



BI-STATE
DEVELOPMENT

Board of Commissioners
Special Meeting
(via phone conference)
January 3, 2020
9:00 AM

Open Session Agenda

Notice of Meeting and Agenda

Bi-State Development
Board of Commissioners
Special Meeting
(via phone conference)
Friday, January 3, 2020 at 9:00 AM

Headquarters - Board Room, 6th Floor
211 N. Broadway, Suite 650 - St. Louis, Missouri 63102

This location is accessible to persons with disabilities. Individuals with disabilities needing information or communication accommodations should call Bi-State Development at (314) 982-1400; for TTY access, call Relay 711. Sign language interpreter services or other accommodations for persons with hearing or speech disabilities will be arranged if a request for such service is made at least two days in advance of the meeting. Large print material, Braille material or other formats will also be provided upon request.

Agenda	Disposition	Presentation
1. Call to Order	Approval	Chair Buehlhorn
2. Roll Call	Quorum	M. Bennett
3. A Resolution of the Board of Commissioners of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, Authorizing the President and CEO to Contract with the ATU Local 788 O&M Division and Clerical Division Bargaining Units (Resolution #1023)	Approval	T. Roach; J. Mefford-Miller; C. Stewart
4. Adjournment	Approval	Chair Buehlhorn

Open Session Item

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Memorandum

To: Bi-State Development Board of Commissioners

From: Taulby Roach, President and CEO
Jessica Mefford-Miller, Executive Director, Metro Transit
Charles Stewart, Executive Vice President of Organizational Effectiveness

Date: December 19, 2019

Subject: Amalgamated Transit Union Local 788 and International Brotherhood of Electrical Workers, Local 2 and 309 Contract Negotiation Update

Background

Since June 2018, Bi-State Development / Metro's bargaining team has worked with the Amalgamated Transit Union, Local 788 (ATU), to negotiate a new contract. Throughout this process, staff has remained committed to providing our ATU team members with a meaningful wage and benefit package that provides fair compensation for the hard work they do every day, and allows the Agency to achieve critical business objectives.

Following a failed contract vote in September 2019, the Agency and ATU participated in two days of contract mediation in November 2019. On December 17, the ATU membership voted to approve the Agency's revised contract offer that addresses wages, benefits, and other terms of employment. This contract retains the financial basis and business objectives of the Agency's previous offer, and provides additional explanation and assurance to ATU team members.

The financial terms of this contract are within those parameters previously authorized by the Board of Commissioners.

Action Requested

Staff requests that the Board of Commissioners consider scheduling a special telephone meeting of the full Board to consider approval of this contract before January 6, 2020.

Contract Highlights

This contract offer delivers a competitive benefit package that:

- **Increases ATU team member wages more than \$26 million over three years.**
- Enhances our ability to recruit and retain new Operators and Mechanics
- Provides a wage step adjustment for new Operators and shift differentials for evening and weekend assignments

Memorandum

- Adjusts work rules to reflect the evolution of technology and business practices within our industry

Compensation:

- Wage increase for all members:
 - FY20 2.25% (*retroactive to July 1, 2019*)
 - FY21 3%
 - FY22 3%

With the increased incentives offered under this contract taken into account, the wage increase exceeds 9.4% over three years

Incentives and Wage Enhancements

- MetroBus Operator pay (after new hire training) will begin at \$16.22, and increase annually up to \$24.95 after 5 years of service
- MetroBus and MetroLink Operators reporting for runs after 4 p.m. will be paid a \$0.75/hour wage rate premium
- MetroLink Operators will be paid a premium of \$0.60 per hour above MetroBus operators, an increase from \$0.40
- Break In and Lead Pay differential across the company will increase from 1 to \$1.25/hour
- Clerical evening shift differential will increase from \$0.15 to \$0.30/hour
- Maintenance 2nd & 3rd shift differential will increase from \$0.60 to \$0.75/hour
- Weekend Maintenance shifts will be paid a \$0.75/hour premium
- Project Mechanic differential increases from \$0.50 to \$1.00/hour

Medical & Retirement Benefits

- No increase in medical plan contribution rates for calendar year 2020.
- Bi-State Development is committed to ensuring greater transparency in the calculation of medical benefit costs, and will incorporate a more robust transparency process with the union leadership prior to the benefits open enrollment period.
- The pension benefit multiplier will increase from \$55 to \$60 per year of service for active employees who retire with 25+ years of service.
- Convene a joint Labor – Management Pension Committee to develop a set of mutually agreeable pension plan reforms over the next 18 months.

Memorandum

This contract includes other notable items that are intended to:

- Revised use of last-minute “call ins” in order to reduce unauthorized absenteeism, while providing team members with pathways to report for duty without penalty
- Expand access to accrued leave through the use of single-day vacation and sick days, intended to accommodate conditions like short-term illnesses
- Create pathways for employees across BSD to access training to qualify for higher-paid positions
- Reduce the “spread” or length of split shifts for MetroBus Operators
- Maintenance will have the opportunity to recondition parts and components where it can be shown to be economically advantageous to Bi-State Development / Metro.

The Agency and IBEW are nearing the conclusion of a parallel contract negotiation process, with terms and conditions similar to that of the ATU contract. We anticipate presenting IBEW with a final contract by the end of the year.

/Attachments

cc: Virgie Chaffen, Jr.
Mark Vago
Corey Franklin

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
AUTHORIZING THE PRESIDENT AND CEO TO CONTRACT
WITH THE ATU LOCAL 788 O&M DIVISION AND CLERICAL DIVISION BARGANING UNITS**

PREAMBLES:

Whereas, the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency/ BSD") is a body corporate and politic, created by an interstate compact between the States of Missouri and Illinois, acting by and through its Board of Commissioners (the "Board"); and

Whereas, the Agency is authorized by Mo. Rev. Stat. § 70.370 et seq. and 45 Ill. Comp. Stat. 100/1 et seq. (jointly referred to herein as the "Compact") to plan, construct, maintain, own and operate passenger transportation facilities, and perform all other necessary and incidental functions, and to disburse funds for its lawful activities, and to contract and be contracted with; and

Whereas, in accordance with Board Policy, Chapter 70.040, *Labor Relations* it is the policy of the Board to provide management with broad goals for collective bargaining. However management has the responsibility for conducting labor negotiations, but the Board must approve all collective bargaining agreements negotiated by management; and

Whereas, the multi-year collective bargaining agreement with the Amalgamated Transit Union ("ATU") Local 788 O&M Division Unit ("O&M") and Clerical Division Unit ("Clerical") expired as of December 31, 2017, but with continuing extensions between the Agency and O&M Unit and Clerical Unit; and

Whereas, Agency and ATU Local 788 have been engaging in collective bargaining agreement negotiations during 2018 and 2019 for a new contract; and

Whereas, Agency and ATU Local 788 reached an agreement on the terms of new collective bargaining agreements on November 25, 2019 with the ATU O&M Unit and on December 3, 2019 with the Clerical Unit. The ATU memberships voted to approve the agreements on December 17, 2019; and

Whereas, it is feasible, necessary and in the best interests of the public and the Agency for the Board to authorize the President and CEO, to enter into the collective bargaining agreements with the ATU Local 788 O&M Division Unit and Clerical Division Unit as approved by the memberships on December 17, 2019, in accordance with the terms and conditions described herein.

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Commissioners hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Collective Bargaining Agreement with the ATU 788 O&M Unit and Clerical Unit. The Board of Commissioners hereby authorizes the President and CEO to enter into collective bargaining agreements with the ATU 788 O&M Division Unit and Clerical Division Unit as approved by the memberships on December 17, 2019, under and pursuant to this Resolution and the Compact for the authorized Agency purposes set forth in the preambles hereof and subject to the conditions herein provided.

Section 3. Form of the Agreements. The form of the Collective Bargaining Agreements (as provided in the Attachments to the Briefing Paper and made a part hereof), substantially in the form presented to this meeting is hereby approved, and officers of the Agency, including without limitation, the President and CEO, are

hereby authorized and directed to execute and deliver and attest, respectively, the Agreements, with such changes, modifications, insertions and omissions as may be deemed necessary or desirable to affect these Agreements, with the necessity and desirability of such changes, modifications, insertions and omissions conclusively evidenced by their execution thereof.

Section 4. Actions of Officers Authorized. The officers of the Agency, including without limitation, the President and CEO, the Executive Director, Metro Transit, and the Chief Financial Officer, are hereby authorized and directed to execute all documents, pay or cause to be paid all costs, expenses and fees incurred, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, the execution of which shall be conclusive evidence of such necessity or advisability.

Section 5. Severability. It is hereby declared to be the intention of the Board of Commissioners that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof, and that the Board intends to adopt each part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be, or to have been, unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine the valid portions, standing alone, are incomplete and are therefore incapable of being executed in accordance with the intent of this Resolution.

Section 6. Rights under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the Agency officers and employees.

Section 7. Governing Law. The laws of the State of Missouri shall govern this Resolution.

Section 8. No Personal Liability. No member of the Board of Commissioners, officer, employee or agent of the Agency shall have any personal liability for acts taken in accordance with this Resolution.

Section 9. Payment of Expenses. The Senior Vice President and CFO is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Commissioners of the Bi-State Development Agency this 3rd day of January, 2020.

In Witness Whereof, the undersigned has hereto subscribed his signature and caused the Seal of the Agency to be affixed.

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By _____

Title _____

[SEAL]

ATTEST:

By: _____
Deputy Secretary to the Board of Commissioners

Open Session Item 3
Attachment 1

BI-STATE DEVELOPMENT AGENCY'S

BEST AND FINAL OFFER¹

For changes to the

Agreement between

BI-STATE DEVELOPMENT AGENCY

and

ATU, LOCAL 788

O&M DIVISION

11/25/2019

¹ This document reflects the Agency's Best and Final Offer for a successor to the parties' operative collective bargaining agreement. Should the Union fail to ratify the Agency's Best and Final Offer, the Agency reserves the right to amend or withdraw proposals as it sees fit and in its sole discretion. No proposals tendered in the course of bargaining constitute an abandonment of any procedural or substantive position taken in regards to any pending grievance. For the sake of clarity, new or revised language will appear in **BLUE** typeface, while deleted text will appear in **RED** strike-through typeface. Any Union proposal not specifically addressed herein is rejected.

SECTION

Update opening paragraph of contract to reflect new term of agreement (TBD).

SECTION 1. TERM OF AGREEMENT

This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns from July 1, ~~2009~~2019 to ~~December 31, 2017~~June 30, 2022 both inclusive and from year to year thereafter for twelve (12) month periods, from January 1 of each year to December 31 of the next calendar year, both inclusive unless on or before ~~September 30, 2017~~April 30, 2021, or on or before September 30 of each such twelve (12) month period, either party, its or their successors or assigns, shall give notice in writing to the other party of the intention to terminate it or abrogate or change any or all of its sections or provisions, effective ~~July~~April 1, following.

SECTION 2. RECOGNITION

The Union is recognized as the exclusive bargaining representative of all the employees of the Agency, excluding those employees in the Line and Power Sections, watchmen, office and clerical employees, and supervisory employees. ~~When the Agency becomes the operator of the Metro Link Light Rail System, the Union is also recognized as the exclusive bargaining representative of employees of the light rail system in accordance with the terms of this Section.~~

Delete Section 3B One Time Payment in its entirety.

SECTION 4. ARBITRATION

A. STANDARD ARBITRATION

Any questions relating to grievances or the interpretation of any provision of this Agreement arising between the Agency and the Union or the employees which cannot be amicably adjusted by conferences, shall be submitted to arbitration as provided herein.

~~When either party hereto the Union elects to submit such questions for arbitration, notice of such election, including the designation of the Union shall request that party's arbitrator shall be given to the other party, which shall then select their own arbitrator within five (5) days. If the two arbitrators can adjust the question in dispute, the decision will be final and binding on both parties. If the two arbitrators cannot agree to the selection of a third arbitrator within (5) days, a panel shall be requested from the the Federal Mediation and Conciliation Service. Selection of (FMCS) furnish a panel of seven (7) arbitrators from the FMCS Panel (Midwest – Region 3) to both parties. Within five (5) working days after receipt of the FMCS panel of arbitrators, the Union and the Agency's designated representatives shall select the arbitrator to hear the third grievance by alternatively eliminating one name from the list until such time as only one name remains. The arbitration hearing shall be expeditiously held at the earliest mutually agreeable dated following arbitrator's selection.~~

~~The arbitrator shall then be made by the rules of F.M.C.S. not add to, subtract from, or otherwise modify the terms of this Agreement.~~ The findings of the ~~third~~ arbitrator shall be final and binding on the parties hereto.

The Agency shall pay the expenses of ~~its arbitrator and~~ its witnesses; the Union shall pay the expenses of its ~~arbitrator and its~~ witnesses. The fees of the ~~third~~ arbitrator and all other expenses

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of arbitration shall be divided and paid equally by the Agency and the Union. – Each party shall pay its own attorneys' fees and costs. The parties will equally share the costs and expenses of the court reporter and transcript. ~~arbitrator.~~

Retitle Section 5 and Subsection A, delete the third, fourth, and fifth paragraphs of subsection A, and add new paragraphs (counter to Union Proposal 6) as follows:

SECTION 5. UNION MEMBERSHIP & SECURITY

A. Checkoff of Union Membership Dues and Fees

The Agency fully recognizes the Union as provided by this Agreement and will not directly or indirectly interfere with, or prevent, the joining of the Union by any person or persons employed by the Agency, who is qualified to become a member of the Union, and it will be entirely satisfactory to the Agency if they should so join. The Agency will neither discharge nor discriminate against any employee because of his connection with the Union.

The Union agrees that it will not in any way interfere with or limit the right of the Agency to discharge or discipline its employees where sufficient cause can be shown, except for membership in the Union.

~~It is understood and agreed by and between the parties hereto that as a condition of continuous employment, all persons who are hereafter employed by the Agency in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty first (31st) calendar day following the beginning of their employment or the execution date of this Agreement, whichever is later; that the continued employment by the Agency in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union.~~

~~The failure of any person to become a member of the Union at such required time shall obligate the Agency, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such persons. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Agency by the Union to such effect, obligate the Agency to discharge such person.~~

~~———— The Agency shall furnish to all new employees, the name, address, telephone number, regular office hours of the Union, and a written copy of the provision of this Section 5 of the Agreement.~~

The Employer shall deduct the regular dues, fees and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the Employer. Consistent with federal, state and local law, the Employer shall honor and adhere to the specific provisions of any such authorization for the deduction of regular dues, fees and assessments regarding the duration, renewal, procedure for revocation and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

The Employer shall deduct contributions to the ATU Committee on Political Education (COPE) from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the Employer.

Addition of a new subsection 5D Employee Information:

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SECTION 5. UNION MEMBERSHIP & SECURITY

D. EMPLOYEE INFORMATION

The Employer shall provide each month to the Union an updated electronic list of bargaining unit employees, including name, address, home telephone number, cellular phone number, work e-mail address, work hours, work location, classification, date of hire and rate of pay.

The Employer shall notify the Union of all new bargaining unit employees on a monthly basis. The Employer shall supply the following information to the Union regarding each newly hired bargaining unit employee: name, address, home telephone number, cellular phone number, work e-mail address, work hours, work location, classification, date of hire and rate of pay.

