive			
<u>1-4 years' experience</u>			
1 st Class Stores	20.39	21.01	21.64
2 nd Class Stores	18.84	19.40	19.99

(*) Metro reserves sole rights to promote internal candidates into these new positions. The Maintenance Apprentice to Helper to 2nd Class to 1st Class LOU does NOT apply to these positions.

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

(***) LOU for wage review/job reclassification does not apply to this job position. This is a permanent job position.

For additional information on stair-stepping job classifications, see the Work Rules or LOU.

Metro reserves sole right 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. Classification and wages of **Utility Garage** shall be:

	1-1-2020	1-1-2021	1-1-2022
Utility Garage (existing employees are grandfathered)	25.52	26.29	27.08
<hr/>			
New hire wage, post 7-1-2016			
1 st 12 months	21.25	21.89	22.54
2 nd 12 months	22.04	22.70	23.38
Thereafter	22.85	23.53	24.24

*Utility Garage: Encompasses following duties: Bus Placer, Parker, Fueler, Engine/Radiator Washer, Bus Barn Cleaning and other duties as assigned.

ARTICLE 2

Hours

Section 1. Hours. The ordinary work week in the garage shall generally consist of forty (40) hours, comprised of eight (8) hours per day and generally scheduled with two (2) consecutive days off.

Section 2. Overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all hours of work before and after the regularly scheduled eight (8) hours per day and all work performed on days off, except that no overtime shall be paid on Saturdays and Sundays when these days are a part of the employee's regular weekly work schedule. Pursuant to the above mentioned eight (8) hours schedule, Metro may temporarily change the reporting time or the shift of any employee. Temporary to mean no more than ninety (90) days within a one (1) year period unless extended by mutual consent. In order to qualify for overtime pay on their day off, they must have completed their regularly scheduled work week. Lost time can be made up by mutual agreement within the same week at the employee's regular hourly rate.

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

- (A) Overtime boards will be maintained by section in the Maintenance Office. The original list will be arranged in department seniority order. The first out employee will work a call in assignment and their name will be moved to the bottom of the board.
- (B) Hold-Over Overtime – Employees shall be given a 2-hour notice on holdover overtime, with a reasonable amount of overtime, not to exceed 2 hours unless by mutual consent.

Section 4. Night Shifts. Any employee on hourly rate who performs a majority of the hours of work during other than the normal day shift of 4:00 A.M. to 5:00 P.M. shall be paid an additional two (2) percent per hour for all work performed during that shift. This additional amount shall only apply to the number of hours worked and shall not be added to the basic rate in any computation for overtime purposes.

ARTICLE 3

Vacancies

Section 1. When vacancies occur or new positions are created in any specific Maintenance section, it will be the policy of Metro to allow all Maintenance employees 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. Only Helper and below job classifications are allowed to bid down.
2. A present employee chosen by Metro.
3. Metro will hire from outside the organization should bids not be received or no qualified employees bid on the job.

(B) Bidding down in classification:

1. If conflicting vacations exist in the new Classification, seniority will be based on Classification Date. The following year seniority will remit back to Section seniority.
2. If a tool box is not required for the new Classifications, the personal tool box must be removed from the property of Metro within seven (7) calendar days from the new classification date.
3. When bidding down, the employee may not submit a bid for another Classification vacancy for 90 days.
4. Payback of pro-rated tool allowance to be repaid in equal amounts not to exceed six paychecks, but not less than \$25.00 shall be deducted per paycheck.
5. The prevailing job classification wage rate will be paid to the employee who bids down.
6. When an employee bids down and receives the position for which he/she has bid, the employee may be required to train the new employee hired for the vacated position.
7. The employee bidding down may be required to work in the previous position in the case of absence and or vacation or as demands dictates. 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.

Section 2. 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 make application for such position. The employee chosen by Metro to fill the vacancy shall be notified by Metro of his acceptance within two (2) working days thereafter and shall assume the position along with posted rate of pay within thirty (30) days of that notification.

ARTICLE 4

Tools

After one (1) year of continuous service and every one (1) year thereafter, with Metro, all Mechanic 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 \$400.00 annually, which is taxable. Metro will adhere to any change(s) in IRS regulations.

ARTICLE 5

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.

PARATRANSIT SECTION

ARTICLE 1

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. Part Time Operator (qualified Operator who bids and holds an assignment of twenty-five (25) hours per week or less), this does not include hold time, and cannot exceed 30 hours per week. Part time Operators do not qualify for fringe benefits, i.e., overtime over 8 hours, insurance, holiday pay, vacation, etc.

Section 4. Operator in Training: This person will become an (Regular) Operator pending the successful completion of Metro's training program.

ARTICLE 2

Wages and Conditions Affecting Pay

Section 1. Wages.

