

TARC BOARD OF DIRECTORS MEETING



Meeting Notice:

Pursuant to KRS 96.A, the TARC Board of Directors is to meet monthly. The next meeting will be held at:

**TARC's Headquarters, Board Room
1000 W. Broadway, Louisville, KY 40203**

Thursday, December 1, 2022 at 9:00 a.m.

This meeting is also being held via teleconference as permitted by KRS 61.826.

Members of the public and/or TARC staff may watch a livestream of the meeting by going to www.facebook.com/ridetarc; the livestream will be at the top of the page; No Facebook account is needed. Public comments may be submitted in the chat feature, please include your name in the chat.

Pursuant to the Americans with Disabilities Act, persons with a disability may request a reasonable accommodation for assistance with the meeting or meeting materials. Please contact Ashlie Woods at 502.561.5108. Requests made as early as possible will allow time to arrange accommodation.

TARC BOARD OF DIRECTORS MEETING

Agenda – December 1, 2022



I.	Quorum Call/Call to Order	Carla Dearing	9:00
II.	Action Items		9:00 – 9:45
	a. Resolution 2022 – 30 TARC-ATU Collective Bargaining Agreement (Pending ATU approval on November 30,2022)	Carrie Butler	
	b. Resolution 2022 – 31 Calendar Year 2023 Meeting Dates	Carrie Butler	
	c. Resolution 2022 – 32 Workers Compensation Administration Services	Maria Harris	
	d. Resolution 2022- 33 Facility Wide Printing Services	Jennifer Recktenwald	
	e. Resolution 2020–46 Amendment No.3 Audit Services – Option Year	Matt Abner	
	f. Resolution 2022-34 Fleet Replacement for 2023/4	Geoffrey Hobin	
	g. Approval of October and November Meeting Minutes	Board of Directors	
III.	Staff Reports and Presentations (<i>pending completion</i>)		9:45 – 10:00
	a. October 2022 (FY 2023) Financials	Tonya Carter	
	b. TARC Monthly Performance Report	Carrie Butler/Staff	
IV.	Old Business		10:00 - 10:10
	a. CLOSED SESSION		
	b. Officer Elections		
V.	New Business		
VI.	Chair's Report and Subcommittee Reports	Carla Dearing	10:10 – 10:20
	a. Finance	Carla Dearing	
	b. Strategic Planning and Technology	Ted Smith	
	c. Customer Service	Jan Day	
	d. Human Resources	Tawanda Owsley	
VII.	Public Comment	Pat Mulvihill	10:20 - 10:25
VIII.	Proposed Agenda / Procurements	Carrie Butler	10:25 - 10:30
	a. Proposed Agenda/Action Items:		
	i. TBD		
	ii. TBD		
	iii. TBD		

TARC BOARD OF DIRECTORS MEETING



b. Active Procurements

- i. On Board Technology
- ii. Mobile Ticketing Fare Payment Solution
- iii. Architecture, Engineering and Planning Request for Qualifications
- iv. Marketing, Advertising and Public Relations Professional Services
- v. Assorted Capital Projects: Renovation of Diesel Floor Trenches; Facility Wide Building Maintenance and Construction IDIQ

IX. Adjournment

Carla Dearing

10:35



MEMORANDUM

To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: December 1, 2022

Re: Resolution 2022 – 30 TARC-ATU Local 1447 Collective Bargaining Agreement (CBA)

In June 2022, the Transit Authority of River City (TARC) began contract negotiations with the Amalgamated Transit Union (ATU) Local 1447 to negotiate the collective bargaining agreement between TARC and the Union that expired August 31, 2022.

A tentative agreement was reached on November 17, 2022. The agreement was presented by ATU on November 30, 2022 and approved by its membership.

The following list briefly summarizes the key terms of the contract and the attached resolution seeks to formally adopt the contract.

- Term of Agreement is two (2) years. September 1, 2022 through August 31, 2024.
- Wage increases of 6% in year one, and 4% in year two for a total of 10% over the life of the contract.
- Continued coverage of 95% of health insurance cost for all employees.
- Increase from \$30 to up to \$75 for CDL reimbursement for Transportation and Maintenance employees.
- Increase from \$420 to \$450 in Uniform Allowance for Transportation employees.
- Increase from \$180 to \$250 in Shoe Allowance for Maintenance employees.
- Increase from \$435 to \$500 in Tool Allowance for Maintenance employees.
- Increase from \$1.45 to \$3.00 per hour in instructor pay (in addition to hourly wage) for Transportation and Maintenance employees.
- Added Juneteenth as a holiday (observed on June 19 in 2023 and 2024) for all employees.

The TARC management team is recommending the Board approve the proposed CBA.

Please contact me at 502-561-5100 with any questions. Thank you.



RESOLUTION 2022 - 30

TARC and Amalgamated Transit Union Local 1447 Collective Bargaining Agreement

A resolution approving a contract between TARC and Amalgamated Transit Union (ATU) Local 1447, for the period of September 1, 2022 through August 31, 2024:

WHEREAS, Amalgamated Transit Union, Local 1447, is the duly authorized bargaining agent for TARC's bargaining unit employees, and;

WHEREAS, the previous contract between TARC and Amalgamated Transit Union, Local 1447, expired August 31, 2022 and;

WHEREAS, both TARC and Amalgamated Transit Union, Local 1447, have negotiated a proposed contract, and;

WHEREAS, the membership of Amalgamated Transit Union, Local 1447 ratified the proposed contract at a meeting held on November 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that;

The Executive Director is authorized to execute a contract with Amalgamated Transit Union, Local 1447, effective September 1, 2022 through August 31, 2024.

The Executive Director is authorized to finalize contract language in general agreement with the attached outline.

Adopted this 1st DAY of DECEMBER 2022

Carla Dearing, Vice Chair of the Board of Directors

AGREEMENT

between

TRANSIT AUTHORITY OF RIVER CITY

"TARC"

and

**AMALGAMATED TRANSIT UNION
Local Union 1447, AFL-CIO**

"UNION"

Effective September 1, ~~2019~~[2022](#)

Expires August 31, ~~2022~~[2024](#)

TABLE OF CONTENTS

<u>PART</u>	<u>SECTION NUMBER & TITLE</u>	<u>PAGE NO.</u>
I	General	
	1. Duration of Agreement	1
	2. Union-Management Responsibilities	1
	3. Union Rights	2
	a. Recognition	2
	b. Union Security	2
	c. Representatives	2
	d. Check-Offs	3
	(1) Dues, Assessments & Fees	3
	(2) COPE	3
	e. Bulletin Board	3
	f. Buttons, Patch, and Cap	4
	g. New Employee Orientation	4
	h. Hiring of Relatives	4
	4. Management Rights	4
	5. Probationary Period	5
	6. Grievance and Arbitration Procedure	5
	a. Steps in Grievance Procedure	6
	b. Mediation	7
	c. Arbitration Request	7
	d. Arbitration Panel	8
	e. Arbitration Final and Binding	8
	f. Back Pay Provision	8
	g. Matters Agreed Upon	8
	h. Additional Claims	8
	7. Layoff and Recall	9
	a. Basis for Layoff	9
	b. Recall Procedure	9
	c. Opportunity to Qualify	10
	8. Vacations	10
	a. Union Business and Worker's Compensation	10
	b. Departmental Seniority	11
	c. Vacation Choose-up	11
	d. Basis of Payment	11
	e. Pay for Separated Employees	12
	f. Forfeit Pay	12
	g. Day-At-a-Time Vacation	12

9.	Paid Holidays	13
	a. Basis of Payment	13
	b. During Vacation Period	14
	c. During Leave Period	14
	d. Sunday Holiday	14
	e. Veterans Day Off	14
10.	Health and Welfare	14
	a. Medical, Dental and Vision Insurance	15
	b. Life Insurance	16
	c. Felonious Assault Coverage	16
	d. Sick Pay	16
	e. Disability Insurance	19
	f. Supplement to Worker's Compensation Payments	19
11.	Pensions	20
	a. Amended Retirement Plan for Employees of TARC	20
	b. CERS	21
12.	Court Service and Jury Duty	21
	a. Court Service	21
	b. Jury Duty	21
13.	Leaves of Absence	22
	a. Union or Promotion Leave	22
	b. Ordinary Leave	22
	c. Extended Leave	22
	d. Funeral Leave	23
	e. Military Leave	23
14.	Miscellaneous - General	24
	a. Notice to Other Party	24
	b. Free Transportation	24
	c. Commercial Driver License and Operator's License	24
	d. Counsel for Traffic Violations	24
	e. Employee Safety	25
	f. Temporary Transfers	25
	g. Service Record and Personnel File	25
	h. Pay Day	25
	i. Injury on Duty	25
	j. Emergency Procedure	25
	k. Assurance of Service Delivery for Major Special Events	26