Revise the Second and Third Blocks of Section 6, Subsection A Schedule Construction, as follows:

SECTION 6. SCHEDULING

A. Schedule Construction

The Agency shall construct its schedules as follows:

Second Block Not less than ~~twelve~~twenty percent (~~2012~~20%) of all regular weekday runs at each station shall be completed within eleven (11) hours, thirty (30) minutes spread with a maximum of eight (8) hours, forty-five (45) minutes, platform time, plus allowance for pull out. Second block runs with platform time in excess of nine (9) hours shall be considered a ten (10) hour run and subject to the provisions outlined in the Ten (10) Hour Run.

No more that fifteen percent (15%) of all Saturday and Sunday runs shall be second block runs.

Third Block Not more than ~~twenty-eight~~fifteen (~~1528~~15%) of all regular weekday runs at each station shall be completed within twelve (12) hours and thirty (30) minutes spread with a maximum of eight (8) hours, forty-five (45) minutes, platform time, plus allowance for pull out. Third block runs with platform time in excess of nine (9) hours shall be considered a ten (10) hour run and subject to the provisions outlined in the Ten (10) Hour Run.

Revise Section 6, Subsection B, Miscellaneous Scheduling Rules, Subpart Spread Premium, as follows:

Spread Premium.

When any run has a split starting after 87:00 P.M., all of the time in the split shall be paid at the hourly rate applicable to the run.

Revise Section 6, Subsection B, Miscellaneous Scheduling Rules, Subpart Holidays to include a new sentence at the end, as follows:

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Holidays.

The Agency will provide the Union notice of any special holiday schedules in advance of the affected run selection.

Revise Section 6, Subsection B, Miscellaneous Scheduling Rules, Subpart Report Time, as follows:

Report Time. Allowance of time to operators for pull outs shall be twelve (12) minutes for each pullout. A ten (10) minute turn-in allowance at straight time rate shall be allowed for the turn in of lost articles, special ride promotion tickets, *etc., at Agency request or necessary paperwork regarding Forest Park Trolley, Redbird Express, or other routes for which count cards are utilized.*

Revise Section 6, Subsection B, Miscellaneous Scheduling Rules, to add a new subpart, as follows:

On-Street Relief. On-street relief of an operator in the course of a scheduled run shall not occur after 5:00 pm.

Delete in its entirety, Section 6, Subsection D:

SECTION 6. SCHEDULING

~~D. Registering Farebox~~

~~If Bi-State purchases a registering farebox system, operators shall be responsible for monitoring and operating registering farebox equipment and for recording any or all passenger and revenue information relative to the farebox. If an operator's workday is lengthened because of any requirement to turn in or audit his daily work report, the Agency will provide a turn-in allowance for such procedures in accordance with the contract. If an operator's workday is lengthened because of travel to turn in or audit his daily work time, employee shall be compensated at the appropriate contract rate.~~

Delete Section 6, Subsection E in its entirety.

Add new Subsection F, as follows:

SECTION 6. SCHEDULING

Scheduling Work Group

The Union's shed captains will meet quarterly with the Agency's designated representatives as a Working Group to discuss issues relating to route scheduling. This Route Scheduling Working Group's meetings are designed provide a forum to expeditiously address scheduling and routing issues arising after each quarterly run pick. Working Group meetings will occur at mutually agreed upon times and locations. There will be no more than one meeting per quarter absent mutual agreement of the parties. As a result of participating in the Scheduling Working Group, neither the Union nor the Agency forego any rights outlined in this Agreement.

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The Agency offers the following counterproposal:

The Agency will sign a Letter of Understanding whereby it commits to pursuing a restroom facility near the entrance to the Terminal 1 MetroLink Station.

SECTION 9. OPERATOR WAGES / PROGRESSION

A. Bus Operator Wage / Progressions

The basic hourly wage for operators covered by this Agreement who have completed the steps set forth below shall be as follows:

Effective:

<u>7/1/2019- 6/30/2020</u>	<u>7/1/2020- 6/30/2021</u>	<u>7/1/2021- 6/30/2022</u>
<u>2.25%</u>	<u>3%</u>	<u>3%</u>

SECTION 9. OPERATOR WAGES / PROGRESSION

A. Bus Operator Wage / Progressions

Shift Differential: A shift differential of \$0.75 (seventy-five cents) will be applicable for operators on all daily runs scheduled to report after 4:00 P.M., excluding special service.

SECTION 9. OPERATOR WAGES / PROGRESSION

~~Effective March 1, 1995,~~ The progression rate for all employees hired as ~~bus~~ operators after that date shall be as follows:

- New hire training rate, 60% of the top rate
- First 12 monthsUpon completion new hire training, 60~~65~~% of the top rate
- Second 12 months, 70% of the top rate
- Third 12 months, 80% of the top rate
- Fourth-12 months, 90% of the top rate
- Thereafter, 100% of the top rate

The progression factor shall follow the employee for the first 48 months of employment in whatever classification the employee may be assigned.

The period of service for the purpose of the foregoing step rates shall be computed from the first day following the date of final qualification for duty.

SECTION 9. OPERATOR WAGES / PROGRESSION

B. Emergency Work / Call Back

~~In order to deal effectively with customer service needs and community needs caused by MetroLink service interruptions or emergency conditions, the parties agree to meet~~

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~~within thirty (30) days after ratification of this Agreement to negotiate procedures relating to such call backs. The Agency will first offer emergency work to Extra Board Operators and volunteers. If there are insufficient Extra Board Operators and volunteers to cover the affected routes, the Agency offer the emergency work to operators based on availability.~~

Revise Section 10 Break-in Pay, paragraph 1, as follows:

SECTION 10. BREAK-IN PAY

Effective with ratification of this agreement, in addition to their regular wages, each operator shall receive \$1.25 ~~above their regular rate of pay~~^{extra} for each hour or part of an hour spent in breaking in student operators. An employee who, for any reason other than his voluntary choice, is required to break in as a bus operator or familiarize himself with a route or new equipment shall be paid his regular rate of pay during said period for the number of hours required by Metro.

Revise Section 10 Break-in Pay, paragraph 2, as follows:

SECTION 10. BREAK-IN PAY

If Metro requires a MetroBus Operator to be retrained as a result of accidents, rule violations, or other job performance issues, the employee shall be paid for such period at the ~~their regular rate of pay prevailing federal minimum wage~~ ^{their} for the number of hours required by the Agency.

SECTION 12A. COURT APPEARANCE.

Employees called upon by the Agency to attend court or to give a deposition shall be excused from their regular duties and shall be paid their regular wages for time spent in court, or giving a deposition provided, however, that any such employee shall be paid a minimum of eight (8) hours for that day. If required to remain in court longer than eight (8) hours, they shall be paid for actual time at their regular rate of pay, ~~up to eight (8) hours, after which~~ ^{inclusive of any} overtime ~~shall be allowed~~^{that may accrue}.

An employee who, in connection with his duties, is required to appear at police headquarters or any law enforcement agency, shall be paid ~~at the overtime rate for time spent traveling from his home to police headquarters and return to his home, for one hour travel time~~ plus the actual time spent at police headquarters if he works his run or if it is his regular or scheduled day off. If unable to work his run, he shall be paid the time called for on his regular run and not be required to work another run or a piece of work.

SECTION 12B. ASSAULT PAY

Whenever any employee covered by this Agreement becomes unable to perform ~~his~~^{their} regular duties, through no fault of ~~his~~^{their} own, by reason of injury intentionally inflicted upon ~~him~~^{them} and arising out of, and in the course of ~~his~~^{their} employment with the Agency, compensable under the Worker's Compensation Law, the Agency will pay such employee a supplemental benefit equal to the difference between ~~his~~^{their} normal weekly wage ~~at the time of assault~~ and the disability benefits to which ~~he is~~^{they are} entitled under said law, for a period of absence from work due to the same injury not exceeding fifty-two (52) weeks. Payments herein provided for shall be prorated when absence from work due to such injury is for partial weeks. The foregoing obligation of the Agency to pay such employee for absence from work due to such injury the foregoing

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supplemental benefits shall not be deemed to be the payment of wages to said employee within the meaning of ~~Paragraph 3, Section 287.160 (Revised Statutes of Missouri, 1959)~~ MO. REV. STAT. § 287.160.2 of the said Workers' Compensation Law, and the Agency hereby waives and forgoes any right it may have under said law to claim credit therefore against any of the various disability benefit liabilities imposed upon it by said law in favor of such employee. The provisions of the Supplemental Agreement between the parties dated December, 1983, detailing the handling of sick leave and Workers' Compensation claims shall be incorporated into this Agreement by reference and shall be applicable as if fully set forth herein.

Retitle Section 13 as follows:

SECTION 13. IDENTIFICATION BADGE & GATEWAY CARD

SECTION 15. EMERGENCY CONDITIONS

In order to take care of any emergency conditions that jeopardize the Agency's ability to meet service obligations, or unusual traffic conditions, operators may be temporarily transferred from one station to another without consideration of seniority, provided that operators are not available at the particular station to which they are being transferred to perform the duties requiring their transfer; it being understood that this paragraph does not apply in the case of the consolidation or discontinuation of route or bus station, in which case seniority shall prevail, as provided for in Section 21.

SECTION 16. BUS SHIFTING

All bus shifting to and from stations and Main Shop shall be performed by operators. If operators are not available, maintenance employees will be utilized. No more than two shifting trips per day, (one A.M. – one P.M.) as defined below, shall be attached to any one regularly scheduled run.

- a. From home station or line to Main Shop or another station and return a bus to home station.
- b. From Main Shop to line or home station.

Delete Section 17 in its entirety and reserve section:

SECTION 17. RESERVED PASS SALES

~~If during the term of this Agreement the Agency wishes to have operators sell or handle any type or kind of weekly pass or permit, or any type of pass or permit which is neither weekly nor monthly in type, then prior to requesting the operators to sell or handle the same, the Agency and the Union shall meet, confer, negotiate, and mutually agree: First, whether or not operator shall sell or handle such weekly pass(es) or permit(s), or such other type(s) or pass(es) or permit(s), as the case may be; second, upon the commission which operator shall receive from the Agency for handling or selling such weekly or other type(s) of pass(es) or permit(s), and upon the days of the week that the same shall be handled or sold by the operators during the course of any run operated by them. In no event, however, shall operators be obligated to handle or sell monthly type passes or permits at any time.~~

Revise Section 18, second paragraph as follows:

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SECTION 18. REPORTING PAY

When, as the result of causes beyond his control, any operator who notifies the ~~foreman~~ Station Dispatcher at least twenty-five (25) minutes before ~~he is due to sign up his run~~ that he is unable to reach his station in time to take his run out but will proceed to the station with the least possible delay, shall not be charged with a miss unless subsequent investigation develops that it would have been possible for the operator, using his usual means of transportation, to have reached his station on time. ~~Operators who do not report on time for their run but who do report within two (2) hours of their sign time will be assigned to the bottom of the rotation on the Extra Board. Operators who call but do not report within two (2) hours of their sign time will receive a miss. An employee who does not exercise a twenty-five (25) minute call, but reports within ten (10) minutes of his/her sign time will not be assessed a miss and will be assigned to the bottom of the rotation on the Extra Board. A 25-minute call or a late report of ten (10) minutes or less can be used to excuse a miss no more than six (6) times in any given month and no more than twenty-four (24) times in any given calendar year. Thereafter, the attendance policy will be applied.~~

Revise Section 20, paragraph 1 as follows:

SECTION 20. WORKING CONDITIONS

Operator shall not be required to close windows. ~~Workmen, other than operator, shall have destination signs, including roller and windshield signs, available on all vehicles before leaving the station.~~ Operators shall be responsible for the proper display of all signs and run numbers at all times.

Revise Section 20, paragraph 3 as follows:

SECTION 20. WORKING CONDITIONS

Bus operators shall not be required to change tires or make repairs where their bus is disabled while going to and from their regular runs or while the bus is running upon its regular run. They shall call the ~~trouble dispatcher~~ Bus Operations Control Center with the least possible delay.

SECTION 20. WORKING CONDITIONS

~~Operators shall assist disabled passengers as required under the Americans with Disabilities Act with ingress, egress, and/or securement as requested by the passenger.~~

SECTION 20. WORKING CONDITIONS

~~Steering wheels and step wells of all vehicles must be kept painted and in first-class condition at all times.~~

SECTION 21. SENIORITY, SELECTIONS, & PICK OF RUNS

A. Operator Seniority & System Selection

SECTION

Seniority of each of the full-time operators covered by this Agreement shall be on a system basis. ~~The years of service of each of the full-time operators with each of their respective, immediate predecessor transit companies shall be counted from date of last employment and given full credit in the seniority roster.~~ There shall be a system selection by the operators every year effective the first Monday following Thanksgiving Day of each year, for the purpose of selecting the station at which operators desire to work, except that upon request by the Union, an interim system selection pick shall be held when a station has been abandoned or consolidated or a major bus line shifted from one station to another or a major change in scheduling made. At least one (1) month prior to every such system selection of work, the Agency shall post a notice at all stations announcing that a system selection of stations will be held at some central location. In accordance with a Master System Seniority List, also posted by the Agency, the operator with the highest seniority in service on the system may select any station of his choice, provided he is qualified for the work selected. The operator with the next highest seniority in service may then make his selection, and so on down the seniority list.

SECTION 21. SENIORITY, SELECTIONS, & PICK OF RUNS

B. Pick of Runs

Operators shall receive paddles and runs at least one (1) week before runs are posted.

D. Re-Pick of Runs

In cases of change of schedule during any of the periods referred to above involving a change of thirty-five (35) minutes or more in the hours of any run, the operator who has that run at the time of such change may, by giving six (6) business days' notice in writing call for a new pick of runs at the station involved, and such pick shall be made immediately, and the Agency shall bear the expense of the picking.

SECTION 24. OPERATOR UNIFORMS

B. Uniform Allowance

Metro shall provide a uniform allowance of five hundred twenty dollars (\$520.00) ~~four hundred sixty (\$460.00) dollars~~ per year effective January 1, 2019~~5~~ with an increase of fifteen (\$15.00) dollars on January 1, 20~~16~~2016 and each January 1 thereafter ~~during the term of this agreement.~~

Following ratification of the Agreement, Metro will meet with the Union's Uniform Committee to discuss problems associated with the uniform.

On July 1 of each year Operators will be provided information showing their July 1 uniform balance. Starting in 2004, the uniform balance that can be carried over from one calendar year to the next shall not exceed seven hundred fifty dollars (\$750.00). The notice provided to operators on July 1, 2004 and annually thereafter will list the maximum carryover amount. Operators with a uniform balance above seven hundred fifty dollars (\$750.00) on July 1 must expend the amount above seven hundred fifty dollars (\$750.00) prior to December 31 in order to avoid cancellation of the balance over the maximum carryover. Upon retirement, employees will be paid one hundred percent (100%) of any remaining uniform balance. During the 2019-2020 and 2020-2021 contract years, the maximum uniform that can be carried over from one calendar year to the next, amount

SECTION

shall not exceed \$1,000 to facilitate the employee's purchase of Agency's newly redesigned uniforms.

SECTION 24. OPERATOR UNIFORMS

C. Metrobus Uniform Items

Operators will be permitted to wear a collar-less coat-type sweater and/or vest, provided such sweater and/or vest meet approved specifications with regard to style and color. Walking shorts with knee high socks will be an optional part of the uniform in the summer. Tie (clip-on or regular) or scarf will be part of the work uniform in the winter.