Part A: Operators (Van) Classification

	1-1-2020	1-1-2021	1-1-2022
1 st 12 Months	18.33	18.88	19.45
2 nd 12 Months	18.89	19.46	20.04
3 rd 12 Months	20.24	20.85	21.47
4 th 12 Months	20.88	21.50	22.15
Thereafter	21.49	22.13	22.79

Part B: Operators (Car) Classification.

	1-1-2020	1-1-2021	1-1-2022
1 st 18 Months	13.49	14.35	14.78
2 nd 18 Months	14.47	14.91	15.35
Thereafter	15.02	15.47	15.93

Note: 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. Operators without a chargeable accident or incident will be moved to top wage at three, (3) years. 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.

Section 2. 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) The maximum adjustment to a report time of a run is one half (1/2) hour. This does not apply to night runs.
- (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) The maximum scheduled spread of time by Paratransit Operators will not exceed thirteen (13) hours, unless mutually agreed to.

- (E) Extra Board and RDO Operators who are miss-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 3. Overtime. Time and one half (1/2) will be paid for overtime after eight (8) hours daily and forty (40) hours weekly. Weekly overtime will be paid only if the regularly scheduled work week has been worked. All overtime agreed to at 3:00 pm will become the bid run for the following day. Operators requesting overtime on the front end of their bid run may obtain adjusted report times after 6:00 pm daily.

Section 4. Request for paid time off will be made in accordance with established procedures.

Section 5. 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 3

LAYOFF

Section 1.

(A) Order of layoff, PT car, PT van, FT car, FT van.

(B) Part Time Employees – Seniority to pick assignments as a part time employee is established as above.

(C) Part time employees 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 of moving from PT to FT

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

1. FT car, cross trained for van
2. PT van
3. FT car only
4. PT car only

(D) The regular, full time seniority date of an Operator will be effective for picking assignments, vacations, and for the beginning of all other employee benefits.

Section 2. Picks. Pick of assignments will be held a minimum of three (3) times each year. A new pick of assignments will occur as soon as practical after a new class of Operators has completed training.

Section 3. Night premium of two percent (2%) of base wages will be paid on all runs which end after 8:00 pm.

Section 4. The foregoing rate of pay for Operator-in-Training shall prevail during all of the training periods until he/she becomes qualified, in the sole judgment of Metro. The Operator Trainer will be paid an additional \$1.25 per hour while training, however, in the case where both the Instructor or Trainer and the Operator in Training are on the bus with a regular Operator, the regular Operator will not receive the additional \$1.25 per hour for training.

Section 5. The foregoing rate of pay for Student Operators shall prevail during all of the training period of such student and until they become qualified, in the sole judgment of Metro, to become an Operator.

ARTICLE 4

Extra Board Operation

Section 1. The board may be picked.

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

Section 3. Overtime will be paid for all work over forty (40) hours in a work week and eight (8) hours in a day.

Section 4. When a run falls to an Operator on hold, the Operator will honor overtime that is built in at the beginning of the run. Upon receipt of work assignment given to employee the Operator may layoff overtime built in the middle of a split run or the end of a straight run.

Section 5. Overtime will not be paid when moving from one (1) weekly assignment to another, or from the Extra Board to weekly assignment or from weekly assignment to the Extra Board.

Section 6. In the event that Extra Operators who are directed by Metro to work their regular days off, they shall be paid an additional sum of one-half (1/2) basic hourly rate of pay for all hours of Platform time actually worked on this day. In order for Operators to qualify for overtime pay on their days off, they must have completed their regularly scheduled work week. It shall be further understood that Operators working on their regular days off are excluded from the guarantee provisions of either a regular or an extra Operator.

Section 7. 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 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 8. Keep the supervisor informed of your whereabouts at all times.

Section 9. An Extra Operator is subject to call at any time. Operators will be limited to 2 paid open reports per day.

Section 10. Vacations and long term sickness vacancies will be picked by the Extra Board Operator according to seniority. The run open will be posted for bid on Wednesday with assignment to begin on Sunday. Should no Operator pick the assignment, the least senior Extra Operator not submitting a selection will be assigned to the assignment. When all Extra Operators submitted a selection without the assignment being filled, the least senior Operator will be assigned the run.

Section 11. When the Regular Operator returns to work, they may return to the former assignment only. The displaced Extra Operator will return to the bottom of the Extra Board.

Section 12. Extra Operators shall receive a minimum weekly guarantee of forty, (40) hours.

BUILDING/GROUNDS AND EQUIPMENT

The Building Grounds and Equipment is responsible for the maintenance and upkeep of Metro grounds and its off-site facilities. Nothing herein shall prohibit Metro from sub-contracting of services, as has been present/past practice. Any probable sub-contracting of bargaining unit jobs shall not be done without consideration and notification of the Union.

