

AGREEMENT

Between

General Drivers and Helpers Union

Local 554

Omaha, Nebraska

and

The Transit Authority of the City of Omaha

dba Metro

Effective from

January 1, 2020

To

December 31, 2022

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AGREEMENT
BETWEEN
TRANSIT AUTHORITY OF THE CITY OF OMAHA; dba, METRO

AND

GENERAL DRIVERS AND HELPERS UNION, LOCAL #554

PREAMBLE

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE 1

Parties

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

ARTICLE 2

Objects of Agreement

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

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

Section 2. Metro pledges to give 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.

ARTICLE 3

Recognition of Union

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

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

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

ARTICLE 4

Recognition of Metro

Section 1. Metro retains exclusive right in regard to hiring, firing, transfers or reduction of personnel due to changes in operations for any reason.

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

Section 3. Metro has the right to direct the work force, including suspension and discharge when appropriate. Each employee has been given a rule book, attendance policy and made available copies of all company policies describing rules of conduct and the penalty guidelines for violations. Reasonableness of any rule may be raised as a basis of a grievance involving any disciplinary action.

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

Section 5. Metro shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any

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

ARTICLE 5

Industrial Peace

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

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

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

ARTICLE 6

Duration of Agreement

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

ARTICLE 7

Exclusions and Miscellaneous

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

ARTICLE 8

Non-Discrimination Policy

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

ARTICLE 9

Notifications

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

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

ARTICLE 10

Bulletin Boards

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

ARTICLE 11

Addition of Job Duty or Section

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

ARTICLE 12

Probationary Period

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

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

ARTICLE 13

Payroll Dates

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

ARTICLE 14

Union Dues

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

ARTICLE 15

Grievance Procedure and Arbitration

Grievances shall be handled in the following manner:

Section 1. Between the supervisor and the aggrieved employee with or without a Union Representative, provided that any settlement shall be in compliance with the terms of this Agreement.

Section 2. If a satisfactory adjustment of such grievance shall not thereby have been reached, it may be taken up by such employee and/or the Grievance Committee with Metro's designated Representative or Representatives. At this stage, the grievance shall be placed in writing and presented within ten (10) days from the date of the occurrence, otherwise, it shall be deemed to have been waived.

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

Section 4(a). In the event a dispute shall arise between Metro and the Union with reference to the proper interpretation or application of the provisions of this Agreement, and such dispute cannot be settled by mutual agreement of the parties, then upon the request of either Metro or the Union, or both, such dispute shall be referred to a Board of Arbitration. Said Board of Arbitration shall consist of three (3) members, one of whom shall be appointed by Metro, one by the Union, and the third member appointed by the two members so selected. In the event the two members chosen cannot agree upon a third member within three (3) days after the second member has been chosen, then the Director of the Federal Mediation and Conciliation Service shall be requested to furnish a list of five (5) available Arbitrators from among whom said two (2) members shall choose a third member. In the event said two (2) selected members cannot agree upon a third man from the list furnished by the said Director, the said Director shall appoint a third member of said Board. Said Arbitrator Board shall have no power to add to, subtract from, or in any way modify this Agreement, but it shall have the authority only to interpret and apply the provisions of the agreement. Its award shall be in writing and shall be binding upon the Union and Metro and upon the employees involved.

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

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

ARTICLE 16

Discharge or Suspension

Section 1. Metro shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers. For purposes of progressive discipline, disciplinary actions shall remain active for nine (9) months from the date of the discipline. However, disciplinary actions shall remain active for twelve (12) months for violations of the same rule and twelve (12) months in the case of suspension. Discharge must be by proper written notice to the employee and the Union affected, except that no warning notice need be given to an employee before he is discharged for dishonesty, drunkenness, under the influence of controlled substances, negligence resulting in serious accident while on duty, carrying unauthorized passengers or gross insubordination.

Section 2. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. Appeal from discharge, suspension or warning notice must be taken within seven (7) calendar days by written notice, and a decision reached within seven (7) calendar days from the date of discharge, suspension or warning notice. If no decision has been rendered on the appeal within seven (7) calendar days, the case shall then be taken up as provided for in Article 15 of this Agreement. Notwithstanding any other provision of this Section, the rules and regulations approved by the Union and Metro, which are attached to this Agreement and made a part thereof, shall take precedence over other provisions of this Section and the enforcement of the rules and regulations shall be in accordance with the provisions of those rules and regulations.

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

Section 4. Metro agrees that suspensions will be given at once when possible and that following a grace period of seven (7) calendar days, notifications of any suspensions not then given by the sixth (6th) day shall be nullified. However, any nullified suspensions will not void the violation or have any effect upon any warning letter.