MetroBus operators will be required to wear only one uniform year round which shall consist of a shirt, short sleeve or long sleeve, trousers, light weight or heavy weight, jacket with liner or sweater and/or vest. Heavy uniform overcoat or jacket, rain gear, **and** seat cushions, ~~watch holder and punch holder~~ will also be a permissible uniform expense. All uniforms must meet approved specifications of Metro. It is understood that all uniforms shall bear a union label, if available, if not available "Made in USA" label is required. Uniforms shall have belt loops; uniform skirts or uniform split skirts (culottes) may be worn by female operators in lieu of trousers. A maroon or white polo shirt will be an optional part of the summer uniform. ~~Starting on the first day of the month following the ratification of this Agreement,~~ MetroBus Operators will be supplied with a heavy uniform jacket by October 1 as a part of their first uniform.

Revise Section 24C to add new sentence following paragraph 2 and update Summer and Winter Uniform subparts to include MetroLink Operators, as follows:

Operators will be permitted to wear a sweater or jacket year round with a seasonally-designated work shirt.

Summer Uniforms: MetroBus and MetroLink Operators are permitted to wear summer uniform items on the first Monday of May in each year.

Winter Uniforms: MetroBus and MetroLink Operators are permitted to wear winter uniform items on the first Monday in November of each year.

SECTION 28. LOSS OF PERSONAL PROPERTY

Any loss of personal property of an employee resulting from holdup, robbery, or theft occurring while the employee is on duty and exercising reasonable care, shall be reimbursed by the Agency up to \$100.00 for personal items and eyeglasses and watches. ~~provided that the employee is not carrying an amount of money or property in excess of the amount necessary for the performance of his duties.~~ This provision shall also apply to Maintenance employees away from their home base while in the performance of their assigned duties.

SECTION 31. REASSIGNMENT, TOOLS, EQUIPMENT & UNIFORMS

A. Reassignment

In order to take care of any emergency or temporary position, employees may be transferred temporarily from one position to another provided the position does not exceed fifteen (15) working days. All such temporary transfers are to be made on the basis of seniority, if qualified, except employees in the general services section who may be transferred temporarily and seniority will be considered where possible. All situations exceeding fifteen (15) days will be bid as a

SECTION

permanent or temporary job. ~~The fifteen (15) day reassignment provision will not apply to Class 1A Mechanics in the Main Shop.~~

Revise Section 29 B as follows:

Section 29 Materials Management Section

B. General Provisions

Employees bidding into this classification will be required to pass a Material handler's test. Successful employees hired as Material Handlers will undergo a thirty (30) work day qualification period following completion of formal training required for the job and will be locked in for a period of ~~twelve (12)~~six (6) months following the effective date of the job award. Employees will be afforded a ten (10) day self-disqualification period.

SECTION 31A. REASSIGNMENT

Employees who receive shift differential for their regularly bid position will continue to receive shift differential when reassigned.

SECTION 31. REASSIGNMENT, TOOLS, EQUIPMENT & UNIFORMS

B. Tool Allowance

Effective January 1, 201~~92~~⁹, Metro will provide an annual tool allowance without restriction as to suppliers who have been approved by Metro of ~~Five~~Seven Hundred ~~Twenty Eighty~~Dollars (~~\$580~~720.00) to all mechanics with one (1) years' service with an increase of twenty dollars (\$20.00) on ~~January 1, 2013 and~~ each January 1 thereafter ~~during the term of this agreement.~~

Tool allowance will be separately designated on the employee's pay stub paid by separate check. This tool allowance is specifically intended as a reimbursement of bona fide ordinary and necessary business expenses incurred or reasonably expected to be incurred by employees receiving such allowance.

Mechanics Class 1A moving from non-MAT jobs shall receive a prorated Tool Allowance for the calendar year as follows:

Months of Effective Date of Award	Pro-rata Portion of Annual Tool Allowance
January – April	100%
May – August	67%
September – December	33%

At each garage, a tool box with the tools listed below will be available for use by Bus Maintenance Utility Workers:

- ½" Air Impact Wrench
- ½" Deep Impact Socket with 7/8" dr.
- ½" Micrometer Torque Wrench
- 10" Extension for Torque Wrench

SECTION

Three piece Pry Bar Set
Mag Light

Effective January 1, 2020, 1A mechanics that retire in January or February shall receive the prior year's tool allowance. 1A mechanics who retire in March or later shall receive the previous year's tool allowance in full and a pro-rated portion of the current year's tool allowance upon retirement. New hires will receive a pro-rated tool allowance from their hire date.

SECTION 31. REASSIGNMENT, TOOLS, EQUIPMENT & UNIFORMS

C. Agency-Furnished Equipment

The Agency will furnish all shop tools, Phillips headed screwdriver, brake wrenches and sockets larger than one and one-half (1.5) inches, ,pretex, and personal protective equipment ("PPE")clothing such as raincoats, rain caps, boots or overshoes, and gloves for employees requiring them. Employee will be required to exchange worn-out, broken, or defective tools or equipment for replacement. Employees may be required to sign for items furnished by the Agency. Upon leaving the service of the Agency or transferring to a job not requiring these tools or clothing, they shall be turned in to the Agency.

SECTION 31. REASSIGNMENT, TOOLS, EQUIPMENT & UNIFORMS

D. Lockers-Tool Boxes

The Agency will furnish lockerstool boxes at each station garage for the use of all maintenance employees to safeguard their tools and equipment. Each mechanic will be assigned to a locker tool box which he will acknowledge by signing a card prepared for that purpose. It will be the mechanic's responsibility to obtain his own lock and to store and lock his tool box together with his tools in the locker at the end of each shift. Any loss of tools not stored and locked in the tool box locker during the employee's off-duty hours will be the sole responsibility of the employee. Tool boxes will become the property of mechanics retiring with twenty (20) or more years' service.

Revise paragraph 2 of Section 31E as follows:

SECTION 31. REASSIGNMENT, TOOLS, EQUIPMENT & UNIFORMS

E. Lost Tools & Inventory

Each mechanic will be required to furnish the Agency a current inventory of his/her tools and to keep the inventory up-to-date. The inventory must be verified by a representative of the Agency. When tools are lost through theft, and the Agency agrees to replace the tools, replacement tools will be of the same brand and replaced within thirty (30) days of the date the tools were reported missing. The Agency will not replace any tools lost through theft that are not listed on the mechanic's tool inventory at the time of the theft.

SECTION 31. REASSIGNMENT, TOOLS, EQUIPMENT & UNIFORMS

F. Maintenance Uniforms

The Agency will furnish five (5) laundered uniforms per week to all employees in the Maintenance Seniority District who have completed their probationary period. It is understood that

SECTION

Shift differential will only be paid to employees in the maintenance seniority district assigned to the second or third shifts and will be paid for all hours worked by same.

The shift premium for maintenance and service personnel at the stations who start their shift at or after 2:00 P.M. will be raised to sixty-seventy-five cents (~~60¢~~\$.75) per hour.

SECTION 32. MAIN SHOP HOURS & OVERTIME

D. Maintenance Overtime

Any overtime work in the Main Shops shall be rotated among such employees working in the same ~~class and section department or work group~~. When a ~~section department or work group~~ is unable to provide sufficient manpower to perform work, then and only then, shall another ~~section department or work group~~ employee be considered and used for such work. Qualifications and seniority shall be the determining factor in selecting workers. The ~~shop superintendent~~ Main Shop Superintendent shall determine if a worker is qualified to perform the required overtime work.

The Agency will notify the Union in advance of any transfer that may require regular day off changes for other employees in the affected station.

Any overtime in the station shops shall be rotated among employees working in the same classification and section if qualified. In the event that an employee who is available to work overtime is passed over or skipped due to the error of management, the employee will be paid for the overtime that was being offered.

Employees will not be required to take time off to make up overtime. A record of overtime will be maintained in the Maintenance Seniority District at each location indicating order of seniority, date of work, not available ("NA") and refused ("R"). Double over and day off will be counted separately as to rotation. This record will be made available upon request and each separate instance will count in both categories.

Days off and working hours for all regular employees of the station shops shall be picked every six (6) months, first Monday in June and implementation date of the System Pick, in accordance with their seniority in their respective stations. Lowest seniority employee available will be required to change working hours and days off to cover vacations and weekend vacancies with one (1) week's advance notice. Whenever maintenance employees move from one station to another, there will be a pick of days off and working hours from employees affected on down, within seven (7) calendar days.

Overtime in the Material Management Department will be conducted as follows: Management will maintain an up-to-date overtime rotation list for each location for the assignment of overtime when there is no relief person available. When overtime occurs, the Agency will contact employees regularly assigned to the station in seniority order. An employee will be allowed to choose what four (4) hour overtime shift segment he or she wants to work.

Revise Section 33A(1) as follows:

SECTION 33. OTHER CLASSIFICATIONS

A. Main Shop Project Mechanic

SECTION

1. Project Mechanics will be selected by qualifications, prior experience and oral interview. [A list of the selected project mechanics \(up to eight \(8\)\) will be posted the first week of December and will be updated to reflect any changes.](#)

Revise Section 33A(3) as follows:

SECTION 33. OTHER CLASSIFICATIONS

3. Project mechanics will receive ~~fifty cents (\$.50)~~ one dollar (\$1.00) per hour above the class 1A rate when moved from his home base to another position.

Delete Section 34C regarding CNG Personnel Files in its entirety.

SECTION 37. GENERAL SERVICES CLASSIFICATIONS

The following classifications make up the General Services Group and are described in Appendix A:

Sewer Worker	Class 5
Truck Driver	Class 9
General Custodian	Class 13
Utility Worker	Class 13

Revise wage rates per the annual percent increase, reflected as follows:

**SECTION 39A. MAINTENANCE WAGES / PROGRESSIONS
MECHANIC 1A WAGES / PROGRESSIONS**

<u>2019</u>	<u>2.25%</u>
<u>2020</u>	<u>3%</u>
<u>2021</u>	<u>3%</u>

MAINTENANCE OTHER NON MECHANIC WAGES / PROGRESSIONS

<u>2019</u>	<u>2.25%</u>
<u>2020</u>	<u>3%</u>
<u>2021</u>	<u>3%</u>

[Wage increases effective January 1, 2020 if ratified within three \(3\) weeks of receipt of the final offer voting document from the Agency. Retroactive wage increases \(from July 1, 2019 to December 31, 2019\) will be paid within eight \(8\) months of ratification.](#)

The Agency agrees to increase leader pay as follows:

SECTION 39. MAINTENANCE WAGES / PROGRESSIONS

B. Leaders

\$1.25 over the employee's regular hourly rate of pay.

SECTION 39C. WORKDAY

~~All~~ The regular workweek for employees in the Maintenance Seniority District shall be work not to exceed eight (8) hours per day to be completed in eight and one-half (8 ½) consecutive hours, and a workweek not to exceed forty (40) hours per week. Any work in excess of eight (8) hours per day (or ten (10) hours per day if regularly scheduled as such) or forty (40) hours per week by such employees shall be paid for at the overtime rate of time and one-half provided, however, such overtime shall not be duplicated for the same hours of overtime.

SECTION

SECTION 40A. SENIORITY DISTRICTS

***** The years of service of each of the full-time maintenance employees shall be counted from date of last employment and given full credit on the seniority roster and their seniority rights are defined as follows:

- (a) The Maintenance Employees Seniority District includes all the employees in the main shops, ~~including~~ the truck shop, stations shops, general service section, stores section, plant maintenance, and fare box maintenance, ~~and custodians at all stations.~~

SECTION 40B. BIDDING PROCEDURES

If a job opening occurs in the Maintenance Employees Seniority District, notice to that effect shall be posted on all bulletin boards system-wide, and a period of ~~five-ten~~ (105) calendar days exclusive of Saturday and Sunday, shall be given within which the employees in said district shall be entitled to bid on such job openings.

SECTION 40D. OTHER VACANCIES

1. When a vacancy is created in any Maintenance job class and the Metro decides to fill the position, *****
2. Provisions applicable to other than Class 1A jobs: If within ~~five-ten~~ (105) calendar days the first bidder withdraws the bid, or within ~~five-ten~~ (105) calendar days, after working on the job, the employee withdraws from the job or disqualifies himself from the job or is disqualified from the job as provided for otherwise in this Agreement, the employee will be returned to his former position. The second bidder in the same bid package will be awarded the job and this process will be continued until the job is filled permanently or no further bidders are available in the same bid package. It is understood that if the employee withdraws from the job or disqualifies himself from the job, or is disqualified from the job, it will count as one (1) of the two (2) job awards as outlined in this Agreement. It is understood that if an employee was previously qualified to perform the duties of the classification, he may not disqualify himself nor may he be disqualified. When an employee bids on and is awarded a vacancy which is out of his seniority district receiving a lower base rate of pay, he will not be allowed to bid back after a ~~five-ten~~ (105) calendar day disqualification period.

REGARDING *Section 40F Maintenance System Pick*

SECTION 40F. MAINTENANCE SYSTEM PICK

There shall be a Maintenance system-wide selection of all employees of the Maintenance Seniority District once each year effective the first Monday following ~~Thanksgiving Day~~ January 1 of each year...

Revise Section 41C Single Vacation Days, as follows:

SECTION 41. VACATIONS

SECTION

C. Single Vacation Days

~~Beginning with the vacation year starting January 1, 1991, employees~~ Employees who are eligible to receive two (2) or more weeks of vacation during the vacation year may designate one week (five (5) eight (8) hour work days or four (4) ten (10) hour work days) which the employee ~~will can~~ use as individual days of vacation during the year. Employees with three (3) or more weeks of vacation can use two (2) of those weeks (four (4) ten hour days or five (5) eight hour days) for use as single vacation days; however, half of those single vacation days must be scheduled by June 30. Maintenance Employees with four (4) or more weeks of vacation can use three (3) of those weeks (four (4) ten hour days or five (5) eight hour days) for use as single vacation days; however, half of those single vacation days must be scheduled by June 30. Maintenance Employees with six (6) or more weeks of vacation can use four (4) of those weeks (four (4) ten hour days or five (5) eight hour days) for use as single vacation days; however, half of those single vacation days must be scheduled by June 30. Operators will receive the daily equivalent of their regular run pay for each vacation day. The specific vacation day or days taken by the employee during the vacation year will be subject to prior written approval; operators must request individual vacation days prior to the posting of the Extra Board on the day preceding the requested vacation day and the Agency shall approve or deny such requests in writing within twenty-four (24) hours. If, by October 1 of each calendar year, the employee has not taken or scheduled all five (5) vacation days or any remaining days or hours of vacation as a result of the ten (10) hour four (4) day work week, he/she will be required to schedule the remaining days of vacation to be taken, subject to management approval, before the end of the vacation year. Any unused vacation will be paid out after December 31.

SECTION 41. VACATIONS

D. General Vacation Provisions

~~The vacation pay to which employee is entitled shall be payable on the last regular payday prior to the effective date of the employee's vacation.~~

Employees with more than three (3) weeks' vacation may voluntarily elect to receive vacation pay in lieu of time off for each week in excess of three. The employee ~~may continue~~ is required to work his regular assigned work during the weeks which were sold back.

SECTION 42. HOLIDAYS.

B. Minimum pay Holiday Work.

Whenever maintenance employees ~~(except station maintenance employees and plant maintenance section employees)~~ are called in to work on said holidays due to an emergency, they shall be paid for not less than ~~three-four~~ (34) hours at straight time rate.

SECTION 42. HOLIDAYS.

Employees may float their birthday holiday to any day in the pay week.

SECTION 44. PAY FOR JURY SERVICE

SECTION

All employees covered by this Agreement who are called to jury service shall be paid their regular rate of pay for time served on jury service on the employee's scheduled work days and may retain the jury fee. To receive jury pay, all documentation supporting payment must be turned in to the Agency by noon on Monday following the pay period in which the jury service occurred.