ARTICLE 1

Wages and Conditions Affecting Pay

<u>BG&E</u>	<u>RATE OF PAY PER HOUR</u>		
	1-1-2020	1-1-2021	1-1-2022
Classification			
Leadman/Staff position*	28.64	29.50	30.39
Senior Building*	25.46	26.23	27.01
1 st Class Building**	23.05	23.74	24.46
2 nd Class Building***	21.00	21.63	22.28
<hr/>			
Senior Grounds Fieldman	19.04	19.62	20.20
Grounds Fieldman***	17.96	18.50	19.06

For additional information on stair-stepping job classifications, see the Rule Book.

* 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

No Leadman pay to other employees in the department when Leadman is not present or on vacation or regular day off (RDO).

ARTICLE 2

Hours

Section 1. Hours. The ordinary workweek shall consist of forty or more hours, as dictated by Metro, shall generally (40) hours per week, comprised of eight (8) hours per day and generally scheduled with two (2) consecutive days off. Beginning and end shift times for BGE employees may be altered during inclement weather conditions, or as conditions demand. Shift start times will be determined by Metro and attendance is mandatory.

Section 2. Overtime. Overtime will be paid at the rate of one and one half (1 ½) times the regular hourly rate of pay for all hours of work performed in excess of eight (8) hours and all work performed on scheduled days off. In order to qualify for overtime pay on his/her day off, he/she must have completed their regularly scheduled work week.

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 actual time worked.

ARTICLE 3

Holidays

Section 1. Unless attendance is otherwise required, this Section shall observe the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day
Independence Day	Christmas Day
Floating Holiday	Birthday

Birthday will be taken on the employee's birthday, or a day mutually agreeable to the employee and their supervisor during the month in which the birthday falls or may be a floating holiday.

ARTICLE 4

Tool Allowance

After one (1) year of service, employees in the BGE classification of this division shall be entitled to an annual tool allowance, see table below. The allowance will be distributed annually, no later than the first payroll due after July 1, and on a separate check. Metro will adhere to any change(s) in IRS regulations.

Leadman/Staff position	\$150.00
Senior Building	\$150.00
1 st Class Building	\$125.00
2 nd Class Building	\$100.00
Apprentice Fieldman	\$50.00
Grounds Fieldman	\$25.00

CUSTODIAL SECTION

The Custodial Section is responsible for facility cleaning and minor upkeep. Nothing herein shall prohibit Metro from sub-contracting of services, as has been present/past practice. Any probable sub-contracting of bargaining unit jobs shall not be done without consideration and notification of the Union.

ARTICLE 1

Wages and Conditions Affecting Pay

CUSTODIAL

	1-1-2020	1-1-2021	1-1-2022
Leadman*	16.37	16.86	17.36
Laborer	16.11	16.59	17.09

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

ARTICLE 2

Hours

Section 1. Hours. The ordinary workweek shall generally consist of forty or more hours, as dictated by Metro, shall generally (40) hours per week, comprised of eight (8) or more hours per day, generally scheduled with two (2) consecutive days off. Beginning and end shift times for custodial employees may be altered during inclement weather conditions as conditions demand. Shift start times will be determined by Metro and attendance is mandatory.

Section 2. Overtime. Overtime will be paid at the rate of one and one half (1 ½) times the regular hourly rate of pay for all hours of work performed in excess of eight (8) hours and all work performed on scheduled days off. In order to qualify for overtime pay on his/her day off, he/she must have completed their regularly scheduled work week.

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.

ARTICLE 3

Holidays

Unless attendance is otherwise required, this Section shall observe the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day
Independence Day	Christmas Day
Floating Holiday	Birthday

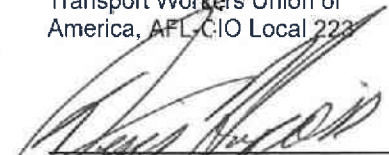
Birthday will be taken on the employee's birthday, or a day mutually agreeable to the employee and their supervisor during the month in which the birthday falls or may be a floating holiday.

This Labor Agreement has been duly ratified by the Transport Workers Union (Local #223) and adopted by the Transit Authority of the City of Omaha.

Signed this 30th day of January 2020 as follows:

For:

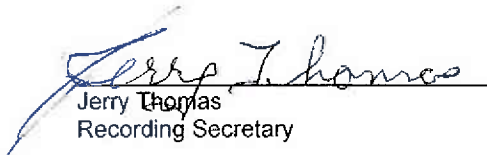
Transport Workers Union of
America, AFL-CIO Local 223



Dennis Hogueison
President




Chad Olson
Vice President



Jerry Thomas
Recording Secretary




Angela Benson
Paratransit Representative



Tim Houlton
Maintenance Representative

For:


The Transit Authority of the City of Omaha,
dba; Metro



Curt Simon
Executive Director



David Jameson
Safety Director




Kelly Sharden
Operations Director



Glenn Bradley
Maintenance Director



Edith Simpson
Legal/HR Director



Denise Finken
Finance Director