ARTICLE 17

Jury Pay

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

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

ARTICLE 18

Health and Welfare Benefits

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

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

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

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

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

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

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

ARTICLE 19

Pension Plan

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

<u>DATE</u>	<u>RATE</u>
Effective July 1, 2019	\$184.80 per week
Effective July 1, 2020	\$192.20 per week
Effective July 1, 2021	\$199.90 per week
Effective July 1, 2022	\$207.90 per week

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

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

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

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

ARTICLE 20

Holidays

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

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.

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 from Metro, but not relief benefits for that holiday.
- (C) Each extra Operator shall receive eight (8) hours pay at the regular straight time hourly rate as a holiday allowance.
- (D) If required to report, an Extra Operator will be paid the regular rate of pay for work performed subject to a minimum six (6) hour day.
- (E) By mutual consent, Metro shall have the right to adjust service levels and staffing requirements to the anticipated demand for service on the day of the holiday, and the days preceding or following the holiday.

ARTICLE 21

Paid Time Off

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

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

Section 3. Personal Day Off. After one (1) year of service, employees will be granted a personal day off. Time off must be taken during the period January 3, through December 15. Metro will pay for eight (8) hours at straight time rate. Only one employee will be allowed off for any paid time off day. However, the Personal Day Off will trump all other paid time off requests except an actual birthday request and or a bid vacation week that will trump all paid time off requests.

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

1. Operators must turn in a request of vacation day at a time and floating holidays (MLK, HP, HA, HB) at least seven (7) days in advance of the requested day. Operators will be granted by seniority six (6) days prior to requested day off.
2. Paid days off will be granted on a first come first serve basis with less than seven (7) days' notice up to 3:00 pm the day before the requested day.
3. If there are any paid days available after 3:00 pm the day before and up to noon the day of, an Operator may substitute only a (DAT) vacation absence for a paid day if requested and will be granted by seniority the next day after the absence. The Operator who receives the vacation (DAT) will have no attendance points assessed if proper notification is given.
4. Paid days available during a snow day will be assessed the next day and if paid days are granted it will be by seniority.

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

ARTICLE 22

Funeral Leave - Bereavement

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

Paid funeral leave as follows:

- A) Natural mother or stepmother, 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) working days off (one of which must be the day of the funeral) may be taken in the event of the death of a Grandparent, Grandchild or step children. A death certificate, certificate of attendance or mortician's report of death is required in all cases to be eligible for any funeral leave.

ARTICLE 23

Assault in the Line of Duty

An employee shall not lose any pay for the period up to the effective date of Workmen's Compensation, provided, it is promptly and properly documented to Metro. This includes copies of a police report, and doctor's statement detailing nature of injury is submitted.

ARTICLE 24

National Defense

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

ARTICLE 25

Seniority and Leave of Absence

Section 1. Leave of absence from Metro's service will not be granted for a longer period than thirty (30) days, with a right of renewal on Metro's part to a maximum of ninety (90) days. Authorization for any such leave of absence or extension thereof shall be in writing and Metro shall furnish the Union with a copy thereof. The employee must make his own arrangements for the payment of group insurance, Union dues, or any other things while on leave.

Section 2. If an employee is absent because of illness or off-the-job injury and immediately notifies Metro of such absence, Metro shall continue to make the required contributions for a period of four (4) weeks, except on cases of approved "Family Medical Leave". If an employee is injured on the job, Metro shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

If an employee is granted leave of absence, Metro shall collect from said employee, the employee will make arrangements with Metro to provide sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence; however, Metro shall pay Health and Welfare Fund contributions for employees on leave of absence for annual two (2) week training periods in the Military Reserves or National Guard, but it is expressly understood that the latter provision will not apply to any portion of service by employees serving military enlistment's, draft, or other active duty terms for periods longer than two (2) weeks.

Section 3. Leave of Absence will not be granted to an employee who engages in other employment for remuneration.

Section 4. Failure to report for work upon the expiration of Leave of Absence, without being excused by Metro, shall constitute job abandonment which is cause for dismissal from employment.

ARTICLE 26

Vacations

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

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

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

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

Section 2. During the step-up year, an employee may be allowed to select his 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.

Employees whose anniversary dates of employment occur between December 1 and December 31, both inclusive, are also eligible to select vacations in the current year in advance of their anniversary date and are entitled to the step-ups in vacation allowances in the current year in accordance with the schedule of continuous service requirements, after one (1) continuous year of service.