SECTION 45. PAID FUNERAL-BEREAVEMENT LEAVE

All employees covered by this Agreement shall, in the event of the death of employee's spouse, children of either spouse, parents of either spouse, or stepparents of either spouse (with the limit of two (2) parents), brother, sister, or grandchildren, be entitled to three (3) consecutive days off ~~to attend burial or funeral (days off to be the day of burial or day of funeral and either the day before and the day after or the two (2) days before or the two (2) days after the burial or funeral, but not both)~~, with eight (8) hours pay at the straight time rate, ~~payable only if the days of leave are regular scheduled workdays of the employee.~~ Employees holding a ten (10) hour four (4) day run will be entitled to ten (10) hours pay at straight time rate ~~payable only if the days of leave are regular scheduled work days.~~ Funeral-Bereavement leave of two (2) days will be provided for the death of a brother-in-law, sister-in-law, and grandparents of any employee ~~payable only if the days of leave are regular scheduled workdays of the employee, days off to be day of burial or funeral and either the day before or the day after.~~

At its discretion, the Agency may require employees requesting bereavement leave to provide documentation establishing the death of the family member at issue and establishing the familial relationship to the employee. Such documentation must be provided to the Agency by noon on Monday following the pay period for which such leave was requested.

Add new item "d" to Section 46, as follows:

SECTION 46. HEALTH AND ACCIDENT SUPPLEMENTAL INSURANCE

d. Use of this supplemental insurance is based on the current calendar year of the absences, unless the leave is consecutive into the next calendar year.

Revise Section 48E Long term sickness as follows, and renumber per

SECTION 48. SICK LEAVE

E. Long term Sickness

4) When an employee experiences a COBRA qualifying event or becomes responsible for remitting payments to the Agency to maintain active medical insurance coverage during a period of absence from work, the Agency will provide notification to both the Union and the employee regarding such circumstances.

Revise Section 48F Return to Work as follows, and renumber per

SECTION 48. SICK LEAVE

~~FE.~~ Return to Work

SECTION

Employees off duty sick three (3) days or more shall only be required to obtain an "Authority to Work Slip" from the Agency physician before being permitted to return to work.

Operators shall follow the procedure outlined in Section 14 of this Agreement for obtaining such authority.

Employees in the Maintenance Seniority District may obtain such authority by making an appointment with the Agency's physician through ~~the Personnel Department~~ their supervisor. Every effort shall be made to schedule this appointment during the employee's off duty hours. In the event that an appointment cannot be scheduled during off duty hours, then the employee will be paid for time lost in securing the Authority to Work Slip.

SECTION 49A. MEDICAL COVERAGE

Metro will sponsor a comprehensive, major medical health plan for full-time employees and their eligible dependents. Newly hired full-time employees will become eligible for coverage on the first day of the month following sixty (60) days of full-time employment. The Bi-State Medical Plan (hereinafter "the Metro Preferred Plan") shall constitute the basic plan available to employees and their dependents and set the employer funding level. In addition to the Metro Preferred Plan, Metro will sponsor two other medical plans, the Metro Premium Plan (the Buy-Up Option) and the Metro Economy Plan (the Buy-Down Option), with provisions as described in this Section.

Unless otherwise required by law and as provided herein, Metro will not change the provisions of the Metro Premium, Metro Preferred or Metro Economy Plans during the term of this Agreement. If Metro determines that changes in any of the Plans would be desirable, such changes will be negotiated with the Union and mutually agreed upon prior to implementation.

Medical & pharmaceutical benefits for active and retired employees under each respective plan will be subject to the following:

1. METRO PREMIUM PLAN

Office Visit Encounter Fee	
In Network Specialist Office Visit	\$40.00
In Network Primary Care Office Visit	\$30.00
Out of Network Specialist Office Visit	20%*
<u>Out of Network Physician Primary Care Office Visit</u>	<u>20%*</u>

*After Deductible

2. METRO PREFERRED PLAN

Office Visit Encounter Fee (Metro Preferred Plan)	
In Network <u>Physician Primary Care</u> Office Visit	\$20.00

SECTION

Out of Network Physician-Primary Care Office Visit	30%*
In Network Specialist Office Visit	\$30.00
Out of Network Specialist Office Visit	30%*

*After Deductible

Delete subsection regarding contribution rate determination and sharing of medical plan savings in its entirety.

SECTION 49A. MEDICAL COVERAGE

CONTRIBUTION RATE DETERMINATION / SHARING OF MEDICAL PLAN SAVINGS

Prior to the start of each Plan Year (January 1 - December 31) active employee contribution rates will be established by Metro in accordance with the terms of this Agreement. These rates will remain in effect throughout the Plan Year.

Metro will calculate Plan contribution rates in accordance with standard health and welfare plan industry practices and in compliance with IRS Code Section 125 governing payment of health insurance premiums with pre-tax dollars. Actual prior claim experience for all Plan participants will be used to project the next plan years expected claim costs. Actuarially determined general health care inflation costs, Plan administrative expenses and reimbursements, applicable provider network discount factors and savings through participation in well-being programs will then be included to determine the final contribution rate required to fund the Plan for the next year. If the combined medical plan costs are less than annual contributions, any difference will be used to reduce the amount of next year's contributions.

A summary of the prior Plan year's expenses along with an explanation of the proposed contribution rate will be presented to elected Union leadership prior to the annual employee benefit open enrollment period. Within three (3) months following the end of each Plan Year, Metro will prepare a summary of total plan expenses in each plan (Premium, Preferred and Economy) for the Plan Year including both the employees' and Metro's contribution. If the proportional amount actually contributed by employees to offset plan expenses exceeds the projected amount, the excess contribution will be returned to active employees on a proportional basis by temporarily reducing employee medical contributions for the following Plan Year or through another payroll credit.

Revise as follows:

SECTION 49B. DENTAL COVERAGE

The Agency will sponsor a dental plan for active full-time employees and their eligible dependents. ~~Eligible dependent children may be covered until December 31 of the year of their 21st birthday; however, effective December 1, 1995, coverage for an otherwise eligible dependent child may be extended until December 31 of the year of the child's 24th birthday provided the child is a full-time student.~~ Under this plan, employees may choose between two levels of coverage.

SECTION

SECTION 53. REQUIRED LICENSES AND TRAINING

A. Reimbursement for Required Licenses

The Agency shall reimburse employees for commercial driver's license or chauffeur's license or for such these other license, certification, or renewal of same that employees that must have such licenses to perform their duties.

SECTION 53. REQUIRED LICENSES AND TRAINING

B. Commercial Driver's License Training

Any vacant training positions not filled by maintenance employees will be offered to Call-A-Ride operators and clerical employees in Agency seniority order.

Clean up current contract language to read as follows:

SECTION 53. REQUIRED LICENSES AND TRAINING

B. Commercial Driver's License Training

1. Individuals in the maintenance seniority district must possess a current, valid Commercial Driver's License of the required Class and with required endorsements at the time of any job bid. Amend the qualification requirements for all jobs in the Maintenance Seniority District that are filled as promotions through the internal bid process to include the following language: "Possession of a current, valid Commercial Driver's License of the required Class and with required endorsements at the time of job bid." This qualification requirement will become effective and be included in job bid announcements starting on the first day of the month beginning two (2) years after the completion of the first Training provided by Section 54.B of this Agreement.

Tentative agreement to the deletion of Paragraphs 1 and 10.

Agency Proposal Pending regarding the deletion of the highlighted section, as follows:

SECTION 60

A. PART-TIME DRIVERS (School Bus Service)

~~The Agency shall be privileged to employ part-time drivers at a wage rate twenty-five percent (25%) below that of the applicable top wage rate for regular operators for the purpose of handling school bus service during the school term where part-time drivers had been formerly employed by the various transit companies previously operating in the area and such additional part-time drivers as may be required to service additional schools in St. Louis County, St. Clair County, Madison County, St. Charles County, Monroe County and Jefferson County. All school work as incorporated into the schedules in St. Louis and St. Louis County shall remain in the schedules of the Agency. All new schools established in the City of St. Louis and served by the Agency shall be incorporated into the schedules in the future. All school work presently~~

SECTION

~~incorporated into the schedules shall remain in the schedules of the Agency. It is understood that every effort shall be made to incorporate all school work into the regular schedules of the Agency. Part-time drivers shall not be used to perform charter service or any other type duty being performed by regular or extra operators. Part-time drivers shall not be allowed to operate any type of service where cash fares are collected. Part-time drivers shall only be permitted to operate school work not required to be incorporated into schedules, and they shall be limited to school work only and shall at no time or under any circumstances or in any manner affect the work of regular or extra operators; nor shall the hiring and use of part-time drivers for said work at any time or under any circumstances result in a laying off or a reduction in work of regular or extra operators; provided, however, the foregoing is not intended to limit use of part-time drivers for handling school bus service as herein provided.~~

~~Part-time drivers shall be required to become members of the Union in accordance with Section 5 of this Agreement. It is expressly understood that any such part-time drivers employed by the Agency, other than regular operators electing to accept part time work, shall not be entitled to any of the benefits under the terms of provisions of the Agreement other than the grievance procedure as therein provided and that the pay rate and conditions of employment of said part-time drivers shall be governed by the provisions of this section only.~~

~~Regular operators employed by the company shall be entitled to preference in bidding for such part-time work at the beginning of each fall school term but at the part-time drivers' rate and at straight time rates only, and any regular operator so bidding shall be required to work such part-time pieces of work for the duration of the station pick.~~

~~After the initial assignment of runs, the annual pick of runs for part-time school work shall become effective no later than the third Monday of October for each year. Run selections shall be made in the following order: regular operators, maintenance employees, pensioners, with part-time employees picking last and according to last date of employment. Thereafter, any adjustments of runs, make up of runs, time worked, routes, and distance traveled shall not be cause for a re-pick of runs.~~

~~Regular bus operators working part-time school runs shall pick their work assignments in seniority order.~~

~~Part-time female drivers shall be granted maternity leave for maternity purposes. It shall be the responsibility of part-time drivers to notify the Company in writing of such pregnancy and probable date of birth, together with a supporting statement from her physician.~~

~~Disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as a temporary disability.~~

~~After giving timely notice of her intention to return to work, the part-time driver shall satisfactorily pass a medical examination administered by a physician representing the Agency.~~

~~All part-time drivers shall receive two (2) hours holiday pay for each piece of work on Washington's Birthday and Veterans' Day.~~

~~It is expressly understood that in no event shall an employee heretofore or hereafter employed as a part-time employee be entitled to or credited with seniority or seniority benefits on account of service performed as such part-time driver.~~

Revised to read as follows (including a Tentative Agreement to Union Proposal 49, paragraph 17):

SECTION

SECTION 60

B. ~~SECTION 60B.~~ PART-TIME OPERATORS

The Agency may employ part-time operators subject to the following conditions:

12. Newly hired part-time operators shall be paid an hourly rate equal to at least seventy (70%) percent of the top rate established for full-time operators in this agreement. Thereafter part-time Operators shall advance in accordance with the progression for full-time Operators set out in this Agreement. For the purpose of applying the progression, two thousand eighty (2,080) hours of work as a part-time Operator shall equal one-year (12 months) of service as a full-time Operator. ~~When a part-time Operator is promoted to full-time, his or her step in the progression shall not change. Operators who are promoted to full-time shall be given credit for their work as a part-time Operator in determining the date of their advance to the next step in the full-time progression; for example, a promoted Operator who had worked one thousand forty (1,040) hours as a part-time Operator would advance to the next step in the progression following six (6) months of full-time service.~~

~~Within thirty (30) days following the ratification of this Agreement, Metro will review the pay record of any currently employed Bus Operator who was promoted from part time to full time during the period October 1, 2005 through the date of ratification of this Agreement. The purpose of this review is: (1) to determine if any employee promoted after October 1, 2005 was not started in the full-time progression at the same step as occupied in the part-time progression; and, (2) to determine whether the employee received credit for part-time service in determining advancement in the full-time pay progression as set out above. Any employee who was not started in the full-time progression at the same step and/or did not receive credit for time in part-time service, the employee will be paid any back pay due; and, if necessary the employee's pay will be adjusted to the correct step in the full-time progression.~~

Retired ATU Local 788 full-time Bus Operators performing part-time work shall be paid the top rate.

17. Newly promoted operators, part-time to full-time, shall be allowed to pick from available full-time work and work locations in seniority order.

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B. PART-TIME OPERATORS

2. Work performed by part-time operators will be limited to twenty-eight (28) hours per week with two consecutive days off. On Saturdays, Sundays and holidays, part-time operators may not work more than eight (8) hour runs except when the assigned run is scheduled for more than eight (8) hours.

7. The Agency has no obligation to promote or hire part-time operators into full time positions. The Agency shall hire full time operators from the part-time operators in seniority order.

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SECTION 61. ATTENDANCE INCENTIVE

Any employee who completes six (6) calendar months without any unpaid absences, ~~exclusive of the following~~

- ~~_____ Court Subpoena (for Agency business)~~
- ~~_____ Funeral Leave~~
- ~~_____ Jury Leave~~
- ~~_____ Military Leave (under 30 days)~~
- ~~_____ Union Business~~
- ~~_____ Vacation~~

shall receive an incentive bonus of ~~one-two~~ hundred ~~fifty~~ dollars (\$~~150~~200.00). The bonus payment to be made within forty-five (45) days following the end of the bonus period. Each six-month bonus period will be a calendar period (i.e., January through June and July through December.)

SECTION 62. SUBCONTRACTING

The Agency shall not subcontract work which is necessary for the operation or maintenance of revenue vehicles and which is regularly performed by bargaining unit employees, except in cases of emergency or when the work required cannot be performed by the available complement of bargaining unit members. The Agency reserves the right to continue its present practice of contracting work not covered by this restriction. The Agency also reserves the right to purchase rebuilt revenue vehicle parts when it can be shown that bargaining unit employees with appropriate tools and training cannot rebuild the part at a cost equal to, or lower than, the cost of purchasing the rebuilt part.

~~_____ However, notwithstanding the above, the parties agree that at the conclusion of the case styled *Bi-State v. FTA et al.* and given the No. 4:92CV00979CSC currently pending in U.S. District Court, Eastern District of Missouri, the parties will meet and confer concerning the outcome of that case as it affects the Agency's contracting out of vehicle cleaning and custodial functions. It is further agreed that if the parties are unable to reach a satisfactory result, either party may arbitrate any aspect of this issue.~~

SECTION 63. LIGHT RAIL CLASSIFICATIONS, WAGE RATES AND PROGRESSIONS

A. Light Rail Vehicle (LRV) Operator

The following top wage rate and progression shall apply to employees in the classification of Light Rail Vehicle Operator. Bus Operators who are selected as a Light Rail Vehicle Operator shall retain their step and schedule of advancement in the Bus Operator progression and receive the LRV Operator pay change as follows:

Progression	Hourly Rate
Step A: Shall be applicable during the period of formal training following selection.	Employee's Bus Operator Wage Rate

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Step B: Shall be applicable following successful completion of formal through completion of the qualification period.

Employee's Bus Operator
Wage Rate Plus \$0.20

Top Rate: Applicable after successful completion of the qualification period and thereafter.

Employee's Bus Operator
Wage Rate Plus \$0.~~60~~40

Shift Differential: A shift differential of \$0.75 (sixty cents) will be applicable for operators on all daily runs scheduled to report after 4:00 P.M., excluding special service.

Regarding Electromechanic Seniority District. Insert the following language prior to the current numbered paragraphs setting the electromechanic wage differential and initial tool allowance with the following language:

SECTION 63. LIGHT RAIL CLASSIFICATIONS, WAGE RATES AND PROGRESSIONS.