II Transportation Department: Wages, Hours, Working Conditions & Procedures

15.	Seniority	26
	a. TARC or Company Seniority	26

	b. Departmental Seniority	27
	c. Full-time Operator Seniority	27
	d. Part-time Operator Seniority	27
	e. Seniority Lists	27
	f. Seniority After Promotion	27
16.	Overtime	27
	a. Daily	28
	b. Weekly	28
	c. On Off Days	28
	d. During Time Off	28
	e. Overtime shall be assigned as follows:	28
	General Conditions	28
	(1) Suspended Operators	28
	(2) Clerks and Radio Operators	28
	(3) While Working in Non-Bargaining Position	29
	(4) Denial of Overtime	29
	(5) Overtime Rotation	29
17.	Transferring and Job Posting	29
	a. Divisional Transfer	30
	b. Line Transfer	30
	c. Vehicle Change	30
	d. Subbing	30
	e. Job Posting	30
18.	Classes of Runs	31
	a. Regular Runs	31
	b. Straight Runs	31
	c. Split Runs	31
	d. Four Day/10 Hour Runs	31
19.	Choose-up Procedure	32
	a. Three or More Per Year	32
	b. <u>Departmental Seniority Once Per Year</u> <u>32</u>	
	c. Conducted by Union	32
	d. Proper Notice	33
	e. Runs and Days Off	33
	f. Seniority Consideration	33
	g. Time Limit	33
	h. Absence During Choose-up	34
	i. Ability to Change Choice	34
	j. Assignment of Unchosen Spots	34
	k. Demand or Emergency	34
	l. Partial Choose-up	34

	m. Filling Vacant Positions	35
	n. Spot Vacant More Than 60 Days	35
	o. During "Bump" or Derby Choose-up	36
	p. Special Choose-ups	36
20.	Additional Items of Compensation	36
	a. Pull Out and Pull In Time	36
	b. Relief Time	37
	c. Travel Time	37
	d. Report Time	37
	e. Guarantee Pay	37
	f. Elapsed Time	38
	g. Spread Time	38
	h. Tripper Pay	38
	i. Instruction Pay	38
21.	Extra Board Operators	38
	a. Daily Markup	38
	b. Allocation of Extra Work	39
	c. No Shine People Available	39
	d. Note From Extra Operator	39
	e. Janitors' Extra List	39
22.	Part-Time Operators	40
	a. Union Coverage	40
	b. 25 Hour Weekly Limit	40
	c. Limit	40
	d. Hourly Rate	40
	e. Pay For Time Worked	40
	f. Fringe Benefits	40
	g. Seniority	41
	h. Probationary Period	41
	i. Advancement to Full-Time Operator	41
	j. Lay-Off Procedure	41
	k. Full-time to Part-time	42
23.	Miscellaneous - Transportation Department	42
	a. Accident Reports	42
	b. Badge and Equipment	42
	c. Call for Emergency Duty	42
	d. 9 Hour Lapse After Late Run	42
	e. Uniform Design and Allowance	42
	f. Derby Day Work	43
	g. Bulletins	43
	h. Notification of Write-up	43
	i. Part-Time Clerks	44

**III Maintenance Department: Wages, Hours,
Working Conditions & Procedures**

24.	Seniority	44
	a. TARC or Company Seniority	44
	b. Departmental Seniority	45
	c. Technical Division Seniority	45
	d. Classification Seniority	45
	e. General Seniority Provisions	45
25.	Overtime	46
	a. Daily	46
	b. Weekly	46
	c. Sunday Work	47
	d. On Off Days	47
	e. During Time Off	47
	f. General Conditions	47
	(1) Overtime Rotation	47
	(2) While Working as Supervisor	48
26.	Job Posting	48
	a. Consideration for Award	48
	b. Effective Date of Change	50
	c. Elimination of Job	50
	d. Bidding During Vacation	50
	e. Six Month Minimum	50
	f. Temporary Jobs	51
	g. Temporary Assignments	52
27.	Testing and Training	52
	a. Highly Technical Positions	53
	b. New Technical Division Employees	53
	c. Present and New Service Division Employees	54
	d. Apprenticeship Program	55
28.	Miscellaneous - Maintenance Department	55
	a. Prearranged and Emergency Callouts	55
	b. Tools: At Cost and Annual Allowance	55
	c. Protective Clothing and Safety Equipment	56
	d. Supervisor on Service Runs	56
	e. Night Shifts in Maintenance Department	56
	f. Safety Program	56
	g. Uniforms	56
	h. Derby Day Work	57
	i. Cleanup Time	57
	j. Instruction Pay	57

k. Safety Shoes	57
l. Four Day Work Week 29 th Street Maintenance	57
m. Notification of Write Up	58
n. Certifications	58

IV	Exhibit A, Basic Wages –Transportation & Maintenance Department	61
V	Exhibit B, Basic Wages –Maintenance Department Sick Pay MOA	62
VI	Exhibit C, Cost-of-Living Allowance	66
VII	Exhibit D, Transportation Memorandum of Agreement	67
VIII	Exhibit E, Amendment to Contract	68

AGREEMENT

This AGREEMENT, made and entered into by and between the Transit Authority of River City and its successors, lessees, if any, and upon any assignment hereof, its assigns (each hereinafter referred to as "TARC") and the Amalgamated Transit Union, Local Union 1447, AFL-CIO (hereinafter referred to as the "UNION").

The Union and TARC are hereinafter sometimes referred to as "party" or "parties".

PART I, GENERAL

Sec. 1, DURATION OF AGREEMENT: The agreement shall remain in effect for ~~three~~ ~~(3)~~two (2) years from and after September 1, ~~2019-2022~~ and from year to year thereafter if neither party shall give the other written notice sixty (60) days prior to August 31, ~~2022-2024~~ or August 31st of each year thereafter, of its desire to negotiate changes in, additions to, or deletions from the existing agreement.

This document contains the entire Agreement and neither the Union nor TARC has made any representation to the other which is not contained herein, all past practices to the contrary notwithstanding. Any future supplemental Agreements between TARC and the Union shall be in writing and agreed to by both parties.

If any part of this Agreement is held to be illegal or in conflict with law, the rest of it shall remain in full force and effect.

Sec. 2, UNION-MANAGEMENT RESPONSIBILITIES: It is expressly understood and agreed that TARC is a public utility rendering an essential public service. Efficient and uninterrupted service should be furnished to the public, and to that end, during the term of this Agreement, TARC agrees that the employees will not be locked out, and the Union agrees that there shall be no strike, cessation or slowdown of work. The Union recognizes that its members are public employees with a

duty to serve the public; therefore, it denounces "wildcat" strikes and other unauthorized work stoppages and/or slowdowns.

Both the Union and TARC agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, sex, or disability.

Sec. 3, UNION RIGHTS: (a) Recognition: TARC hereby recognizes the Amalgamated Transit Union, Local 1447 as the sole and exclusive representative in respect to wages, hours and working conditions of its employees, contained in the Bargaining Unit as defined by the National Labor Relations Board; namely, "All employees of the Employer employed in the carrying on of its business and operations in the entire service area, excluding executives, professional employees, maintenance office manager, schedule makers, traffic checkers, purchasing and stores, cashier, assistant cashier, charter supervisor, customer service supervisor, information specialists, employees in the Safety Department, secretaries and office clerical employees, messengers, dispatchers and supervisors as defined in the Act." TARC and the Union agree this language does not apply to experimental routes.

(b) Union Security: During the term of this Agreement, all present bargaining unit employees of TARC shall be eligible for membership under the Constitution and Bylaws of the Union and ~~shall~~ may pay all dues and assessments in accordance ~~with~~ with such Kentucky Law. New bargaining unit employees shall be eligible for membership ninety (90) days after date of employment.

(c) Representatives: The representatives of the Union may receive, but not solicit, and may discuss complaints and grievances of employees on the premises and time of TARC, but only to such extent as does not unreasonably neglect, ~~retard~~ or interfere with the work and duties of such representative for the Union or with the work or duties of employees.