Vacation pay shall be computed at the basic hourly rate of pay in accordance with the following schedules:

<u>Continuous</u> <u>Service Period</u> <u>Required</u>	<u>Vacation</u> <u>Period</u> <u>Allowed</u>	<u>Basis</u> <u>Of Pay</u> <u>Allowance</u>
1 Year	1 Week	Runtime
2 Years	2 Weeks	Runtime
6 Years	3 Weeks	Runtime
12 Years	4 Weeks	Runtime
19 Years	5 Weeks	Runtime

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

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

- (A) An employee requests one (1) or more unused weeks of vacation be changed to a period when the employee is unable to work due to illness.

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

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

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

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

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

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

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

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

Section 6. Qualification. 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 vacation benefit based upon the percentage actually worked, times the number of vacation days awarded. The period of time on which the computation will be determined shall be the November 1 through October 31, preceding the vacation pick. Employees who are affected as per the above shall be allowed to pick vacation time for full weeks only. Partial weeks or days shall be taken as per mutual agreement between the employee and Metro, and shall not take precedence over the holidays of Birthday and Anniversary day.

Article 27

Qualification

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

ARTICLE 28

Allowances for Accident /Incident Reports

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

ARTICLE 29

Job Classifications

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

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

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

ARTICLE 30

Wages and Conditions Affecting Pay

Section 1. Wages.

	January 1, 2020	January 1, 2021	January 1, 2022
1 st Nine Months	\$19.43	\$19.63	\$19.83
Next Six Months	\$20.17	\$20.37	\$20.57
Next Six Months	\$20.90	\$21.10	\$21.30
Next Three Months	\$21.39	\$21.59	\$21.79
Thereafter	\$22.10	\$22.30	\$22.50

Section 2. Metro shall pay Operators-in-Training an hourly wage, which is currently \$17.50 per hour, or as adjusted by Metro from time to time, and shall pay the same as Omaha Operators-in-Training rate. This rate shall prevail during all of the training period of such employee and until they become qualified, in the sole judgment of Metro, to become a Regular Operator.

Section 3. Operator Instructors / Trainers instructing students shall not be charged with any accidents while so doing unless they are willfully neglectful of their duty. Notations on Operator records pertaining to accidents while instructing student will not be recorded unless by mutual agreement. Instructors will be compensated for their bid run pay plus an additional \$1.25 per hour of that bid run while an Operator-in-Training is operating the bus on the operators bid run. Training instructors are defined as a bus operator with an operator-in-training driving the bus while the trainer instructor generally rides. Each 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. A maximum of one (1) report per day will be allowed. Eighteen (18) minutes will be paid to report to 19th and Douglas and Metro-only pays for the initial report and not secondary or tertiary reports

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

Section 5. Regular runs shall be paid for on the basis of not less than eight (8) hours. Time worked in excess of eight (8) hours, or all time worked in excess of twelve (12) hours spread,

whichever is the greater, shall be paid for at time and one-half (1-1/2) of the Operator's regular pay rate.

Section 6. Any time worked by a regular Operator other than the assigned time of his regular run shall be paid for at the rate of time and one-half (1-1/2). An Operator called in or called back for work shall be protected by a minimum of one (1) hour for any service he is required to perform, even though canceled.

Section 7. Night premium of two (2%) percent of base wage per hour will be paid on all runs which end after 8:00 P.M

ARTICLE 31

Seniority Roster

Section 1. Operators will be added to the seniority roster as they become qualified. If two (2) or more operators-in-training are qualified on the same day, the order of appearance on the seniority roster shall be determined by drawing from a deck of playing cards. The seniority date will be the first day of employment as an operator-in-training.

Section 2. Should layoffs occur, employees shall be laid off in the reverse seniority order (lowest seniority first). In the event of recall, recall shall be most senior first.

ARTICLE 32

Hours

Section 1. Hours of Operators shall be as follows:

- (A) A regular Operator shall work five (5) days with two (2) days off each week. Such days off will be arranged in consecutive order wherever possible.

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 twelve (12) hours.

- (B) The maximum platform time shall not be scheduled to exceed ten (10) hours in any one work day unless agreed upon by both parties and the maximum spread of time worked by Bus Operators on Weekdays, Saturdays and Sundays and such

Holidays as hereinafter enumerated shall not exceed thirteen (13) hours per day unless agreed to by both parties.