B. ELECTROMECHANIC

1. Vacancy. When a vacancy is created and Metro decides to fill the position, the job will be posted system-wide and bid according to the Electromechanic Bidding Procedure.

2. Bidding Procedure.

(a) Jobs shall be posted with work hours or shift as applicable. Jobs shall be posted for a period of ten (10) days exclusive of Saturday and Sunday within which qualified Electromechanics shall be entitled to bid on such openings.

(b) If the posted job is not filled by a qualified Electromechanic, "Test Qualified" mechanics may be invited to enter Electromechanic training, based upon seniority.

(c) When offered, non-qualified personnel may take the Electromechanic test to become "Test Qualified". Non-qualified personnel who did not pass the test may retest after a minimum period of one-hundred and eighty (180) days since their last test date, and may only test 3 times in total.

3. Training and Qualification. Test Qualified employees shall be subject to the following training and qualification requirements.

(a) Electromechanic training shall be conducted subject to unfilled vacancies, scheduling requirements, resource availability and class size.

(b) Metro-approved training shall be provided to Test Qualified employees only. Employees may withdraw within the first thirty (30) days of training.

(c) Upon successful completion of training, New Electromechanics shall be considered qualified for the purposes of bidding only and shall be assigned jobs as follows:

1 – Vacancies shall be posted for bidding by all qualified Electromechanics. New Electromechanics that have successfully

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completed training automatically bid on all available Electromechanic vacancies. If desired, bid priority preferences shall be submitted by the New Electromechanic.

2 – If there are no vacancies available, New Electromechanics shall be temporarily assigned.

3 - New Electromechanics who are awarded or assigned a job shall be subject to a twelve (12) month lock-in period whereby the employee cannot bid or pick into another job classification. The lock-in start date shall be the date training begins.

(d) Upon completion of training, New Electromechanics shall be subject to a 45 work-day qualification period starting on the last day of training. Any employee that withdraws or fails to complete the qualification period, shall not be eligible to participate in training for two 2 calendar years from their withdrawal date.

4. Wages and Progression.

(a) The top hourly rate of pay for the class of Electromechanic shall be fifty-five cents (\$0.55) per hour higher than the top rate for a Class 1A Mechanic. Employees who are awarded Electromechanic jobs shall receive a twenty-five cents (\$0.25) per hour increase effective on the date of award and an additional thirty cents (\$0.30) increase to the top rate on successful completion of the qualification period.

(b) Employees who are awarded an Electromechanic job shall receive an initial three hundred fifty dollar (\$350.00) tool allowance for the purchase of additional tools required by the Electromechanic job. This tool allowance will be paid after the withdrawal period.

5. System Pick. Electromechanic positions shall be included as part of the Maintenance Seniority District annual system pick including but not limited to date, time, and location for holding the system pick, advance notice requirements, and employee written notice of their selection requirements. Electromechanics' participation shall be subject to the requirements of Section 40F(A) "Participation in the system selection".

Delete the third paragraph of Section 64E:

SECTION 64. BID AND AWARD PROCEDURES FOR LIGHT RAIL JOBS AND TRAINING SLOTS

E. Lock In

~~Electromechanics who have completed the initial 12 month lock-in period and who subsequently bid back into an Electromechanic position will be subject to a 6 month lock-in period.~~

Add new Subsection G to Section 64, as follows:

SECTION 64. BID AND AWARD PROCEDURES FOR LIGHT RAIL JOBS AND TRAINING SLOTS

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G. LRV OPERATORS MOVING TO BUS WITH NO PRIOR EXPERIENCE

Qualified LRV Operators not previously qualified as a Bus Operator desiring to bid to a Bus Operator position:

A qualified LRV Operator who has not previously qualified as a Bus Operator will be eligible to pick a Bus Operator job at the System Selection for the Operations Seniority District once they have fulfilled their LRV "lock-in" requirements as spelled out in Section 64 of the MOU. Successful bidders will transfer to Bus Operations on the date of the next new bus training class. The Operator must successfully complete all new bus operator training requirements.

Each employee awarded a job in a Bus Operator classification under terms of this section shall be subject to a qualification period of forty-five (45) work days following completion of formal training. Each employee may voluntarily withdraw during the first ten (10) work days following the job award. Any Operator who voluntarily withdraws from Bus Operator Training will not be eligible for Bus Operator Training for a period of two (2) years. Any Operator who voluntarily withdraws from Bus Operator Training for a second or subsequent time will not be allowed to bid on Bus Operator positions for a period of five (5) years following each withdrawal.

Effective the date of transfer to Bus Operator Training, the Operator's pay will be adjusted to the same step pay level they are at as an LRV Operator without the 40 cent premium (e.g. If an LRV Operator was at the second step pay level then they will be at the second step Bus Operator pay level upon moving.). All other accrued benefits will not be affected.

Revise as follows:

SECTION 65. LIGHT RAIL SYSTEM SELECTIONS

Light Rail Vehicle Operators will participate in the annual System Selection for the Operations Seniority District under the following conditions:

5. At least once each year, the agency will offer training to a minimum of five (5) Bus Operators and/or Call-A-Ride Operators who possess a Commercial Driver's License (CDL). ~~Bus~~ Operators will be selected in Bus Operator seniority order, then Call-A-Ride seniority order, in accordance with the provisions of this Agreement relating to Bid and Award Procedures for Light Rail Jobs and Training Slots. Employees who successfully pass the training will be awarded LRV Operator jobs in the order of their seniority as vacancies occur.

During such training employees will retain their current hourly rate of pay. Following training, employees will return to their prior run, if open, or the Extra Board.

Revise to add new Item 5, as follows:

SECTION 66. SCHEDULE CONSTRUCTION AND PAY FOR LIGHT RAIL OPERATIONS

A. Miscellaneous

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- (4) The Agency shall construct its schedules so as to provide LRV Operators with a layover of at least five (5) minutes at each end of the line, except on pull-out and turn-in trips. The Agency shall construct its schedules so as to provide LRV Operators with a layover of at least ten (10) minutes at Terminal 1 MetroLink Station during periods of base (non-peak) service.

- (5) When MetroLink is running on a construction schedule, operators will end (and be released from) their shift at the scheduled ending time.

SECTION 68. WORK LEADERS

\$1.25 per hour over the employee's regular hourly rate of pay.

SECTION 75. LIGHT RAIL HOURS: MAINTENANCE PERSONNEL

A. Hours of Work

~~Hours of work and regular days off for each maintenance job classification and work shift and schedule~~The work shifts shall be posted by the Agency with the number of employees required for each work schedule. Employees qualified in each respective classification may select a posted shift and schedule in the order of their seniority at the annual system selection of work. Lower seniority workers will be required to change working hours and days off to cover vacation and weekend vacancies with one (1) week's advance notice.

Delete in its entirety, Section 76:

SECTION 76. ~~TRAINING AT OTHER LIGHT RAIL SYSTEMS~~ RESERVED

~~Any employee who bids on a light rail job may be required to travel to other operational light rail systems in order to receive training in operations or maintenance under revenue service conditions. In the event any employee is required to travel for such training and experience, he/she shall receive his/her regular rate of pay for forty (40) hours for each work week of such training.~~

~~Providing, however, that in any work week in which an employee is required to perform work for more than forty (40) hours, he/she will be paid time and one-half (1.5x) for all hours over forty (40). The Agency will pay all travel expenses and reimburse employees for meals and related expenses in accordance with established Agency Travel Reimbursement Policy.~~

Revise wage charts per the annual percent increase, as follows:

SECTION 77. LIGHT RAIL EMPLOYEES WAGES / PROGRESSION

The basic hourly wage for Light Rail employees who have completed the steps set forth below shall be as follows:

A. Light Rail Vehicle Operator Wage / Progression

07/01/ <u>19</u>	<u>2.25%</u>
07/01/ <u>20</u>	<u>3%</u>
07/01/ <u>21</u>	<u>3%</u>

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B. Electromechanic

Upon job award - \$0.25 above Bus Mechanic Rate.

Upon qualification - \$0.55 above Bus Mechanic Rate.

FULLY QUALIFIED

07/01/19 _____ 2.25%

07/01/20 _____ 3%

07/01/21 _____ 3%

Wage increases effective January 1, 2020 if ratified within three (3) weeks of receipt of the final offer voting document from the Agency. Retroactive wage increases (from July 1, 2019 to December 31, 2019) will be paid within eight (8) months of ratification.

Delete descriptions, in their entirety, for the following redlined job titles/classifications:

APPENDIX A - JOB TITLES, CLASSIFICATIONS AND DESCRIPTIONS

~~BRAKE MECHANIC/BRAKE LATHE OPERATOR~~

~~CYLINDER HEAD MECHANIC~~

Revise as follows:

APPENDIX A - JOB TITLES, CLASSIFICATIONS AND DESCRIPTIONS

GENERAL MAINTENANCE MECHANIC - CLASS 1A

Changes to the Farebox and Headsign Equipment Mechanic job description.

Delete descriptions, in their entirety, for the following redlined job titles/classifications:

APPENDIX A - JOB TITLES, CLASSIFICATIONS AND DESCRIPTIONS

~~QUALITY CONTROL MECHANIC~~

Revise the 4th and 5th paragraphs of the Station Mechanic description as follows:

APPENDIX A - JOB TITLES, CLASSIFICATIONS AND DESCRIPTIONS

STATION MECHANIC - CLASS 1A

Must possess necessary knowledge of mechanics and electricity to perform all operations necessary to correct defects found by inspections and to carry out planned maintenance work as outlined in written instructions. These duties shall be limited to adjusting and replacing components, parts, or groups of components that do not require tear down and rebuilding of the components or parts along with minor repairs needed to accomplish the replacement; however, removal and replacement of attached assemblies on components shall be performed. Attached assemblies would include but not be limited to, gear covers (not to include gear train), alternators,

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fuel pumps, oil pumps, power steering pumps rocker boxes cylinder heads, and hydraulic fan assemblies.

More specifically, diagnose problems in electrical circuits, make adjustments to or replace electrical components, such as voltage regulators, relays, make minor repairs to ~~single purpose electrical wiring not requiring major overhaul of main circuits, and~~ electrical components including soldering wires; make adjustments and replacements or minor repairs to hoses, brake components, chassis, air and hydraulic components and changing of mounted tires; make repairs to spindle kingpins or bushings and replace steering box and components; make adjustments, replacement of parts and components, and repairs to air conditioning units not requiring tear down and rebuilding of components; perform body replacements such as radiator, transmission, surge tanks, engine, a/c/evaporator, and passenger doors, but all repairs to such doors shall be made in the Main Shop; perform temporary body patch type repairs not requiring body disassembly and elimination of sharp edges. Tools will be provided by the Agency to do this minor work. All major rebuilding and repairs to bodies and chassis shall be done in the Main Shop. Paint work will be restricted to ~~component parts but not body panel touch up associated with minor body work above and steering wheels, step wells, wheels, bumpers and reflectors; replace the rub rail; Perform replacement of~~ side and rear glass or framed glass units but not repair of frames or curved glass; ~~engine adjustments will be limited to attached units such as oil pans, diesel injectors, and setting of the rack.~~ Tear down and rebuilding of complete engines will be performed in the Main Shop. Welding in the station shops shall be limited to welding necessary to change components and welding required to maintain the safety of vehicles and secure body tears, until permanent repairs can be made at the Main Shop. Only employees who have been trained will be required to perform such welding. All employees in this classification will be required to make road calls or bus exchanges when employees regularly assigned road calls and/or exchange work are not available.

Revise the Fuel & Oil Attendant/Mover job description as follows:

FUEL AND OIL ATTENDANT/MOVER – CLASS 10

Ability to properly dispense fuel, ~~and~~ oil, and other commodities into buses and trucks; must be able to compute all the figures necessary for the proper recording of the amount of oil and fuel used, and have complete knowledge of all other work coming under this classification.

Ability to move all makes and types of buses to and from points in and around the station. Must be alert to recognize any visibly obvious irregularities while driving the bus, and must be able to perform all work in connection with properly driving a bus, including operating the vehicle through the automatic bush wash with proper training. Employees in this classification must be able to do cursory visual inspections such as check mirrors, tires, lights, and other minor components as requested to be reported to maintenance.

Revise the Bus Maintenance Utility Worker description as follows:

BUS MAINTENANCE UTILITY WORKER – CLASS 10A

Ability to ~~perform greasing grease~~ and ~~oiling of all makes and all types of buses,~~ properly dispense commodities to trucks, and buses. Must wash and polish cars, trucks, and buses, change and air tires, and perform routine tasks in a workmanlike manner. Exchanges vans, trucks and other vehicles; have sufficient knowledge to compute on the charges of materials used; be familiar with the oiling of all moving parts that comes under this classification. Changes tires. Issues and maintains records of Agency-owned tools and equipment. ~~street.~~ Makes on-street bus exchanges

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where no maintenance is required; ~~this does not include the shifting of.~~ Shift buses covered by per Section 16D of ~~the~~this Agreement. Must be capable of understanding verbal and written instructions and performing routine tasks in a workmanlike manner. ~~Must possess the physical capacity to perform required tasks.~~ Must possess the basic knowledge required to perform job tasks and a valid commercial driver's license.

Delete the Parts Cleaner job description, as follows:

~~PARTS CLEANER – CLASS 11~~

~~Ability to handle various hot cleaning solvents in tanks, and use steam gun in connection with the cleaning of all automotive units and parts, as well as some cleaning of parts for building and maintenance section. Must be able to identify and separate various kinds of metal to be placed in the respective cleaning solvent tank. —~~

Revise the following job descriptions and change from Class 12 to Class 10 (Fuel & Oil Attendant) rate as follows:

STATION ENGINES, UNITS, AND PARTS WASHER – CLASS 1210A

This includes all cleaning at station ~~shops~~ of engines, ~~units~~undercarriages of vehicles, units, wheels, and parts either attached to or removed from buses, ~~and other cleaning as may be required under job description of Class 13.~~ Ability to perform the duties of the Fuel And Oil Attendant/Mover as assigned.

Revise the following job descriptions as follows:

~~BUS CLEANER – CLASS 13~~

~~Bus cleaner will clean busses inside and outside; sweep buses, polish them, if necessary, and perform similar work coming under this classification.~~

Revise the following job descriptions as follows:

GENERAL SERVICES GROUP

TRUCK DRIVER – CLASS 9

Capable of operating Agency trucks and construction vehicles in the performance of work, delivers equipment and supplies to and from job sites and to various locations, and assists in the performance of work. Performs emergency work in removal of ice and snow and operates salt spreaders, front end loaders, and other snow removal equipment. Performs general labor work to lay asphalt, cut grass, pick up rubbish, and does general hauling. Persons applying for jobs in this section must possess a Chauffeurs' License or Class A Commercial Driver's License, as applicable at the time they bid for the position, and be prepared to demonstrate their ability to drive Agency trucks of all types and operate construction equipment.