The Union shall furnish TARC with a list of its duly certified representatives whenever a change is made or within four (4) working days after receiving a request from TARC.

~~TARC will notify the Union of any contemplated transfer of any certified Union representative.~~

(d) Check-Offs; (1) Dues, Assessments & Fees; TARC will deduct from the wages of each employee in the bargaining unit the Union dues, assessments equally applicable and an initiation fee of each individual employee who has signed an authorization card which has been delivered to TARC to make such deduction.

Such deductions will be made once each month and shall be made from the first payment of wages or vacation pay made to the employee by TARC in that calendar month. The amount so deducted shall be paid by TARC to the Union within five (5) days after the deductions are made. Upon issuance and transmission of a check to the Union, TARC's responsibility shall cease with respect to deductions covered thereby. TARC shall not be bound in any manner to see to the application of the proceeds of any check, to investigate the authority of any Union officer, to certify the amount of dues to be deducted or to accept or collect any check. The Union hereby undertakes to indemnify and hold harmless from all claims against it for or on account of any deduction made from the wages of any employee.

Deductions required by law, garnishments, and deductions for the payment of indebtedness to TARC shall have priority over deductions for Union dues.

(2) COPE; TARC agrees to honor contribution deduction authorizations from its employees who are Union members, who have signed an authorization card, which has been delivered to TARC to make such deduction. These voluntary COPE contributions are subject to revocation by the employee at any time by written notification to the Union and TARC.

(e) **Bulletin Board:** TARC will provide bulletin boards encased in glass for posting information of concern to the employees. No material shall be posted thereon except notices of meetings, social occasions of employees and matters pertaining to Union business. All posted material shall be signed by an officer of the Union. No bulletin, letter or information over the Union's signature, or the signature of its officers, shall contain any personal or derogatory attack upon any employee, official of TARC, TARC itself, or any other person.

(f) **Buttons, Patch, and Cap:** Members of the Union may wear the regulation Union button and patch while on duty. In addition, TARC and the Union ~~will~~ may jointly agree on the design of a dual logo for use on an approved uniform cap ~~and the style and design of a Union jacket~~ suitable for wearing as part of the official uniform.

(g) **New Employee Orientation:** The Union shall be allowed to conduct an orientation of up to one (1) hour for all new employees that will be members of the bargaining unit. For operators, this orientation will be scheduled during training. For maintenance employees, it will be scheduled during the first week of employment.

(h) **Hiring of Relatives:** Hiring of relatives of employees shall be permitted at TARC. in accordance with the policy of TARC (known as "Employment of Relatives") adopted in May, 1992.

Sec. 4. MANAGEMENT RIGHTS: Except as otherwise expressly limited by this Agreement and subject to the employee's or the Union's right to present grievances as hereinafter provided, the management of TARC and the direction of the work force is vested exclusively with TARC. These prerogatives include the right to hire, classify, assign, suspend, promote, demote, discharge for proper cause, transfer, release employees from duty because of lack of work or for any legitimate reason, or any other condition of employment not specifically provided in this Agreement.

It is agreed that all management prerogatives not specifically limited by this Agreement are reserved to TARC.

Sec. 5, PROBATIONARY PERIOD: By the term "probationary" employees is meant all new full-time employees who have not served ninety (90) days or part-time employees who have not served 180 calendar days in the employ of TARC. [TARC and the Union may jointly extend the probationary period for an additional thirty \(30\) days.](#)

It is understood and agreed that provisions of this Agreement shall not infringe upon or affect in any way the right of TARC to transfer, discipline, suspend or discharge any probationary employee during the term of his/her being a probationary employee for any cause deemed sufficient by TARC, and during this time no grievance can be claimed for him/her by the Union or by the employee for the reasons hereinbefore mentioned.

Sec. 6, GRIEVANCE AND ARBITRATION PROCEDURE: When an employee covered by the terms of this Agreement, or the Union believes that TARC has violated the express terms thereof and that by reason of such violation, his/her or the union's rights arising out of such Agreement have been adversely affected, or any employee to whom this Agreement is applicable claims to be aggrieved by any action of TARC whether occasioned by discharge, suspension or other disciplinary action, he/she or the union, as the case may be, shall be required to follow the procedure hereinafter set forth in presenting the grievance and having the grievance investigated and the merits thereof determined.

When an employee has a problem pertaining to any phase of his/her work, he/she will discuss it with his/her dispatcher or supervisor prior to presenting it to his/her Union representative and before adhering to the normal grievance procedure.

The Union agrees it will cooperate to the best of its ability to assure that the grievance procedure will be utilized and the grievant does not resort to the press or public media.

(a) Steps in Grievance Procedure: [Working days are defined in this section only as Monday-Friday excluding holidays.](#)

|

(1) Step 1: Any employee having a grievance shall informally present his/her grievance with or without a union representative to his/her dispatcher, supervisor, or other employee immediately superior, within four (4) working days of its occurrence. An earnest effort should first be made to settle the complaint informally and personally between the aggrieved employee and the immediate supervisor. The immediate supervisor shall respond within two (2) working days after discussion of the grievance.

(2) Step 2: If the grievance is presented within the time limits described above and not adjusted to the grievant's satisfaction, the grievant shall present a written grievance through a union representative to the appropriate department head or designate within five (5) working days after the immediate supervisor has or should have acted.

Within five (5) working days after receiving the written grievance, the department head shall schedule a meeting with the grievant and union representative, if requested by union or management. The meeting shall be held within ten (10) working days after receiving the written grievance. A meeting may be waived upon mutual agreement of the parties. The department head shall issue a written response within five (5) working days after the meeting or waiver of meeting.

(3) Step 3: If the written grievance is presented within the time limits described above and not adjusted to the grievant's satisfaction, the grievant may present the written grievance through a union representative to the Executive Director or designate within five (5) working days after the department head has or should have acted.

Within five (5) working days after receiving the written grievance, the Executive Director shall schedule a meeting with the grievant and union representative, if requested by union or management. The meeting shall be held within ten (10) working days after receiving the written grievance. A meeting may be waived upon mutual agreement of the parties. The Executive Director shall issue a written response within seven (7) working days after the meeting or waiver of meeting.

The time limits described in the three-step process may be waived or extended by mutual agreement of management by the appropriate department head or Executive Director and the union by the President/Business Agent.

A grievance sustained regarding passing an employee for overtime will be settled by compensating the most eligible employee who files a grievance or informally complains.

(b) Mediation: If, after the grievance procedure has been followed and a mutually satisfactory resolution has not been reached, within sixty (60) calendar days after the date of the written response in Step 3 of the grievance procedure, the union or management may propose mediation of the grievance. If mutually agreed, both parties shall present the grievance for mediation to the Federal Mediation and Conciliation Service or other state or local mediation service.

The grievance may be resolved by mutual agreement during mediation or at any time prior to arbitration. However, in no case shall any advisory opinion issued by the mediator be binding on either party.

Each of the parties shall bear its own expenses related to mediation and shall jointly bear any expenses of the mediator.

(c) Arbitration Request: If a mutually satisfactory resolution is not reached through mediation, the union may request arbitration in writing within thirty (30) calendar days after the date of the mediation hearing. If mediation is not sought, or the parties do not agree to mediate, the union may request arbitration in writing within sixty (60) calendar days after the date of the written response in Step 3 of the grievance procedure. If the union fails to request arbitration within ~~this time~~ either of the aforementioned times as set forth in this subsection (c), then there shall be no further action or recourse.

(d) Arbitration Panel: If a grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit to the parties a panel of

seven (7) arbitrators. Only upon agreement by both parties may a second panel of arbitrators be requested.

The parties, once a panel has been agreed upon, shall alternately strike names from the panel until one name remains; that person shall be the arbitrator.

More than one grievance may be submitted to the arbitrator at the same hearing only if agreed to by both the Company and the Union.

(e) **Arbitration Final and Binding:** In no event may the Arbitrator alter, amend or modify the terms or provisions of this Agreement. The decision of the Arbitrator shall be final and binding on each party. The fees and expenses of the Arbitrator shall be shared equally between TARC and the Union.

(f) **Back Pay Provision:** Should the employee's grievance be sustained by his/her department head or by the Executive Director or by the Arbitrator hereinafter agreed upon, such employee shall receive all or part or none of his/her regular pay for the time lost by suspension as may be agreed upon or determined by the Arbitrator, and shall be restored to his/her full seniority rights.