- (C) A "Regular Run" is a scheduled piece, or combination of pieces, of work providing the minimum hours agreed upon by Metro and the Union for a regular run as shown on the schedules.
 - 1. A "Tripper Run" is a piece, or combination of pieces, of work containing not more than a total of four (4) hours of platform time and appearing on the schedule as unattached to any Regular or Relief Run and not subject to the minimum guarantee applicable to a Regular or Relief Run and subject to one (1) hour minimum pay time.
 - 2. Trippers will be attached to the pick of runs. Trippers will be first offered to bus operators; any remaining trippers will then be offered to any qualified bargaining unit employee on the basis of company seniority. Any remaining trippers will then be offered to any qualified employee of "Metro" based upon company-wide seniority.
- (D) Minimum daily guarantee of eight (8) hours platform time and report time shall be allowed a Regular Operator who works and completes a regularly scheduled run of less than eight (8) hours.
- (E) Extra Operators assigned Regular or Relief Runs as a daily assignment will be paid the same as the Regular Operator.

Section 2. The foregoing rates of pay for Operators shall be deemed to be the regular platform time plus report time, and the following rates shall be applied to overtime for excess hours:

- (A) 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) Regular Operators will be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours actually worked on a “Wild Extra” which is not shown on the time sheet or schedule. Such hours so worked are not to be computed in the accumulation of hours for overtime pay.
- (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 miss-assigned and not used for work rightfully falling to them, shall be paid for the actual time missed, up to a maximum of 4 hours, base pay at straight time, in addition to any work actually performed.

Section 4. In the event an Operator believes their rate of pay or hours work does not match the amount paid, the Operator may contact dispatch and receive verification of the same.

Section 5. Metro agrees that when Operators are required to attend meetings of Metro and Safety meetings, they will be paid for the time scheduled. In addition, lateness or nonattendance will invoke the late rules as they apply to any other paid work assignment.

ARTICLE 33

Pick of Runs

Section 1. A minimum of three (3) run picks shall be conducted in a calendar year, generally in April, August and December. The maximum period of time between picks shall not exceed four (4) months and fifteen (15) days. This period of time between picks may be extended by mutual agreement between Metro and the Union.

When the pick is posted the Union Steward will ensure the correctness of the posted pick documents. When the pick commences and is complete the Union Steward will check for correctness of the pick.”

Also, the Union representative shall be empowered to establish and post a time schedule for the selection of runs at any time during the pick when it appears that the selections are falling behind schedule. Therefore, the Operators will have to periodically check, at the beginning, between and at the end of their runs and by telephone or personal appearance on their days off as to the progress of the pick in order to revise their written choices of runs or to be available to pick when called upon from those runs remaining when he or she presents himself or herself and before other operators are allowed to pick that day.

Section 2. All picks shall include Weekday and Saturday schedules of the respective runs or lines, and at the time of pick, all known dates of special schedules to be operated shall be posted.

Section 3. Metro reserves the right to modify any run or runs to meet traffic demands during the interval between picks. An assignment of runs may be made in advance of a pick. When making such changes, a pick will be scheduled as soon as practical.

Section 4. The pick shall be in the order of the standing of the Operators on the system seniority list.

Section 5. All Regular Operators passing a pick and who choose to go to the Extra Board will be considered for this purpose in the same category as an Extra Operator and will be governed under the rules and regulations applicable to Extra Operators.

Section 6. Operators starting their regular run will not be allowed to lay off any portion of same except in cases of extreme emergency.

Section 7. Operators shall be allowed to pick "Trippers" according to seniority in addition to their regular runs and, if picked, will work said "Trippers" for the duration of that pick.

Section 8. Anytime an Operator 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 34

Extra Board Operators

Section 1. Extra lists, showing work assigned to or reporting time of Extra Operators on the following day, shall be posted not later than 5:00 P.M. each day.

Section 2. All Operators working on the Extra Board shall be arranged on the extra list in the order of seniority on the first day a general pick of runs becomes effective. Assignment of work shall be on a revolving list, the basis of which shall be previously accumulated pay hours on

a seven (7) day, regular work week basis, provided that an Extra Operator, having completed a Regular Run, shall not be required to report within eight (8) hours, unless they so choose, except in cases of emergency.

Section 3. Extra Operators and Regular Operators who choose to pass Regular Runs and go to the Extra Board must accept work that rightfully falls to them, whether or not such assignment provides work for a full day or only a part of a day, with the exception of any assignment with less than four (4) scheduled hours which shall be filled from the bottom of the Extra list.

Section 4. The Extra Operator is assigned a run open for the weekly assignment and will be available from dispatch on the Wednesday prior to the week of the open work. In the event there are more than one extra operator the most senior operator will be offered open run(s) first and then if declined work will fall to the less senior operator.

Daily work will be assigned the day prior to the work by 3:00 pm. It is incumbent upon the operator to call dispatch by 5:00 pm on the day prior to receive the assignment unless they are on weekly hold down.