Revise the following job descriptions as follows:

~~GENERAL CUSTODIAN – CLASS 13~~

~~————— Employees who do general custodial work at station transportation offices, main shops, and other Agency operated installations.~~

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Revise Electromechanic job description as follows:

ELECTROMECHANIC

1. Duties include performing preventative and corrective maintenance through inspecting, servicing, calibrating, aligning, repairing, truing wheels, and diagnosis of all systems and subsystems of the LRV. Such systems and subsystems include such elements as the following: high and/or low voltage electrical and mechanical systems such as propulsion, printed circuit boards, amplifiers, logic gates, operation of thyristor, various applications of capacitors, relay switches and logic, static converter, motors, air brakes, compressors, HVAC, trucks, wheels, axles, and other LRV systems to ensure optimum operating efficiency consistent with design and management of requirements.
2. Conducts routine inspection for major repairs, overhaul and preventive maintenance.
3. Uses and operates various types of equipment including hand tools, power tools, measuring tools, diagnostic test equipment such as voltmeters, ohmmeters, wheel truing machines, wheel/axle press, tire press, ~~jigs~~fixtures, cranes, and any other specialized test or maintenance equipment necessary for the maintenance and repair of the light rail vehicles.
4. Maintains up-to-date knowledge of electronic, pneumatic, hydraulic, electrical and mechanical principles as applied to LRV equipment and interprets technical publications, blueprints, source code manuals, wiring and circuit diagrams, etc. so as to be able to determine the cause of LRV problems and to make corrective repairs.
5. Responsible for completing thorough equipment reports and records.
6. Solves unusual and complex equipment malfunctions; performs necessary repairs.
7. Operates special equipment ~~such as~~not limited to re-railing equipment and portable jacks and other related duties as required.
8. Upon successful completion of a limited operations examination, Electromechanic will move LRVs in the yard(s) and shop(s) necessary for maintenance and train make-up, etc. Such movements will require the operation of switches either manually or via control apparatuses.
9. Operates trucks, high rail vehicles and similar equipment; pulls trailers.

POSITION REQUIREMENTS

1. Knowledge of mechanical, electrical, and electronic theory and principles demonstrated by the successful completion of the qualifying period.
2. Knowledge and understanding of maintenance and repair techniques acquired through experience as a skilled mechanic.

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3. Ability to successfully complete comprehensive technical exams administered during the LRV Electromechanic training program.
4. Ability to work under limited supervision.
- ~~5. Must possess a valid~~ Must maintain required training and certifications (including but not limited to Commercial Driver's License,)-
- ~~5. Must pass a limited train operation exam, DOT physical (if required and not grandfathered), and essential functions tests for the safe operations and maintenance of train movements in the yard/shop-trains (including tier training certifications, re-rail equipment training, hi-rail equipment training).~~
6. Must provide his/her tools.
7. Ability to perform physical requirements of the job.
8. Successful completion of training program and post-training qualification period.

Add Rail Car Body Overhaul Mechanic per MOU, as follows:

APPENDIX A - JOB TITLES, CLASSIFICATIONS AND DESCRIPTIONS

RAIL CAR BODY OVERHAUL MECHANIC (CLASS 1A- MAT)

Every mechanic in this classification shall have the ability and skills necessary to perform all work necessary to disassemble, overhaul, and reassemble low voltage systems, subsystems, equipment assemblies, vehicle interiors, appointments and attachments, correct body or structural damage, refurbish or repair rail car vehicles used by Metro.

This all-encompassing job requires the mechanic to perform high precision dent and structural repair of both interior and exterior surfaces, components and parts to all railcars. Ability to perform high quality surface and structural repair, modification or replacement as necessary in order to return vehicles and other equipment to acceptable mechanical and aesthetic standards.

These duties and responsibilities shall not be exclusive to the Rail Car Body Overhaul Mechanic. All duties described that are currently performed by LRV Electro Mechanics in support of LRV maintenance and repairs shall also remain as duties for those job classifications.

Must have the ability to safely and properly utilize all types of power tools, fixtures, welding, and fabrication or create repair parts, panels' fixtures and hand tools necessary to affect repairs to Metro rail vehicles.

Must have the ability to work from sketches, blueprints, drawings, OEM documentation, and examples in order to affect repairs as needed. Rail Car Body Overhaul Mechanics are responsible for recording and maintaining all maintenance records as it relates to the repair, overhaul and painting of LRV's.

All Rail Car Body Overhaul Mechanics must have the ability to satisfactorily perform low voltage wiring as it pertains to the repair of LRV's. This includes repair, removal and replacement of items such as lights, switches, signs, and other components necessary to affect body repair.

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Must have the ability to perform welding in order to replace body panels or support structure or other areas of the car body as directed by management.

All Rail Car Body Overhaul Mechanics must have the ability to perform high precision paint application work, including blending, feathering, and fine detail work. Knowledge in the use of industrial and automotive products such as primers, accelerators, retardants and thinners, their compatibility, and how changing environmental conditions affect the quality of the finish; ability to apply the formulas and make the required calculations.

Must be capable of high quality paint application, using various types of spray equipment, and possess the necessary knowledge and skill to disassemble repair and adjust the equipment as needed. Must have the knowledge, skill and ability to apply and blend paint to a localized area of a vehicle resulting in a quality finish.

Must be able to demonstrate comprehensive knowledge of environmental issues such as the use of personal safety equipment, handling, storage and disposal of hazardous materials used in the performance of this job and must adhere to the environmental rules as defined by Metro.

Must have the ability to perform multilayered paint striping as required by Metro's paint scheme. This also includes the application of decals where required.

Employees qualified in this job classification must be able to perform all duties in a manner comparable with existing rail vehicle manufacturers and rebuilder's quality, efficiency, and competency. The finished product shall be smooth, level, free of paint runs, orange peeling, fisheyes, overspray or underspray, bubbling or blistering, and shall display uniform color and gloss throughout.

Training on painting equipment and materials to be provided and approved by Metro, including training by approved third parties. Retaining job qualification and pay differential shall be dependent upon the continued demonstrated ability to efficiently and consistently apply high quality finishes.

Rail Car Body Overhaul Mechanics must also be qualified through passing a basic skills rail vehicle familiarization training program to gain familiarity with working in and around high voltage rail vehicles and equipment.

New to this job classification will be subject to a 6-month qualification period. Employees who bid into this position will be subject to a 12-month lock-in period. Previously qualified employees will be subject to a 6-month lock-in period. Rail Car Body Overhaul Mechanics will subject to all LRV Maintenance department rules, procedures, days and times of operation as required by the department (currently 5-day work weeks and 8 hour days).

Delete descriptions, in their entirety, for the following redlined job titles/classifications:

APPENDIX A - JOB TITLES, CLASSIFICATIONS AND DESCRIPTIONS

~~BRAKE SECTION BENCH MECHANIC~~

~~PAINTER~~

~~UNIT & PARTS DISASSEMBLER & GENERAL SERVICE WORKER~~

~~BUS CLEANER CLASS 13~~

SECTION

AIR HYDRAULIC AND REFRIGERATION UNIT MECHANIC

Ability to overhaul all units operated by air pressure or hydraulic fluid such as air compressors, wheel cylinders, ~~master cylinders, fan hubs driveshafts,~~ wiper ~~motors,~~ door control valves, steering columns, steering drive shafts, air valves, relay valves, application valves, and similar units used on buses, trucks, and auto. Perform Freon recovery on all types of buses. Must be capable of overhauling shop equipment such as grease guns, oil dispensing pumps, and similar equipment. Must be capable of overhauling bus air conditioning freon compressor units and related parts, also repairing water cooler refrigerant systems.

BENCH UNIT/UTILITY AND FUEL AND SMALL UNIT MECHANIC

Ability to do high precision repair work on miscellaneous units such as ~~blowers, oil pumps, steering gears, water pumps, fareboxes, radius rod assemblies, and other small units not mentioned which are customarily done in this section of the shop.~~ Ability to overhaul shop compressors, lawn mowers, weed eaters, blowers, track equipment and small engines. Must be capable of overhauling shop equipment such as grease guns, oil dispensing pumps, and similar equipment and various other items to support revenue and non-revenue equipment, rebuild flexible springs, re-bush lateral and radius rods, repair shift cables and various other items as may be necessary. Ability to overhaul diesel fuel injectors, operate all special equipment for testing fuel injectors, and operate injector run-in stand. Overhaul all types of fuel pumps, carburetors, alarm-stats, Kysor valves, thermostats and other similar small units in this general category for buses, trucks and automobiles.

CARPENTER / UPHOLSTERER

Ability to properly operate power tools used in woodworking and to skillfully perform all the miscellaneous carpenter work required in the maintenance of shop equipment. ~~Ladders, scaffolds, benches,~~ and other items under woodworking classification, as well as necessary work for other sections such as furniture repairs, building sash frames, doors and similar items. Ability to repair and reupholster all types of seats in buses, trucks, cars ~~and office furniture; also must be capable of making and repairing destination sign curtains and related work.~~

ENGINE MECHANIC

Ability to overhaul and remove/install all types of engines in buses, trucks, and automobiles, including ~~Also~~ engines in special purpose equipment, such as APU's, light plants, paving impact hammers, lawn mowers, portable compressor units, and separate powered air conditioning equipment.

MACHINIST

Ability to interpret drawings and blueprints, make tools and jigs/fixtures. Must have ability to operate lathe, shaper, planer, miller, grinders, hone, line-boring bar, and similar equipment used in machinist work.

PAINT APPLICATION SPECIALIST

(Class 1A-MAT) Ability to perform high precision paint application work, including blending, feathering, and fine detail work. ~~Knowledge in the use of industrial and automotive products such as primers, accelerators, retardants and thinners, their compatibility, and how changing environmental conditions affect the quality of the finish; ability to apply the formulas and make the~~

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~~required calculations. Ability to read blueprints, interpret drawings, and shop manuals pertaining to buses and shop equipment. Must be capable of high quality paint application, using various types of spray equipment, and possess the necessary knowledge and skill to disassemble repair and adjust the equipment as needed. Must have the knowledge, skill and ability to apply and blend paint to a localized area of a vehicle resulting in a quality finish. Must be able to demonstrate comprehensive knowledge of environmental issues such as the use of personal safety equipment, handling, storage and disposal of hazardous materials used in the performance of this job. Upon qualification in the classification of Paint Application Specialist the successful candidate shall be paid the qualification bonus of \$0.50 per hour.~~

~~(Note: The establishment of this new job class does not change the duties or qualification requirements for the existing job of Painter.)~~

TINNER

Ability to skillfully operate all types of shop equipment used in tin and light steel layout, cutting, and forming of new work, including water jet. Capable of performing all types of metal work required in automotive maintenance as well as the plant maintenance section and ability to work from blueprints. When workload exceeds available manpower in this department, mechanics from the blacksmith and sheet metal department may be assigned in seniority order to perform the necessary work.

TRANSMISSION/CLUTCH & DIFFERENTIAL MECHANIC

Ability to rebuild all types of ~~hydraulic and manual~~ transmissions, and differentials and clutches used on coaches, trucks and automobiles. ~~This includes, but is not limited to, angle drive sections, turbine sections, over-running clutches, and similar units related to the complete transmission.~~ Must be capable of operating fixtures required for proper testing of transmissions, clutches, and surface grinder for resurfacing pressure plates; also capable of repairing flywheel couples, hydraulic crankshaft dampers, and similar parts related to the power train. Must be capable of making certain repairs to transmissions, ~~clutches~~ and differentials while in vehicles as well as removing and installing these units.

UPHOLSTERER

~~(MAT not required) — Ability to reupholster seats in buses, other vehicles and office furniture. Skill in sewing and the application of adhesives used in upholstery. This job class does not repair mechanical or pneumatic mechanisms in seats. If an employee in this job class is required to perform work normally assigned to a Carpenter / Upholsterer, the employee will receive the Carpenter / Upholsterer pay rate.~~

WELDER

Ability to perform all types of welding, brazing and soldering, and to properly operate shop equipment related to welding operations such as lathe for metal spray, fixtures for heliarc welding, and other equipment commonly used in welding operations. When workload exceeds available manpower in this department, work shall be first offered to the radiator mechanic, and then the project mechanic thereafter. Certified mechanics from other the radiator departments may be assigned in seniority order to perform the necessary work.

BUS MAINTENANCE UTILITY WORKER – CLASS 10A

SECTION

Ability to ~~perform greasing/grease~~ and oiling of all makes and types of buses, ~~properly dispense commodities to trucks, and buses. Must wash and polish cars, trucks, and buses, change and air tires, and perform routine tasks in a workmanlike manner. Exchanges vans, trucks and other vehicles; have sufficient knowledge to compute on the charges of materials used; be familiar with the oiling of all moving parts that comes under this classification. Changes tires. Issues and maintains records of Agency-owned tools and equipment.~~ ~~street~~. Makes on-street bus exchanges where no maintenance is required; ~~this does not include the shifting of.~~ Shift buses covered by ~~per~~ Section ~~4616D~~ of ~~the~~ ~~this~~ Agreement. Must be capable of understanding verbal and written instructions and performing routine tasks in a workmanlike manner. ~~Must possess the physical capacity to perform required tasks.~~ Must possess the basic knowledge required to perform job tasks and a valid commercial driver's license.

NEW SECTION

Electro-mechanics who were hired as an electro- mechanics and want to bid into a MetroBus maintenance vacancy will be permitted to do so under the following procedure:

1. The electro-mechanic will be required to pass the bus mechanic interview process / test;
2. The electro-mechanic must then successfully complete the new hire bus mechanic training program;
3. The electro-mechanic will then be subject to a qualification period, which will end forty-five (45) working days after completion the bus mechanic training program.
4. The electro-mechanic will be locked in for a period of twelve (12) months from the start of training in a station mechanic or paratransit mechanic position.

NEW SECTION

Track maintainers, facility utility workers, maintenance of way utility workers, maintenance mechanics and truck drivers will receive the following clothing allowance in addition to what they already receive. Metro shall provide a uniform allowance of one-hundred and fifty dollars (\$150.00) per year effective March 1, 2020 with an annual increase of ten dollars (\$10.00) per year for duration of this agreement. The uniform balance that can be carried over from one calendar year to the next shall not exceed six hundred dollars (\$600.00). The notice provided to employees on March 1, 2020 and annually thereafter will list the maximum carryover amount. Employees with a uniform balance above six hundred dollars (\$600.00) must expend the amount above six hundred dollars (\$600.00) prior to November 1 to avoid cancellation of the balance over the maximum carryover.

UTILITY WORKER – CLASS 13 General Laborer – Class 10A

General labor work, including loading and unloading material, cleaning up rubbish, sorting and reclaiming used material, grass and weed cutting, ice and snow removal, assist 1A Mechanics, perform parts runs, and perform demolition work and removal of debris, and other types of work as assigned.

SECTION

The Agency will execute a Letter of Understanding formalizing an arrangement whereby employees will contribute an additional five dollars (\$5.00) per week to the Local 788 Pension Plan (1) to fund an increase in the benefit multiplier from \$55 to \$60 per year of service for active employees who retire with 25 or more years of service for service earned after the effective date of the change (non-retroactive), and (2) to reduce unfunded plan liabilities. Under the terms of the LOU, at such time as the Pension Plan reaches 85% funding, the overall contribution will not change, but the employee contribution will be reduced by \$3.50 per week and the Agency will increase its contribution by \$3.50 per week under the normal cost sharing arrangements provided under both the Plan and the parties' collective bargaining agreement.

The Agency will execute a Letter of Understanding committing to meet with the Union's designated representatives on a quarterly basis during the term of the 2019-22 Agreement to discuss potential changes to the ATU 788 Pension Plan. This joint labor-management committee will develop a set of mutually agreeable Pension Plan reforms within eighteen (18) months of their first meeting

The Agency will tender a separate Best and Final Offer for a Successor to the Clerical Bargaining Unit's Collective Bargaining Agreement.

Percentage wage increases offered to pursuant to the O&M Best and Final Offer will be offered under the Agency's separate Best and Final Offer for a Successor to the Clerical Agreement.

The Agency will agree to execute a Letter of Understanding committing to: (1) negotiate changes to the clerical bargaining unit job descriptions within twelve (12) months of the execution of the 2019-22 Collective Bargaining Agreement; and (2) complete a compensation study for clerical unit bargaining unit positions consistent with the revised job descriptions within twenty-four (24) months of the execution of the 2019-22 Collective Bargaining Agreement.