(g) **Matters Agreed Upon:** No individual may request arbitration of any matter agreed upon between TARC and the Union. Matters agreed upon between TARC and the Union shall be in writing if requested by either party.

(h) **Additional Claims:** No claim shall be asserted under or pursuant to the provisions of this Agreement by any person covered by it, unless he/she has exhausted all remedies provided through and by means of the grievance and arbitration procedure within the time and on the conditions set forth in this Agreement

|

Sec. 7, LAYOFF AND RECALL: (a) Basis for Layoff: When it becomes necessary to lay off employees because of insufficient work, such layoffs shall be made in the inverse order of the departmental seniority held by such employees in their respective division or department. Any affected employee with seniority in more than one department will be allowed to bump in where they have the greatest departmental seniority.

(b) Recall Procedure: When previously laid off employees are recalled, they shall be recalled in inverse order of layoffs. Employees laid off shall be first recalled before any new employee is hired for identical tasks, provided that they have the ability to do the job required to be done. Any employee laid off for any reason shall have recall rights for a period of five (5) years from the date of layoff. TARC shall send notice of recall to the laid off employee by certified mail to the employee's last known address. If the laid off employee moves while laid off, it shall be his/her responsibility to notify the Human Resources Department of TARC, in writing, of his/her new address.

The laid off employee shall notify the Human Resources Department of TARC within fourteen (14) days of the date of the postmark on the recall letter of his/her intent to return to TARC. If he/she does not notify TARC within fourteen (14) days of his/her intent to return, he/she will be stricken from the eligibility list. If the employee does notify TARC of his/her intent to return within the initial fourteen (14) day period, he/she shall then report to work within fifteen (15) days of when he/she notifies TARC of his/her intent to return.

Former employees called back to work as above provided shall be given a fair and reasonable opportunity to qualify, and if they qualify, their previous accumulated seniority shall remain to their credit.

(c) Opportunity to Qualify: Any employee laid off because of insufficient work or the necessity to reduce the work force in any department or division may claim, for the entire period of his/her recall rights, the opportunity to qualify for any job covered by this Agreement which is

available at the time of his/her layoff or at any time during his/her layoff before a new employee is hired for such job provided, in TARC's opinion, he/she has the skill and ability to do the particular job. Recall procedures as outlined in (b) above shall be followed.

Sec. 8, VACATIONS: Employees who have a continuous service record of one (1) year shall be entitled to an annual vacation according to the following schedule, provided that employees have been paid a minimum of 1,248 hours the preceding year:

<u>AMOUNT OF VACATION</u>	<u>YEARS OF SENIORITY</u>
1 wk.	after 1 yr.
2 wks.	after 2 yrs.
3 wks.	after 6 yrs.
4 wks.	after 12 yrs.
5 wks.	after 19 yrs.
6 wks.	after 26 yrs.

Employees who have been paid at least 832 hours, but less than 1,248 hours in the preceding year, shall receive sixty (60) percent of their vacation; employees who have been paid at least 416 hours, but less than 832 hours in the preceding year, shall receive forty (40) percent of their vacation; and employees who have been paid less than 416 hours in the preceding year shall receive no vacation pay.

(a) Union Business and Worker's Compensation: It is agreed that time spent by the elected officers of the Union, except Union officers on leave from TARC who are paid on a full-time basis by the Union, in processing grievances and negotiating agreements with TARC, shall be considered as time paid in computing the hourly requirements referred to above. It is also agreed that time for which TARC pays Worker's Compensation benefits up to a period of six (6) months shall be considered as time paid in computing the hourly requirements referred to above.

|

(b) Departmental Seniority: Vacation time will be picked according to departmental seniority.

Transportation Department employees can take no more than three (3) weeks of their vacation during the months of May, June, July or August of any year unless otherwise agreed to by TARC and the Union.

Assignments of vacation periods shall be determined by the departmental representative of TARC, with due regard to the wishes of the operators in order of seniority and the necessity of providing adequate public service at all times.

(c) Vacation Choose-up: There shall be a vacation choose-up during the months of October, November and December in the Transportation Department. Each employee entitled to a vacation shall be required to choose within two (2) days after it is his/her time to choose. If an employee fails to do so, those below him/her in seniority may choose; however, this will not prevent him/her from later choosing a vacation period still available. Any vacation period which becomes available after the regular choose-up shall be posted within fifteen (15) days.

(d) Basis of Payment: All employees, except extra operators, entitled to a vacation shall be paid, per week of vacation, an amount equivalent to the average of the amount they would have drawn per week at straight time rates without overtime during the period of the vacation. The hours for which vacation time shall be paid shall be equal to the scheduled time of the employee's respective job during the second week preceding his/her vacation.

Extra operators entitled to a vacation shall receive vacation pay, per week of vacation, of forty-two (42) hours at their basic straight time hourly pay rate.

Vacation pay may be paid to each employee either immediately before the vacation period or on the regular payday during vacation. Unless otherwise requested, it shall be paid before the vacation period. Emergency vacations will not be paid in advance.

|

(e) **Pay For Separated Employees:** Any employee eligible for a vacation as provided above who leaves TARC for any cause other than discharge as a result of mishandling TARC's funds, shall be paid vacation pay for work performed during the year in which the employee leaves TARC according to the following guideline:

One twelfth (1/12) of vacation pay shall be paid for each month worked during the year in which an employee leaves the service, provided he/she worked the majority of scheduled work during that month. In determining if an employee worked the majority of scheduled work during a month, vacation taken will be considered an absence from scheduled work except for employees separating due to retirement.

(f) **Forfeit Pay:** Whenever there is a substantial reason not to release an employee for vacation at the time previously allotted, TARC may require the employee to work, and if it does so, shall be required to pay him/her for such period plus a \$100.00 forfeiture. It shall then allocate to the employee another vacation period with pay, as provided above, to begin within sixty (60) days after the end of the period previously allotted.

(g) **Day-At-a-Time Vacation:** Any employee with three (3) weeks vacation may take up to five (5) days one day at a time. Any employee with four (4) weeks or more of vacation time may take up to ten (10) days one day at a time. During the annual vacation choose-up in the Transportation Department, employees electing day-at-a-time vacation may schedule such days, if available, or may select days throughout the year in accordance with established procedures. On or about October 1 of each year, employees who have elected day-at-a-time vacation will schedule any remaining day-at-a-time vacation for that year in accordance with established procedures. Employees who have elected day-at-a-time vacation may choose to be paid for up to two (2) days in lieu of vacation time on the last pay day of the year. TARC will make appropriate revisions to established procedures for day-at-a-time vacation.

Sec. 9, PAID HOLIDAYS: The following days shall be paid holidays for all employees:

New Year's Day, the day celebrated as Dr. Martin Luther King's Birthday, Easter Sunday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and the Employee's Birthday.

(a) Basis of Payment: Employees, other than operators holding regular runs, who work on these holidays shall receive eight (8) hours pay at their basic straight time wage rate, in addition to the pay for their work under regular contract provisions, but in no event will the total pay exceed two (2) times the basic straight time rate of pay for the same hours, except employees who work on a paid holiday on their scheduled off day, or who are not scheduled to work on such day on the holiday schedule, shall be paid at overtime rate in addition to their holiday pay.

Operators holding regular runs who work on these holidays shall be paid for hours worked under regular contract provisions and for hours that their regular runs would pay, including overtime, were the day not a holiday.

Operators holding regular runs who are normally scheduled to work on these holidays but are off due to the operation of a Sunday/holiday schedule, shall be paid for hours that their regular runs would pay, including overtime, were the day not a holiday.

Employees who do not work on these holidays shall be paid at their straight time rate for eight (8) hours provided they work their last scheduled work shift before and their first scheduled work shift after the holiday unless excused by their dispatcher or supervisor. Employees excused or not required to work at the sole discretion of the dispatcher, supervisor or superintendent on their last scheduled work shift before, or their first scheduled work shift after the holiday, will not lose holiday pay.

Employees scheduled or requested to work on these holidays who fail to do so without proper excuse shall receive no compensation for these holidays.

Transportation employees who do not have a run due to operation of Sunday schedules on a holiday will be subject to call if needed due to manpower shortage on these holidays. Those who fail to work without proper excuse shall receive no compensation for these holidays.