Any changes to this section will be handled by mutual agreement.

Section 5. Extra Operators shall receive a minimum guarantee of forty (40) hours per week, with the limit of two (2) open reports per day. Extra Operators will be available for work between the two (2) reports.

No Extra Operator on open report will be excused ahead of a Regular Operator going late. An Extra Operator shall become disqualified for the foregoing minimum guarantee during the course of any day, if they:

- (A) Fail to report on time as required by the dispatcher.
- (B) Take time off without permission.
- (C) Refuse any work assigned.

Section 6.

- (A) Extra Operators shall be paid an additional sum of one half (1/2) of their basic hourly rate for all time worked in excess of eight (8) hours of limitation of work at regular rates.
- (B) All Extra Operators not on weekly assignment shall be assigned two (2) days off per week, consecutively, if possible. In the event that an Extra Operator prefers

to work on their assigned days off, they may do so and receive time and one-half (1/2), if they have completed their regular assigned work week.

- (C) In the event dispatch cannot contact the extra operator and leaves a message, the assignment will stand if a return call from the operator is not received by dispatch within one hour of the initial call.

Section 7. All special work performed by Extra Operators shall be paid with a minimum of one (1) hour pay. This provision will not apply to any Operator going late, until such Operator has completed a full run or eight (8) hours of work at straight time rates.

All hours worked by an Extra Operator shall be at straight time until they complete a full run or eight (8) hours of work.

Section 8. When a Regular Run is added, the Extra Operator with the longest system seniority shall have the right to pick such run.

Section 9. An Extra Operator will have the option to pick or not to pick the Tripper that the Regular Operator picked along with their Regular Run.

ARTICLE 35

Reduction, Cancellation or Emergency Shutdown of Service

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

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

Complete Shutdown of Service

Full time Operators will be paid 6 hours straight time.

Scheduled Cancellation of Routes

Full time Operators will be paid 6 hours' straight time.

Scheduled Reduction of Service

Full time Operators working less than 4 hours will be paid 6 hours straight time and Operators working more than 4 hours will be paid 8 hours straight time unless they work more than 8 hours in which case they will be paid for the time worked.

Reduction of Service; Late Start in the Morning

Operators working less than 6 hours will be paid 6 hours straight time. Operators working more than 6 hours will be paid 8 hours straight time unless they work more than 8 hours in which case they will be paid for the time worked.

Operators will be paid starting when they report to Metro for their revised report time. Metro will set up procedures for notifying Operators of a late report time.

Section 2. Operators taking over a regular assignment will assume the conditions of that assignment.

Section 3. Operators instructing students will not be charged with accidents nor will any notations be made upon their records as a result of incidents occurring while a student is driving.

Section 4. All hours worked by an employee covered by this Agreement in excess of his regular week's assignment on his regular day off shall be paid for at the rate of time and one-half (1 1/2).

Section 5. Platform and Report hours worked by an employee covered by this Agreement in excess of eight (8) hours in a day shall be paid for at the rate of time and one-half (1-1/2). Daily and weekly overtime shall not be pyramided.

Section 6. Regular men, reporting late or failing to report assume the conditions of an Extra Board Operator for any work performed on that day. Such regular men are subject to the same rules as Extra Board men, including being subject to call at any time.

ARTICLE 36

Uniforms

Section 1. All employees covered by this Agreement must be in uniform at all times.

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

Each year on their anniversary date, every employee shall receive a uniform credit of two hundred forty-five (\$245.00) which is taxable; at Metros' designated official uniform supplier. Metro will adhere to any change(s) in IRS regulations.

Section 2. Operators will be in an officially designated uniform as outlined in the uniform document effective 4-11-2011 and any mutually agreed to amendments thereafter. A mutually agreeable bulletin will be posted each spring/fall with the start and end dates for the summer/winter uniforms. Operators may wear a single mutually agreed to Union pin on their uniform shirt/jacket lapel.

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

Section 4. By mutual agreement, this Article may be modified or terminated, as necessary, in whole or part. Should a uniform rental program be instituted the annual uniform allowance would be discontinued.

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

This Labor Agreement, effective January 1, 2020 through December 31, 2022, has been duly ratified by the General Drivers and Helpers Union, Local 554, and adopted by the Transit Authority of the City of Omaha.

Signed this 13th day of April, 2020 as follows:

For:

General Drivers and Helpers Union
Local 554



Todd Bell
Business Agent



Carrie Kreiser
Union Steward

For:

Transit Authority of the City of Omaha
dba Metro



Curt Simon
Executive Director



David Jameson
Safety Director



Kelly Shadden
Operations Director