Wage increases effective January 1, 2020 if ratified within three (3) weeks of receipt of the final offer voting document from the Agency. Retroactive wage increases (from July 1, 2019 to December 31, 2019) will be paid within eight (8) months of ratification

Open Session Item 3
Attachment 2

**BI-STATE DEVELOPMENT AGENCY'S
BEST AND FINAL OFFER¹**

**For changes to the
Agreement between**

BI-STATE DEVELOPMENT AGENCY

and

**ATU, LOCAL 788
CLERICAL DIVISION**

12/03/2019

¹ This document reflects the Agency's Best and Final Offer for a successor to the parties' operative collective bargaining agreement. Should the Union fail to ratify the Agency's Best and Final Offer, the Agency reserves the right to amend or withdraw proposals as it sees fit and in its sole discretion. No proposals tendered in the course of bargaining constitute an abandonment of any procedural or substantive position taken in regards to any pending grievance. For the sake of clarity, new or revised language will appear in **BLUE** typeface, while deleted text will appear in **RED** strike-through typeface. Any Union proposal not specifically addressed herein is rejected.

SECTION

Update opening paragraph of contract to reflect new term of agreement (TBD).

SECTION 1. CONTRACT.

A previous ~~agreement (a copy which is attached as Exhibit A and specifically incorporated by reference herein)~~ between the Union and Metro having expired as of May 31, 2017~~09~~ and having been orally extended by the parties until such time as a new labor agreement could be signed, the Union and the Agency hereby agree to incorporate all of the provisions of said previous agreement into a new agreement (“Agreement”) that shall be binding upon both parties for the term referenced in Section 2 below.

SECTION 1A. TERM.

The agreement shall extend to and be binding upon both parties and their respective successors and assigns from ~~July 1, 2019~~~~June 1, 2009~~ through ~~June 30, 2022~~~~May 31, 2010,~~ and thereafter for successive twelve month periods, from ~~July 1~~~~June 1~~ of each calendar year through ~~June 31~~~~May 31~~ of the following calendar year, unless on or before ~~April 30, 2022,~~~~April 1, 2010,~~ or on or before ~~April 30~~~~April 1,~~ of any year thereafter, either party, or its successors or assigns, gives written notice to the other party of their intention to terminate, abrogate, or change any or all of the provisions of said Agreement, effective as of the following ~~June 1~~. Except for this change in the agreement term, there are no other changes to the provisions of the previous agreement as referenced and incorporated herein.

SECTION 2. RECOGNITION OF UNION.

The Union is hereby recognized as the exclusive bargaining representative of all General Office and Field Employees in the classifications as set forth in SECTION 40. It is expressly understood and agreed that executives, heads of departments, divisions, sections and their principal assistants, superintendents, supervisors and their principal assistants, secretaries, and chief clerks of all the above named officials and functionaries not listed in SECTION 40 are excluded from the Unit hereby recognized. ~~When the Agency becomes the operator of the Metro Link Light Rail System, the Union is also recognized as the exclusive bargaining representative of employees of the light rail system in accordance with the terms of this Section.~~

SECTION 3. UNION SHOP.

Metro fully recognizes the Union as provided in this Agreement and will not directly or indirectly interfere with or prevent the joining of the Union by any person employed by Metro who is qualified to become a member of the Union. Metro will neither discharge nor discriminate against any employee because of connection with the Union.

~~All employees, now in the employ of Metro within the bargaining unit as defined in Section 2, or who may hereafter be employees within such bargaining unit, are eligible for membership in the Union. On or before the 30th day following the beginning of such employment, such employees must become and remain members of the Union as a condition of retaining employment with Metro or its successors or assigns.~~

SECTION 6. CHECK OFF.

~~Union dues shall be deducted at least once each month from the pay of the employees within the bargaining unit as defined in Section 2 above and shall be wire transferred to the Union’s bank account, provided, however, these provisions shall be applicable only with~~

SECTION

~~respect to such employees who have delivered to Metro their duly executed assignment and authorization to do so. Metro agrees to a check off of COPE deductions upon the written request of any employee.~~

The Agency shall deduct the regular dues, fees and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the Agency. Consistent with federal, state and local law, the Agency shall honor and adhere to the specific provisions of any such authorization for the deduction of regular dues, fees and, assessments regarding the duration, renewal, procedure for revocation and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union.

The Agency shall deduct contributions to the ATU Committee on Political Education (COPE) from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the Employer.

SECTION 7. DISCHARGE OR SUSPENSION.

The Union agrees that it shall not in any way interfere with or limit the right of Metro to discharge or discipline its employees where sufficient cause can be shown. However, no employee shall be suspended or discharged until his immediate ~~superiors~~ supervisors have made a full investigation of the charges against him/her and shall have obtained the approval of the Division head, except in cases in which the employee's behavior represents an actual or potential threat to him/her or others, or when it appears that the employee has been drinking alcoholic beverages or taking narcotics or dangerous drugs, engaged in indecent behavior, engaged in destructive or abusive conduct toward another individual or the property of others, or has stolen Bi-State property, has not carried out a reasonable order (provided that the order does not involve the safety of employees), has been involved in a very serious accident, or has carried, displayed, or used a firearm or other weapon while on duty.

Employees shall cooperate with Management when called upon all matters of mutual interest, but no employee to whom this Agreement is applicable shall be called before an official in connection with the investigation of a matter that may involve his or her discharge, suspension, or other discipline unless so called within four (4) weeks (Saturdays, Sundays, and the holidays excepted) in cases of alleged misappropriation of fares or other property, and within fifteen (15) working days, Monday through Friday, except holidays, in other cases, after notice of the alleged offense has come to the attention of management.

Any employee discharged, suspended, or otherwise disciplined may file a grievance in writing with the Labor Relations Officer within five (5) days after such suspension, discharge or other disciplinary action. If such grievance is not filed within this time, the case will not be considered. If, upon investigation, either as the result of the filing of a grievance or otherwise, the employee is found to have been not guilty of a violation of Metro's Rules in connection with the circumstances under investigation, he shall be reinstated to his former position and paid for all time off at his regular rate of pay in such settlement: it being understood that such employee will lay off two (2) days in seven (7) and such amount shall be excluded from any back pay calculation. No case shall be arbitrated unless within forty-five (45) days after the decision of Metro, a written request for arbitration has been served upon Metro by the Union.

Revise Section 9A Standard Arbitration as follows, and delete Section 9B Expedited Arbitration in its entirety:

SECTION

SECTION 9. ~~ARBITRATION~~ RESOLUTION OF GRIEVANCES.

A. STANDARD ARBITRATION.

There shall be no strikes or lockouts on the property of Metro by or against the Union or the employees during the term of this Agreement or any extension thereof.

Any question relating to grievances or the interpretation of any provision of this Agreement arising between Metro and the Union or the employees ~~which that~~ cannot be amicably adjusted by conferences, shall be submitted to arbitration as provided herein. ~~The request for arbitration must be submitted no later than 45 days of the date of the Third Step of the Grievance Procedure Answer.~~

~~When the Union either party hereto elects to submit such questions for arbitration, the Union shall request that notice of such election, including the designation of that party's arbitrator shall be given to the other party, which shall then select their own arbitrator within five (5) days. If the two arbitrators can adjust the question in dispute, the decision will be final and binding on both parties. If the two arbitrators cannot agree on the selection of a third arbitrator within five (5) days, a panel shall be requested from the Federal Mediation and Conciliation Service (FMCS) furnish a panel of seven (7) arbitrators from the FMCS Metropolitan Panel (Midwest – Region 3) to both parties. Within five (5) working days after receipt of the FMCS panel of arbitrators, the Union and the Agency's designed representatives shall meet and select the arbitrator to hear the grievance by alternatively eliminating one name from the list until such time as only one name remains. The arbitration hearing shall be expeditiously held at the earliest mutually agreeable date following arbitrator's selection. Selection of the third arbitrator shall then be made by the rules of F.M.C.S. The findings of the third arbitrator shall be final and binding on the parties hereto.~~

~~The arbitrator shall not add to, subtract from, or otherwise modify the terms of this Agreement. The findings of the arbitrator shall be final and binding on the parties hereto.~~

~~The Agency Metro shall pay the expenses of its arbitrator and its witnesses; the Union shall pay the expenses of its arbitrator and its witnesses. The fees of the third arbitrator and all other expenses of arbitration shall be divided and paid equally by the Agency Metro and the Union. Each party shall pay its own attorneys' fees and costs. The parties will equally share the costs and expenses of the court reporter and transcript.~~

~~B. EXPEDITED GRIEVANCE ARBITRATION.~~

~~*****~~

Keep paragraphs 1 and 2 of Section 13 and delete the remainder of the section, as follows:

SECTION 13. JOB CLASSIFICATION.

When Metro determines that changes in any Union position classification or duties are needed, that new duties are needed or that additional or fewer classifications are needed, Metro shall negotiate such changes with the Union prior to implementation. Wages and training for changes shall be negotiated if deemed necessary by both parties. Upon mutual agreement, the proposed changes may be initiated on a six (6) month trial basis during which time adjustments may be made.

SECTION

The Union agrees (1) to the cross-training of employees in different jobs within their department and job site; (2) to the temporary reassignment of work tasks to other positions in order to facilitate work, and; (3) to negotiate job classification and job description changes to facilitate effective work distribution and/or more productive utilization of employees.

Employees within the Customer Service job class may participate in cross-training and perform within a reserve program, excluding programs that require specific licensing, within transit operations at the discretion of the agency. When working within the program, the employee will be compensated at the higher rate between their current wage rate and the initial starting rate of pay for that group or class.

~~Prior to commencement of any light rail revenue service, affected employees represented by the Union shall receive the first opportunity for employment in any new bargaining unit jobs created as a result of the Light Rail System. Metro will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified, and are willing to bid these jobs. Metro will give reasonable notice to the Union at least eighteen (18) months prior to commencing any light rail revenue service, and the parties shall thereafter meet at mutually agreeable times to negotiate an implementing arrangement to staff the Light Rail System. In order to ensure that the maximum number of existing employees represented by the Union qualify for new light rail bargaining unit jobs, the implementing arrangement shall include among other things, job training programs.~~

~~In selecting employees for such job training programs, the following order shall prevail, where applicable:~~

~~Employees in the craft or class of the training shall be given priority over employees without seniority in such craft or class;~~

~~As between employees having seniority in the craft or class of the training, the senior employees, based upon their service in that craft or class as shown on the appropriate seniority roster, shall prevail over junior employees;~~

~~(e) — As between employees not having seniority in the craft or class of the training, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.~~

Revise subpart A as follows:

SECTION 15. PART-TIME EMPLOYEES.

Metro may employ part-time employees in the following job classifications and subject to the following conditions:

<u>Job Class</u>	<u>Maximum Number</u>
Customer Service Representative	15
Till Clerk	4
Traffic Inspector	5

A. General Provisions:

- (1) Part-time employees shall receive the hourly rate provided for their job class in this Agreement and shall be subject to the provisions of this Agreement relating to a Union Shop (Section 3), Arbitration-Resolution of Grievances

SECTION

(Section 9), Dues Check-Off (Section 6), Discharge or Suspension (Section 7), Grievances (Section 8), Free Transportation (Section 21), Assault Insurance (Section 29), and Life Insurance (\$5,000) (Section 32). Part-time employees shall not be eligible for any other benefits provided by this Agreement. Part-time employees shall have a probationary period of five hundred twenty (520) hours of work. One thousand forty (1,040) hours of work shall be deemed to be equal to twenty-six (26) weeks for advancement from step to step in the classification schedule based on satisfactory service. Part-time employees shall be paid overtime in accordance with the Fair Labor Standards Act.

SECTION 22. JURY SERVICE AND AGENCY WITNESS TESTIMONY.

Any employee covered by this Agreement who is called to jury service shall be paid his regular rate of pay for the time served on jury service on the employee's scheduled work days and may shall retain the jury fee. To receive jury pay, all documentation supporting payment must be turned in to the Agency by noon or Monday following the pay period in which the jury service occurred.

Any employee who is required by Metro to attend court, make a statement, or to furnish testimony in a hearing, shall be excused from his regular assigned duties and shall be paid his regular wages.

SECTION 23. FUNERAL-PAID BEREAVEMENT LEAVE.

~~All employees covered by this Agreement shall, in the event of death of employee's spouse, children of either spouse, parents of either spouse or stepparents of either spouse (with a limit of two (2) parents), be entitled to three (3) consecutive days off to attend funeral, (days off to be the day of funeral and either the day before and the day after or the two days before or the two days after the funeral) with eight (8) hours pay at the straight time rate payable only if the days of leave are regular scheduled work days of the employees.~~

~~All employees covered by this Agreement shall, in the event of the death of the employee's brother, sister, grandparents or grandchildren, be entitled to two (2) consecutive days off to attend funeral (days off to be the day of funeral and either the day before or the day after) with eight (8) hours pay at the straight time rate, payable only if the days of leave are regular scheduled work days of the employees.~~

~~Metro will excuse absences of one (1) day for an employee to attend the funeral of his/her brother in law or sister in law. The absence will be non paid; advance notice will be required; and the same procedures for processing of paid funeral leave will be used for this unpaid, excused absence.~~

All employees covered by this Agreement shall, in the event of death of the employee's spouse, children of either spouse, parents of either spouse, or step-parents of either spouse (with the limit of two (2) parents), brother, sister, or grandchildren shall be entitled to three (3) consecutive days off with eight (8) hours pay at the straight time rate. Bereavement leave of two (2) days will be provided for the death of a brother-in-law, sister-in-law and grandparents of any employee.

At its discretion, the Agency may require employees requesting bereavement leave to provide documentation establishing the death of the family member at issue and establishing the familial relationship to the employee. Such documentation must be provided to the Agency by noon on Monday following the pay period for which such leave was requested.

SECTION

Revise paragraph 5 as follows:

SECTION 24. HOLIDAY WORK.

When one of the referred to holidays falls on an employee's regular day off, the employee will receive an additional day's pay for the holiday. When a paid holiday falls within an employee's vacation period, such employee shall receive the extra day's pay or, ~~with his/her supervisor's approval~~, an extra day off at a time approved by his/her supervisor. Such extra day off must be taken prior to December 15 of the year in which the holiday occurred.

SECTION 25. VACATIONS.

In all cases, continuous service with Metro is required.

The method of computing vacation pay shall be on a work week basis ~~for all employees and shall be deemed to mean the regular number of hours which the employee is scheduled to work in one work week.~~ In all cases, vacation pay shall produce but not exceed five (5) days per vacation week. The first five (5) scheduled workdays in the vacation week shall be used to compute the vacation pay. In instances where it is necessary to make an additional allowance in order to produce five (5) days' pay per vacation week, such allowance shall be at the rate of eight (8) hours pay per day.

Before any employee may be entitled to a vacation pursuant to this Section, such employee must have worked for the Agency not less than one hundred eighty (180) days during the twelve (12) consecutive months immediately preceding his or her vacation; but, provided further, that said qualification period shall not be charged with days lost from work on account of absence due solely to illness, or a reason personal emergency involving illness of a member of the family, or absence caused by obedience to the legal process, and Metro may require satisfactory proof thereof.

Employees shall not be allowed to work on their vacation except by mutual agreement between the Union and Metro. If an employee does work on his vacation, he shall be given equal time off later at a mutually agreed time.

Employees with more than three (3) weeks' vacation may voluntarily elect to receive vacation pay in lieu of time off for each week in excess of three. The employee is required to work ~~the~~ regularly assigned work schedule during the weeks which were sold back.