(b) During Vacation Period: When a paid holiday falls within the employee's vacation period, it may be taken the day before or day after the vacation period, or the employee may be paid for that day in addition to the full allowance due him/her for the week in which the holiday occurs, provided the employee works his/her last scheduled work shift before and first scheduled work shift after the vacation unless excused by his/her dispatcher or supervisor. This option shall be elected at the time of vacation choose-up.

(c) During Leave Period: Employees on leave of any kind for a period of thirty (30) days or more shall not receive holiday pay.

(d) Sunday Holiday: It is understood that when a holiday falls on a Sunday, the provisions of this section shall apply to the day on which the holiday is officially celebrated and only on that day. This shall be the date on which federal, state, or local governments (or majority of these) officially celebrate the holiday.

(e) Veterans Day Off: Veterans, [and spouses of active duty personnel, providing](#) a copy of their [\(or their spouse's\) DD214 or valid military ID](#) will be granted a paid day off on Veteran's Day.

Sec. 10, HEALTH AND WELFARE: The contracts between TARC and the benefit providers will govern in all matters related to the benefits provided in this section. Exact coverage and conditions for coverage of the benefits will be determined by the terms and conditions of the policy or contract, and TARC will not under any circumstances be liable as an insurer of any of the benefits to employees.

[TARC and the Union shall establish a joint healthcare committee with up to four \(4\) members from TARC and four \(4\) members of the Union. The committee shall meet twice per plan year.](#)

(a) **Medical, Dental and Vision Insurance;** TARC and the Union have agreed to continue group medical plans. TARC will continue to contribute 95% of the premium of the lowest cost plan. The employee will contribute the balance of the cost of the plan selected.

TARC and the Union have agreed to continue the Dental and Vision Plans.

TARC and the Union may, by mutual agreement, arrange with any insurer of their choice to provide group accident, health, dental and hospitalization insurance.

In the event both ~~a husband and a wife~~ legal spouses are employed by TARC, then TARC will pay its share for only one (1) family benefits coverage. The couple may choose whether they prefer TARC to pay its portion on two (2) single or one (1) family coverage basis. If the employee(s) desire more than one (1) family coverage, then they will pay the total premium for additional family coverages beyond the first.

An employee may choose not to be covered by one of the medical plans offered by TARC and become eligible for an "opt out" payment. If the employee has been previously enrolled, his/her last enrollment shall determine qualification for a payment of \$1,500 in lieu of family coverage or \$750 in lieu of single coverage. If the employee has not been previously enrolled, he/she will qualify for a payment of \$1,500 in lieu of family coverage if he/she has a spouse and/or benefit eligible dependents. Otherwise, the employee shall be eligible for a payment of \$750 in lieu of single coverage. Such payment shall be payable on or about December 1. Affirmative written election is required in order to "opt out" and be eligible for the payment. Should an employee's personal circumstances change during the year, resulting in loss of alternate medical coverage, the employee will be eligible for enrollment in one of TARC's medical plans, upon approval of the insurer and TARC. In such cases, the employee will not be eligible for the "opt out" payment.

In the event both ~~a husband and wife~~ legal spouses are employed by TARC, one may elect to "opt out" in accordance with the procedures described above.

TARC will continue to offer an optional program, known as a "Cafeteria Plan", authorized by Section 125 of the Internal Revenue Code, which permits an employee to establish a pre-tax account for the employee's share of medical, dental, vision, and group life insurance premiums and certain other non-reimbursed eligible expenses.

(b) Life Insurance: TARC and the Union have agreed to continue group life insurance coverage for each active employee with the employee paying 10% and TARC paying 90% of the premium. The amount of this coverage shall be \$20,000. This coverage is compulsory upon acceptance of employment. At retirement, an employee may continue \$4,000 of coverage with the retiree paying 100% of the premium.

(c) Felonious Assault Coverage: TARC will pay the premium upon a policy of insurance in the principal amount of one hundred thousand dollars (\$100,000) each against death or total permanent disability by reason of a third party's felonious assault on the person of the insured employee while such employee is performing his/her assigned duties for TARC, and during the course of and in consequence of the commission or attempted commission of robbery, common law or statutory larceny, theft, holdup or any attempt thereat, or hijacking; and as more fully described in Policy Number C-2881 issued by Union Labor Life Insurance Company. Employees to be covered under this policy shall be limited to those exposed to such risk.

(d) Sick Pay: [This provision shall be in effect until September 2023. See Exhibit "B" for sick pay beginning September, 2023.](#) Absence of regular hourly employees from duty, due to illness, shall be permitted with pay only under the following conditions:

(1) There shall be no sick pay allowance during the first twelve (12) months of employment. After one (1) year of continuous employment, a total of ten (10) days absence with pay will be allowed, to be earned at five-sixths (5/6) days per month. All sick pay days as provided by the accumulation above will be based on the prior years' experience (9/1-8/31) of the effective date.

(2) Sick leave will be accumulated for each month in which the employee is not absent for any reason for more than seventy-five (75) hours. Vacation time, the first ninety (90) days of worker's compensation, and part-time union officers on official union business will not be considered absences for this purpose.

(3) The employee must be on the active payroll.

(4) Except as noted in (a), (b), and (c) below, the first three (3) scheduled working days of incapacity due to illness or injury shall not be compensable. Beginning with the fourth (4th) scheduled working day of such illness or injury, the employee will be paid at the usual pay periods at his/her regular straight time rate of eight (8) hours per day for accumulated sick days only.

(a) In the event an employee is hospitalized during the three (3) scheduled working day waiting period, sick leave benefits will be payable beginning with the date of hospitalization.

(b) The three (3) scheduled working day waiting period will be waived for any employee with an accumulation of sick leave exceeding fifty (50) days, from the first day and on all consecutive days of a single period of absence.

(c) At the sole discretion of TARC, the three (3) scheduled working day waiting period may be waived for an employee with fifty (50) days or less of sick leave accumulation in specific cases of serious injury or serious outpatient surgery, even if the employee is not formally hospitalized. TARC's judgment in each case is final.

(5) Sick leave is cumulative to a maximum of one hundred forty-five (145) days. No notification is required on initial call-in. Sick leave will never be paid for in any way other than to compensate for actual illness.

(6) Any unused accumulation of sick leave will be canceled upon the termination of the employee's service with TARC, except in the event of military or other authorized leave of absence.

When an employee retires, there are two options available for the unused sick leave accumulation. TARC will either buy back all accumulated sick leave at the rate of one hundred (100) percent of the employee's pay rate, or it can be considered as time worked to either advance a normal retirement date or to increase service credits.

(7) When a sick leave payment application is not made in good faith, the employee making such an application shall be subject to disciplinary action. TARC may take whatever steps it deems necessary to establish the validity of the claim.

(8) TARC will send a list to the Union each weekday of all Union employees off sick.

(9) The seniority of any employee off sick will be retained provided he/she complies with the rules relative to making a proper report to TARC each thirty (30) days while off sick. In cases of prolonged illness TARC may waive the making of reports each thirty (30) days and will notify the Union of such waiver.

(10) TARC may require a medical examination by a doctor of its choice at any time during the sick leave and likewise shall require such an examination if it is requested by the Union. If the medical examination shows that the employee is able to return to his/her former position, then he/she must report for duty within ten (10) days after being notified by TARC.

(11) An operator who is relieved for sickness while on duty may request to work the following day provided that all extra board operators have received assignments and the off-day overtime list for either runs or trippers, as appropriate, has been exhausted. An operator may notify the dispatcher to be removed from the sick list and be considered for any assignment that may be or become open. Such requests will be considered in order of time received.

(12) TARC will provide employees a report of sick days each September.

(e) **Disability Insurance**: Disability pay benefits shall continue at \$220.00 per week.

An employee who is unable to work by reason of sickness or accident that is not covered by worker's compensation shall be paid disability pay benefits as stated above, as follows:

(1) Payments shall begin on the eighth (8th) consecutive day of disability or after all accumulated sick leave has been exhausted, whichever is later.

(2) Benefits will not be paid for longer than the maximum payment period of twenty-six (26) weeks for any one continuous period of disability, or for two or more periods of disability, unless (1) they are due to entirely different and unrelated causes and are separated by the employee's return to active work for at least one (1) full working day, or (2) they are separated by a continuous period of at least two (2) weeks during which employee is not absent from full-time, active work.

(3) TARC will require a written statement from the employee's physician stating he/she has considered the specific job performed by the employee requesting disability leave and advising the date on which the leave should begin.