Employees may elect to receive advance vacation pay for a full week or weeks of vacation. Such advance vacation pay shall be payable on the last regular payday prior to the employee's vacation, providing sufficient advance notice has been given.

All vacations for Clerical Employees, shall be picked no later than January 1 of the vacation year. During the yearly vacation pick, employees may designate one week (5 days) which the employee wishes to use as individual vacation days or half-days during the vacation year. Employees who are eligible to receive two (2) or more weeks of vacation during the vacation year may designate one (1) week of five (5) eight (8) hour days to use as single days of vacation throughout the year. Employees with three (3) or more weeks of vacation can use two (2) of those weeks for use as single vacation days; however, half of those single vacation days must be scheduled by June 30. The specific vacation day or days must be approved, in

SECTION

writing, in advance by the employee's immediate supervisor. The Agency shall approve or deny such requests in writing within twenty-four (24) hours.

Vacation allowances to which employees are entitled shall be payable in the event of retirement, layoff, separation or death prior to or during the vacation period previously designated; and, employees shall also be entitled to earned vacation benefits for each full month of service, on a prorated basis, but only upon retirement, layoff, separation, death, or physical disqualification. Any unused vacation will be paid out after December 31.

Metro shall not be liable for vacation pay to any employee in the event he departs from service of Metro for any cause except as specified above.

SECTION 26. SICK LEAVE.

There shall be a waiting period of two (2) working days which are not compensable except:

1. if an employee undergoes outpatient surgery instead of being hospitalized, the waiting period will be waived, or
2. if an employee is hospitalized for less than two (2) days, the employee will be compensated for each waiting day upon which he/she was hospitalized.

The two (2) day waiting period provided herein shall not apply to any employee who is placed on sick leave by Metro's medical representative. The two (2) day waiting period shall not apply to any employee who has accrued a minimum sixty percent (60% = six hundred ninety-one (691) hours) of his or her maximum sick leave accrual of one-thousand one-hundred and fifty-two (1,152 hours) at the time of the absence.

Sick leave shall accrue and shall be paid in terms of full days only. Sick leave will only be paid for the employee's own illness or injury. If the employee works any part of a day and becomes ill before completing his day's assignment, the next succeeding scheduled work day will be considered his first day of illness.

The sick leave allowance to which an employee is entitled shall be paid at the employee's regular straight time hourly rate for eight (8) hours each day. Sick leave shall accrue at eight (8) hours and shall be paid in terms of full days only.

For annual physical examination required by Metro or re-examination resulting therefrom, employees shall be allowed the option of one (1) day sick leave pay to be drawn from his or her sick leave bank. If the employee has no sick leave available in his or her sick leave bank on the date of the examination, the time required for the physical examination will be unpaid.

An employee who has accrued a minimum of sixty percent (60%) of his or her maximum sick leave accrual (691 of 1,152 hours) at the time of absence will not be required to provide a physician's or surgeon's certificate or other appropriate verification of bona fide illness for the first two (2) consecutive days of absence **for sick leave to be paid.** Any additional consecutive days of absence shall require medical certification or other appropriate verification as required by management **for sick leave to be paid.**

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SECTION 27. HEALTH AND ACCIDENT SUPPLEMENTAL BENEFITS.

Metro will provide a thirty (\$30.00) daily maximum benefit for seventy (70) days for each illness upon the following conditions:

1. Employee must have depleted all accumulated sick leave.
2. Payments shall commence after a seven (7) day waiting period provided that employee does not have any accumulated sick leave in his bank.
3. After exhausting the seventy (70) days, employees may not receive another seventy (70) day benefit unless the employee has returned to work for four (4) consecutive weeks.
- ~~3.4.~~ Use of this supplemental insurance is based on the current calendar year of the absences, unless the leave is consecutive into the next calendar year.

SECTION 30. MEDICAL COVERAGE

A. GENERAL PROVISIONS

Metro will sponsor a comprehensive, major medical health plan for full-time employees and their eligible dependents. Newly hired full-time employees will become eligible for coverage on the first day of the month following sixty (60) days of full-time employment. The Bi-State Medical Plan (hereinafter “the Metro Preferred Plan”) shall constitute the basic plan available to employees and their dependents and set the employer funding level. In addition to the Metro Preferred Plan, Metro will sponsor two other medical plans, the Metro Premium Plan (the Buy-Up Option) and the Metro Economy Plan(the Buy-Down Option), with provisions as described in this Section.

Unless otherwise required by law and as provided herein, Metro will not change the provisions of the Metro Premium, Metro Preferred or Metro Economy Plans during the term of this Agreement. If Metro determines that changes in any of the Plans would be desirable, such changes will be negotiated with the Union and mutually agreed upon prior to implementation.

Medical & pharmaceutical benefits for active and retired employees under each respective plan will be subject to the following:

1. METRO PREMIUM PLAN

Office Visit Encounter Fee	
In Network Specialist Office Visit	\$40.00
In Network Primary Care Office Visit	\$30.00

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Out of Network Specialist Office Visit	20%*
Out of Network Physician Primary Care Office Visit	20%*

*After Deductible

2. METRO PREFERRED PLAN

Office Visit Encounter Fee (Metro Preferred Plan)	
In Network Physician Primary Care Office Visit	\$20.00
Out of Network Physician Primary Care Office Visit	30%*
In Network Specialist Office Visit	\$30.00
Out of Network Specialist Office Visit	30%*

*After Deductible

Delete existing language and replace with terms of currently operative retiree medical benefit:

SECTION 30. MEDICAL COVERAGE

C. RETIRED EMPLOYEE COVERAGE AND COST

1. An employee who is eligible to retire from active employment with Metro and who has ten (10) or more years of full time Credited Service shall have access to medical coverage for the retiree and their currently enrolled spouse.
2. All active employee required health and welfare plan contributions must be current at the time of retirement.
3. Upon attaining the age of sixty five (65), retirees will be required to participate in the Medicare Program and will be not be eligible to participate in any Metro health insurance plans and will continue under the Medicare Supplement Program.
4. The monthly Medicare Supplement Program stipends provided individually to the retiree and spouse will be remitted as follows:

<u>Age 65 to 69:</u>	<u>\$125.00 per month</u>
<u>Age 70 to 79:</u>	<u>\$175.00 per month</u>
<u>Age 80 & Above:</u>	<u>\$230.00 per month</u>
5. If a retiree or spouse reaches age 65 prior to his/her spouse or retiree reaches age 65, the retiree or spouse who has yet reached age 65, may continue to participate in the

SECTION

Metro sponsored health insurance plans. Upon reaching age 65, however, they will be required to participate in the Medicare Supplement Program.

Effective the first day of the month following the ratification of this Agreement, retirees must select medical coverage on the date of retirement. Retirees who do not elect medical coverage effective concurrently with the date of retirement will not be allowed to elect coverage at a later date.

Retired employee contributions for the cost of coverage under the Metro Preferred Plan will be as follows for the term of this Agreement:

6. Employees who retired prior to October 1, 2002 will contribute the following effective December 1, 2003 for the cost of coverage under the Metro Preferred Plan:

Monthly Contribution Rate

Non-Medicare:

Retiree	\$40.00
Retiree & spouse	\$80.00

Medicare:

Retiree	\$25.00
Retiree & spouse	\$50.00

a. Employees who retire on and after October 1, 2002 and before December 1, 2004 will contribute at the rate established in this Agreement for active employees for the 12/1/03 – 11/30/04 Plan Year. When the employee is eligible for Medicare his or her contribution rate will be reduced to the Medicare Rate. If the employee elects to change coverage, he or she will contribute at rate in effect for the new plan on the effective date of the change.

b. Employees who retire on and after December 1, 2004 will contribute at the rate established in this Agreement for active employees for the 12/1/04 – 11/30/05 Plan Year. When the employee is eligible for Medicare his or her contribution rate will be reduced to the Medicare Rate. If the employee elects to change coverage, he or she will contribute at rate in effect for the new plan on the effective date of the change.

Delete subsection regarding contribution rate determination and sharing of medical plan savings in its entirety.

SECTION 30E. PREMIUM AND CONTRIBUTION RATE TRANSPARENCY

CONTRIBUTION RATE DETERMINATION / SHARING OF MEDICAL PLAN SAVINGS

Prior to the start of each Plan Year (January 1 - December 31) active employee contribution rates will be established by Metro in accordance with the terms of this Agreement. These rates will remain in effect throughout the Plan Year.

~~Within three (3) months following the end of each Plan Year, Metro will prepare a summary of total plan expenses in each plan (Premium, Preferred and Economy) for the Plan Year including both the employees' and Metro's contribution. If the proportional amount actually contributed by employees to offset plan expenses exceeds the projected amount, the excess contribution will be returned to active employees on a proportional basis by temporarily~~

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~~reducing employee medical contributions for the following Plan Year or through another payroll credit. Metro will calculate Plan contribution rates in accordance with standard health and welfare plan industry practices and in compliance with IRS Code Section 125 governing payment of health insurance premiums with pre-tax dollars. Actual prior claim experience for all Plan participants will be used to project the next plan years expected claim costs. Actuarially determined general health care inflation costs, Plan administrative expenses and reimbursements, applicable provider network discount factors and savings through participation in well-being programs will then be included to determine the final contribution rate required to fund the Plan for the next year. If the combined medical plan costs are less than annual contributions, any difference will be used to reduce the amount of the next year's contributions.~~

~~A summary of the prior Plan year's expenses along with an explanation of the proposed contribution rate will be presented to elected Union leadership prior to the annual employee benefit open enrollment period.~~

SECTION 31. DENTAL COVERAGE

The Agency will sponsor a dental plan for active full-time employees and their eligible dependents. ~~Eligible dependent children may be covered until December 31 of the year of their 21st birthday; however, effective December 1, 1995, coverage for an otherwise eligible dependent child may be extended until December 31 of the year of the child's 24th birthday provided the child is a full time student.~~ Under this plan, employees may choose between two levels of coverage.

Section 33 (Pensions) will mirror Section 50 in O&M CBA in light of the parties' agreement to integrate the 788 Clerical Pension with the 788 O&M pension during the 2014 negotiations.

SECTION 34. TUITION ASSISTANCE.

~~When the Agency~~If Metro determines that a course is necessary to improve the knowledge or skills required to satisfactorily perform the employee's current job duties, Metro will pay for 100% of tuition, enrollment and registration fees, laboratory fees, textbooks, required course related materials and student parking. If said course is conducted during working hours, the employee shall be excused from work during those course hours and his/her pay will remain whole.

SECTION 37. ATTENDANCE INCENTIVE.

Every employee who completes six (6) calendar months without any unpaid absences, exclusive of the following:

- ~~—Vacation~~
- ~~—Jury Duty~~
- ~~—Court Subpoena (for Agency business)~~
- ~~—Military Leave~~
- ~~—Union Business~~
- ~~—Funeral Leave~~

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shall receive an incentive bonus of ~~one-two~~ hundred ~~thirty~~ (~~\$200+50~~.00) dollars. The bonus payment to be made within forty-five (45) days following the end of the bonus period. Each six month bonus period will be a calendar period (i.e. January through June and July through December).

Wage increase applies to all classifications:

SECTION 40. JOB TITLES AND RATES OF PAY.

<u>2.25%</u>	<u>3.0%</u>	<u>3.0%</u>
<u>7/1/2019</u>	<u>07/01/2020</u>	<u>07/01/2021</u>

Wage increases effective January 1, 2020 if ratified within three (3) weeks of receipt of the final offer voting document from the Agency. Retroactive wage increases (from July 1, 2019 to December 31, 2019) will be paid within eight (8) months of ratification.

SECTION 40. JOB TITLES AND RATES OF PAY.

~~One Time Payment: As part of each senior member's overall compensation and for such member's service to Metro, such members will receive a one time before tax payment of Nine Hundred Dollars (\$900.00) if hired as a full time employee before July 1, 2006. Full time employees hired after July 1, 2006 will receive a one time before tax payment of Three Hundred and Fifty Dollars (\$350.00) and part time employees will receive a one time before tax payment of Two Hundred and Twenty five Dollars (\$225). Employees must be active union employees at the time of contract ratification or must have retired between June 1, 2006 and the ratification date of this contract to receive the one time payment.~~

SECTION 40. JOB TITLES AND RATES OF PAY.

G. WORK LEADER AND TRAINING PAY

(1) WORK LEADERS. An employee designated by Management to serve as a Work Leader shall receive an additional one dollar (\$1.25) per hour over his/her regular hourly rate of pay during times he/she is serving as a Work Leader. Work Leaders shall assign work, assure that employees in the Unit are working effectively, provide instruction and guidance to other employees, execute paperwork and perform such other work as is required for the efficient operation of the unit to which he/she is assigned. In the absence of the regular supervisor, a Work Leader may be relieved of his/her regular work responsibilities in order to function more effectively as a leader, providing, however, the Work Leader shall not be required or allowed to exercise any disciplinary authority.

(2) TRAINING. Employees who are assigned to provide training to other employees shall receive an additional one dollar (\$1.25) per hour over his/her regular hourly rate of pay for each hour of such training work. Training assignments will be made to employees who are voluntarily willing to provide the training.

SECTION 40. JOB TITLES AND RATES OF PAY.

H. Employees assigned to work a second shift with starting time after 3:00 p.m. shall receive a fifteen (~~\$0.4530~~) cents shift differential. Employees who are assigned to a third

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shift with starting time of 10:00 p.m. or after shall receive a thirty (\$0.~~30~~60) cents shift differential.

SECTION 42. INVALIDITY OF CONTRACTUAL PROVISIONS

In the event any provisions of this contract dealing with conditions affecting the wages or any other economic benefits of the employees are declared to be invalid or void by the legislature or court decisions of the States of Missouri or Illinois or the United States Government, then, the parties hereto agree to meet and re-negotiate the provisions so affected. Affected provisions of the contract will be interpreted in a fashion consistent with any such statutes and/or court decisions. All other terms and conditions of this contract shall remain in full force and effect.

The Agency will execute a Letter of Understanding formalizing an arrangement whereby employees will contribute an additional five dollars (\$5.00) per week to the Local 788 Pension Plan (1) to fund an increase in the benefit multiplier from \$55 to \$60 per year of service for active employees who retire with 25 or more years of service for service earned after the effective date of the change (non-retroactive), and (2) to reduce unfunded plan liabilities. Under the terms of the LOU, at such time as the Pension Plan reaches 85% funding, the overall contribution will not change, but the employee contribution will be reduced by \$3.50 per week and the Agency will increase its contribution by \$3.50 per week under the normal cost sharing arrangements provided under both the Plan and the parties' collective bargaining agreement.

The Agency will execute a Letter of Understanding committing to meet with the Union's designated representatives on a quarterly basis during the term of the 2019-22 Agreement to discuss potential changes to the ATU 788 Pension Plan. This joint labor-management committee will develop a set of mutually agreeable Pension Plan reforms within eighteen (18) months of their first meeting

The Agency will agree to execute a Letter of Understanding committing to: (1) negotiate changes to the clerical bargaining unit job descriptions within twelve (12) months of the execution of the 2019-22 Collective Bargaining Agreement; and (2) complete a compensation study for clerical unit bargaining unit positions consistent with the revised job descriptions within twenty-four (24) months of the execution of the 2019-22 Collective Bargaining Agreement.

RETROACTIVE WAGE INCREASES (FROM JULY 1, 2019 TO DECEMBER 31, 2019) WILL BE PAID WITHIN EIGHT (8) MONTHS OF RATIFICATION.