(4) Following disability, TARC will require a written statement from the employee's physician authorizing the employee to return to work.

(5) TARC may require a medical examination by a physician of its choice at any time during the leave to determine the validity of the disability leave.

(f) Supplement to Worker's Compensation Payments: Whenever any employee covered by this Agreement becomes unable to perform his/her regular duties, through no fault of that employee, by reason of any injury intentionally inflicted upon him/her, arising out of and in the course of employment with TARC, compensable under the Worker's Compensation Law, TARC will pay such employee a supplemental benefit equal to the difference between his/her normal weekly wage and the disability benefits to which the employee is entitled under said Law, for a period of absence from work due to the same injury not exceeding twenty-six (26) weeks. Payment herein provided for shall be prorated when absence from work due to such injury is for partial weeks. The foregoing supplemental

benefits shall not be deemed to be the payment of wages to said employee within the meaning of the Worker's Compensation Law and TARC hereby waives and foregoes 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.

When an employee is injured during the course of employment and is entitled to disability benefits as provided under the Worker's Compensation Law, TARC will pay such employee a supplemental benefit equal to the difference between what the employee would be entitled to under the Worker's Compensation Law and \$104.00 per week, for a maximum of twenty-six (26) weeks, and for total disability only.

Sec. 11, PENSIONS: TARC and the Union have agreed to continue the Amended Retirement Plan for Employees of TARC covered by this plan at the beginning of this Agreement and the County Employees Retirement System (CERS), an arm of the Kentucky [Public Pension Authority](#), for employees of TARC covered by this plan at the beginning of this Agreement and for all new employees who become eligible for pension coverage.

(a) Amended Retirement Plan for Employees of TARC: This plan became effective January 1, 1960 and has been amended numerous times including the amendments to be effective during the course of this contract. The terms, conditions, and benefits of the plan are contained in a separate document from this labor contract. The Retirement Board, which administers the plan, will report the plan amendments which will occur during the course of this contract to the Internal Revenue Service in order to assure that the plan continues to be a qualified pension plan.

(b) CERS: Effective September 1, 1991, TARC began participation in CERS under the standard participation plan. After September 1, 1991, TARC and the Union have agreed that the CERS plan will be the main retirement plan for TARC employees. All employees not eligible for pension coverage on September 1, 1991, and any new employees hired after that date, will be required to join

the CERS plan as they become eligible for pension coverage. The terms, conditions, and benefits of the CERS plan are regulated by CERS and other appropriate guidelines. Any employee desiring to retire must notify TARC's Human Resource Department in writing at least 60 days in advance of the day the employee intends to retire. Said notification will require mandatory retirement unless: (1) Employee notifies the Human Resources Department within the first 30 days their intent to withdraw their application of retirement. (2) In case of emergency an employee may retire without 60 days notice.

In the future, the Union President will be included in the retirement plan if CERS approves the inclusion and the reimbursement of the retirement contributions and cost can legally and procedurally be made by the Union to TARC.

Sec. 12, COURT SERVICE AND JURY DUTY: (a) Court Service: Employees called upon by TARC to attend court shall be paid their regular rate of pay while so doing. Such employees will in all cases receive not less than their regular day's wages.

(b) Jury Duty: It is agreed that employees shall be released from work for jury duty, but should not suffer any reduction in pay thereby, taking into consideration fees received for such jury duty. The employee must make a reasonable effort to report for whatever work TARC reasonably can make available to him/her.

Any deficiency in the employee's regularly scheduled work day, resulting in the absence for jury duty, shall be paid at the employee's regular rate except that a deduction shall be made for jury fees received. This does not apply to the employee's regularly scheduled days off.

Sec. 13, LEAVES OF ABSENCE:

(a) Union ~~or Promotion~~ Leave: It is agreed that the officers and members of the Union shall be granted leave of absence for Union business when it is requested, provided reasonable notice is given for such

leave of absence. TARC will accept electronic notifications for Union business absences in the form of e-mail and agree to send formal responses of receipt.

It is further agreed that any member of the Union who now holds office or shall be elected to office in the Union, or is required to do any work for the Union which necessitates absence from TARC's employ, or who accepts a position with TARC not covered by this Agreement shall, upon return, be placed in the position, seniority rating and rate of pay under the Agreement to which he/she would be entitled notwithstanding absence as mentioned above. The number of such officials and members of the Union who shall be so absent from TARC's employ shall be restricted to such number as will not interfere with the operations of TARC and in no event more than twelve (12) unless agreed to by TARC.

(b) Ordinary Leave: Employees asking for leave of absence of one (1) day or more may be granted leave in the order in which they file applications, if any such leave of absence is granted.

(c) Extended Leave: Any employee may be granted an extended leave of absence from the service of TARC. If such leave is granted, it shall be in written form and a copy of same sent to the Union. Employees who are granted leave will not be required to report to TARC until the expiration of the granted leave. Any such extended leave shall be considered as suspending the seniority rights and privileges accrued to such employees for the duration of such authorized leave. Upon termination of the period for which said extended leave has been granted, such an employee shall resume his/her status as an employee of TARC upon the same footing as if he/she had not been granted such leave.

(d) Funeral Leave: An employee will be excused from three (3) regularly scheduled work days, with pay, to attend the funeral of a member of his/her immediate family. Immediate family is defined as father, mother, brother, sister, father-in-law, mother-in-law, spouse, children, grandchildren, grandparent of the employee, step-children by current marriage, and current step-parent. Such days

may be taken within a five (5) day period. TARC will review requests for extension of the time period in which funeral leave may be taken on a case-by-case basis.

Funeral leave may be substituted for vacation and the vacation period extended. TARC may require documentation of death and proof of funeral attendance.

(e) Military Leave: TARC will grant an employee ~~up to two (2) weeks time off per year~~, with no loss in pay, to attend training with his/her reserve or guard unit. The individual will be paid the difference, if any, between what he/she received in military pay and what the individual would have received at TARC had he/she worked for the period.

The employee must supply the Accounting Department with a copy of his/her Military Pay Voucher. From the "pay" line of the voucher, TARC will determine if the individual is due any additional pay from TARC.

Extra board operators and maintenance employees will be paid on the basis of the average compensation received during the last six (6) weeks or forty (40) hours per week, whichever is greater. Operators with a regular run will be paid a weekly amount equal to what his/her run would pay at straight time rates.

(f) Union President: TARC shall pay the employer's share of the Union President's health, dental and vision insurance as permitted by the group employee insurance plans. TARC will deduct the employee share of each plan premium from the monthly dues and assessment payment to the Union.

Sec. 14, MISCELLANEOUS - GENERAL: (a) Notice to Other Party: Any notice which the Union desires to give to TARC hereunder may be given by certified mail addressed to TARC at its office, 1000 West Broadway, Louisville, Kentucky 40203, or its official administrative headquarters. Any notices desired to be given by TARC to the Union may be given by certified mail addressed to the Union at 2222 South 9th Street, Louisville, Kentucky 40208, or at such other place as the Union may later designate in writing. Notices may also be in electronic form; email or fax.

(b) **Free Transportation:** Free transportation shall be furnished to all employees on the vehicles of TARC including subsidiary or contracted services if the employee meets eligibility requirements.

(c) **Commercial Driver License and Operator's License:** Any TARC employee who operates a bus or other commercial motor vehicle in the course of employment must comply with the legal requirement to obtain a Commercial Driver License (CDL) of appropriate class and endorsements in his/her state of residence. Maintenance of the CDL is a condition of employment. TARC will pay for the cost of the required DOT physical examination when done by a physician or physician group designated by TARC. TARC shall reimburse employees ~~thirty dollars (\$30.00)~~ up to \$75.00 for a four-year CDL or prorate the amount accordingly if the license is issued for less than four (4) years. Employees will be responsible for the balance of the expense of the CDL and the operator's license.

(d) **Counsel for Traffic Violations:** TARC, if requested, will furnish counsel for any employee arrested for traffic violations while on duty. If an employee is found guilty of the charges resulting from an arrest, then he/she will be required to reimburse TARC for all legal fees of counsel immediately after a decision has been rendered by a court or agency of law.

(e) **Employee Safety:** TARC agrees to fully comply with and enforce all applicable Federal, State, and Local Safety laws, specifically including but not limited to the Public Transportation Safety Program as defined in 49 U.S. Code section 5329. TARC will make a reasonable and good faith effort to correct any health or accident hazards brought to its attention by the Union.

(f) **Temporary Transfers:** Any employee assigned to and doing the work of a higher rated employee shall be paid at the higher rate for the actual time worked, and the time so paid shall accumulate to his/her credit in determining the rate to be paid for the higher rated job, when, if and while classified as a higher rated employee.

|

(g) **Service Record and Personnel File;** When a permanent entry of a non-personal nature is to be entered on the employee's service record, a copy of such entry will be given to the employee and the Union. Any entry of a personal nature shall be exempt from Union notification by TARC. An employee's "Personnel File" (not to be construed with service record) shall only be examined by him/her on written request and only then in the presence of a TARC designated member of management and a Union representative if requested by the employee.

After three (3) years from the date of occurrence, formal warnings and disciplinary notices shall be removed from an employee's personnel file at the request of the employee, except for those serious offenses determined at the discretion of TARC.

(h) **Pay Day;** Pay day shall be on Thursday except where there is a garnishment or other exception caused by conditions or due to circumstances contributed to by the employee.

(i) **Injury on Duty;** Employees who are injured while on duty and who, upon the advice of a medical doctor, are unable to complete their shift on the day of injury will be paid for the unworked portion of their shift.

(j) **Emergency Procedure;** In the event of an emergency or a disaster the Union agrees to forego the call-in procedure in the Agreement and all penalties to TARC thereto, provided said emergency is properly declared by any or all of the following: Federal, State, and/or Local Government officials or their authorized designate.

(k) **Assurance of Service Delivery For Major Special Events;** The Greater Louisville area is host to major special events requiring the safe, reliable, and efficient provision of transit services. These include, but are not limited to, annually, the Kentucky Derby, Kentucky Oaks, and related Kentucky Derby Festival Events such as Thunder Over Louisville; every several years, the Breeders' Cup; and the PGA Championship.

TARC and the Union recognize the joint responsibility to serve the special transportation needs of these events, over and above regular service. To this end, both agree to cooperate to assure that sufficient personnel are available to perform the required work.

Additional work in the Transportation Department on Derby Day will be filled according to Special Choose-up in accordance with Sec. 19 (p).

**PART II,
TRANSPORTATION DEPARTMENT
WAGES, HOURS, WORKING
CONDITIONS AND PROCEDURES**

Attached hereto, marked Exhibit "A", and made a part of this Agreement is the schedule of basic wages for employees in the Transportation Department.

Also attached hereto is Exhibit "C", Cost of Living Allowance. The provisions of Exhibit "C" contained in the Agreement for the period ended August 31, 2001 will not apply and no adjustments will be made in accordance with Exhibit "C" during the term of this contract beginning September 1, ~~2019-2022~~ through August 31, ~~2022-2024~~.

Sec. 15, SENIORITY: There shall be four (4) definitions of seniority in the Transportation Department.

(a) TARC or Company Seniority: The length of service from the original date of employment with ~~Louisville Transit Co. and/or~~ TARC shall be termed company seniority. It shall be used for determining pensions and length of vacations.

(b) Departmental Seniority: The length of service in the Transportation Department shall be termed Transportation departmental seniority. ~~Departmental seniority shall be observed on a divisional~~

~~basis except for layoffs and recalls which shall be on a system wide Transportation Department basis.~~

It shall be used for picking vacations.

(c) Full-time Operator Seniority: An employee's full-time operator seniority consists of the cumulative length of service while continuously employed by TARC as a full-time bus operator. It shall not exceed company or departmental seniority. Full-time operator seniority shall be utilized in choosing runs.

(d) Part-time Operator Seniority: An employee's part-time bus operator seniority consists of the cumulative length of service while continuously employed by TARC as a part-time bus operator. It shall not count toward departmental or company seniority. Part-time operator seniority shall be utilized only for determining layoffs in conjunction with Sec. 22 (j).

(e) Seniority Lists: TARC will ~~post, at each division, two (2)~~ post one seniority lists of operators. ~~One list will include all operators in the order of their seniority. The other list will include all operators at that particular division in the order of their seniority. These lists~~ This list shall be revised semi-annually.

(f) Seniority After Promotion: Any employee promoted to a position not within the bargaining unit shall retain departmental seniority thus far earned for a period of six (6) months.

Sec. 16, OVERTIME: Transportation Department employees shall be compensated at one and one-half (1-1/2) times their straight time basic rate of pay under the following circumstances. However, under no circumstances will time and one-half or premium time of any kind be paid more than once for the same hours nor be cumulative except as stated in (g) of Section 20.

(a) Daily; For all hours worked in excess of eight (8) hours per day.

(b) Weekly; For all hours worked in excess of forty (40) hours in one calendar week.

(c) On Off Days; For all hours worked on scheduled day(s) off.

(d) **During Time Off;** For all time worked before, after or between regular (straight and split) scheduled runs.

(e) **Overtime shall be assigned as follows:**

1. Extra Board
2. Off Day
3. After Operator's Regular Run

GENERAL CONDITIONS

(1) **Suspended Operators;** Operators who are on suspension will not be allowed to work overtime on their off days if the off days fall within the suspension period. When suspension days for one (1) violation are spread over more than one (1) pay period, the provisions of this clause shall apply only during the first pay period in which a part of the suspension is served.

All suspension days must be served within thirty (30) working days of the formal notice of discipline, assuming the employee is available to serve said suspension. If the employee requests economic hardship, final decision will be at the discretion of the department head. Suspension will be waived if suspension days are not served within 30 days with no justifiable reason.

(2) **Clerks and Radio Operators;** Overtime work for the radio operators will first be offered to the full-time off day radio operators on a rotational basis, next to any other available full-time radio operators on a rotational basis, next to off day full-time clerks on a rotational basis, and next to any other available full-time clerks on a rotational basis. If the full-time clerks turn down the overtime, then it will be offered to the next part-time clerk/radio operator that is in line to work. To be eligible for overtime, an employee must be available to work the entire shift. One overtime list for radio operator overtime shall be maintained.

Overtime work for the clerks will first be offered to the full-time off day clerks on a rotational basis, next to any other available full-time clerks on a rotational basis, next to off day radio operators

on a rotational basis, and next to any other available radio operators on a rotational basis. If the full-time radio operators turn down the overtime, then it will be offered to the next part-time clerk/radio operator that is in line to work. To be eligible for overtime, an employee must be available to work the entire shift. One overtime list for clerk overtime shall be maintained.

An exception to the above shall be made where the assignment is for training purposes.

(3) While Working in Non-Bargaining Position: When Transportation Department employees have the opportunity of performing overtime work, but are prevented from doing so at that particular time by serving in a part-time position not covered by this Agreement, they shall be considered as having performed the overtime work and they shall be returned to their normal position on the overtime rotational list.

(4) Denial of Overtime: An operator who fails to perform or to complete his/her regularly scheduled assignment may be denied, at TARC's option, the right to any overtime assignment in that work week.

(5) Overtime Rotation: Any operator eligible for off duty overtime shall not be passed for overtime until contacted by TARC. Any operator who refuses three (3) opportunities to work runs or five (5) opportunities to work trippers between general choose-ups may be removed from the ~~off~~ dayoff-day overtime list, for runs or trippers, as appropriate, until the next general choose-up.

Sec. 17,-TRANSFERRING AND JOB POSTING: (a) **Divisional Transfer:** When it is necessary for TARC to transfer an operator from one division to another, such operator's name shall be placed on the divisional seniority list at the division to which he/she is transferred in accordance with the operator's then seniority.

(b) Line Transfer: When a line is transferred from one division to another, operators holding regular runs on such line shall have their names placed on the seniority list at the division to which the

line is assigned in accordance with their then seniority. There shall be a general choose-up before moving to a new division.

(c) Vehicle Change: If and when a rubber-tired vehicle is changed to another type of vehicle or conveyance, operators holding regular runs on such lines who are unable to qualify to operate such vehicles will be allowed to choose runs in accordance with their seniority on the type of vehicle which they are capable of operating, at their division or any other division. The operators will not be required to perform any type of mechanical work on any vehicle.

(d) Subbing: Qualified operators transferred to a new line operated with the same type of equipment or with equipment which such operators are already qualified to operate shall not be required to sub more than two (2) round trips if they are able to learn to operate the route properly in two (2) round trips.

Operators assigned to work a line on which they are not qualified shall be required to sub that line before working another assignment.

(e) Job Posting: Whenever a job covered by this Agreement is open in the Transportation Department, TARC will post on an appropriate bulletin board a statement of the job that is open. Any employee in the department who desires such job shall be entitled to bid for it. An opening for the position of part-time clerk/radio operator shall be filled through the following process:

(1) Prerequisite screening of applicants; advancing only those candidates with satisfactory attendance, loseout, and service records.

(2) Testing of advancing candidates through an objective method determined by management; such testing will include, at a minimum, interpersonal skills, clerical skills, and basic mathematical skills. Advancing candidates must attain a minimum aptitude level on all tests.

(3) Review of departmental seniority of advancing candidates and selection of the candidate with the greatest departmental seniority.

The employee selected for the position of part-time clerk/radio operator shall serve a probationary period of forty-five (45) days actually working in that position (not necessarily consecutive days). At the completion of the probationary period, the part-time clerk/radio operator may become a potential candidate for a clerk or radio operator position.

An opening for the position of full-time clerk or full-time radio operator existing after current full-time clerks and radio operators have had an opportunity to bid for same shall be filled by the non-probationary part-time clerk/radio operator with the greatest office seniority who bids for the position.

Sec. 18, CLASSES OF RUNS: (a) **Regular Runs:** All regular runs shall be made as near eight (8) hours as reasonably practicable. No regular run shall contain more than one (1) non-paid break. Pieces of work tied together and worked through without the intervention of non-paid time shall be considered as one (1) piece of work.

(b) **Straight Runs:** At least forty-five (45) percent of all runs ~~at each division office~~ shall be straight runs to be completed within nine (9) hours, plus meal relief time.

(c) **Split Runs:** At least fifty (50) percent of split runs ~~at each division~~ shall be completed within twelve (12) hours, and no split run shall exceed a spread of thirteen (13) hours.

(d) **Four Day/10 Hour Runs:** At each choose-up, at least twenty (20) and up to 30 ten-hour runs will be posted. Including relief runs, this will allow up to ~~twenty (20)~~thirty (30) operators to choose four day/10 hour runs. Ten (10) hour runs may not be selected in combination with any other regular or split run. Only two of the three scheduled off days must be consecutive. Whenever any operator works a scheduled ten (10) hour run, the provisions of this agreement shall be modified as follows:

- (1) Daily overtime shall be paid for hours worked in excess of ten (10) hours.
- (2) No spread penalty shall be paid.

For operators holding scheduled four day/10 hour runs, vacation time shall be counted at the rate of 1¼ days for each vacation day. An operator eligible to receive paid sick leave who is scheduled to work a ten (10) hour run, whether or not he/she holds the run, shall be paid at the regular straight time rate for ten (10) hours per day. Such sick leave shall be counted at the rate of 1¼ days for each day of sick leave.

Sec. 19, CHOOSE-UP PROCEDURE: When a general choose-up is to be conducted, it will be the responsibility of the individual operator to make himself available on his/her own time when the time for choosing comes up. This will include days off, vacations, etc. The general choose-ups shall be conducted in the following manner:

(a) Three or More Per Year: There shall be at least three (3) choose-ups each year, to be effective in the following months: either January or February; either May or June; and either August or September. Also, when schedule changes require, a complete choose-up shall be conducted.

~~(b) Systemwide Seniority Once Per Year: Systemwide seniority will prevail one (1) time per year for choosing runs on the schedules to be put into effect at school opening in August or September.~~

~~Full-time clerks and radio operators will have a choose-up two (2) times per year in January and July.~~

~~(b) Departmental Seniority: Departmental Seniority will prevail for choosing runs on the schedules to be put into effect. During the holidays the choose-up will include holidays that fall in the choose-up period.~~

~~(1) Full-time clerks and radio operators will have a choose-up two (2) times per year in December and July.~~

(c) Conducted by Union: The choose-up will be conducted by Union personnel selected by the Union officers. A planning/schedule employee will participate in the choose-up to assist with

inputting data and providing information using an automated system when implemented. The Union will continue to cooperate with TARC in the informal choose-up conducted prior to the general choose-up. The general choose-up will be conducted over a period of up to five (5) days and each of the days will be a weekday. The personnel conducting the general choose-up shall be paid not less than eight (8) hours per day.

(d) Proper Notice: ~~The division dispatcher shall notify operators, by bulletin, at least three (3) days prior to the posting of runs that there will be a selection of runs. TARC will attempt to notify all coach operators 30 days prior to the effective date of the change including their date and time to choose. If the operator is unavailable or does not show up at the appointed time, then the dispatcher will choose a run as near as possible to the run that the operator held under the former schedule. Upon return, the operator would work the run chosen for the duration of that choose-up. Schedules will be posted in a designated location in the Transportation Department at least ten (10) days in advance of the effective date of the schedule. Schedules will remain on display for a period of at least twenty four (24) hours before any runs will be chosen. Operator's pick time shall be posted five (5) days prior to the start of the pick.~~

(e) Runs and Days Off: At each general choose-up operators shall be allowed concurrently to pick runs and days off separately from the lists of runs and available days off as posted by TARC.

An operator shall be required to select the same run for as many of his/her five (5) selected work days as the run is scheduled to operate and is available for pick.

(f) Seniority Consideration: Runs will be chosen under the following procedure: The first group of operators at the top of seniority list will be required to report to the chosen location at a specified hour. All subsequent groups of operators from the seniority list will be informed of the hours that they are to be available. If it is necessary to relieve an operator on his/her run in order to be available at the specified hour, such reliefs will be made by regular or extra operators.

(g) **Time Limit:** Each operator shall have ample opportunity to pick, ~~for himself, but~~ No manipulation for the purpose of delaying the pick will be tolerated. No operator shall hold up a pick more than ten (10) minutes. The ~~division dispatcher~~ dispatch manager or TARC designee shall pick for anyone who violates this provision and the choice of run made by ~~the dispatcher that individual~~ will be worked until the next general choose-up. The ~~dispatcher~~ dispatch manager or TARC designee will choose a run as near as possible to the run that the operator held under the former schedules.

(h) **Absence During Choose-up:** If an operator is to be absent, for any reason, during the general choose-up, he/she may leave with the dispatcher the choice of several runs he/she desires in the order of preference. An operator may leave up to six (6) choices. If any of an operator's choices are available when it is time for him/her to choose, then he/she shall be assigned the first applicable choice and shall work that run until the next choose-up. If none of his/her choices are available when it is time for him/her to choose, then he/she shall be assigned a run as near as possible to the runs chosen. Operators that have been off duty for extended periods, such as illness, will also pick a run during the choose-up according to their seniority. ~~Exception: An operator on vacation while the choose-up is in progress will be assigned a run as near to the run he/she held on the previous pick. If an operator is not satisfied with this choice, he/she may pick in upon returning from vacation.~~

(i) **Ability to Change Choice:** Under no circumstances can an operator change choice of run after he/she has signed up if an operator(s) lower in seniority has chosen.

(j) **Assignment of Unchosen Spots:** In the event a run or runs or a position on the extra list is not chosen, then said run or runs or position will be assigned the junior operator in point of seniority on extra board.

(k) **Demand or Emergency:** When a new schedule is to be placed in effect by TARC, the operators shall have an opportunity to choose the respective runs indicated thereon before the new schedule is placed in effect, except in case of demand or emergency.

(l) Partial Choose-up: At any time when a schedule is changed so that the amount of time made on any run has been reduced or increased at least thirty (30) minutes in either marking on or off on any part of the run, or when an operator's run is changed so as to require him/her to work on a line other than the line he/she had picked on, or when an operator's day off is changed, there will be an immediate choose-up on such schedule by all operators whose runs have been affected by the change. Choose-ups will be from the most senior operator affected down, and each operator below the most senior operator whose run is affected will be allowed to choose. Operators allowed to choose runs under this rule may do so on any line operated from their division. Choose-ups will be made as promptly as possible and each operator will take his/her new run as soon as the choose-up is complete. No part of this rule applies to special schedules.

If between the time the operator chooses his/her run and the schedule goes into effect, a run is changed as much as fifteen (15) minutes in either marking on or off, or which would require him/her to work on a line other than the line he/she had picked on, the above provisions of this sub-section (1) will apply.

(m) Filling Vacant Positions: When a regular run becomes vacant, a choose-up will be started immediately among all operators to fill such vacancy, and the person choosing the vacant regular run may take same the next day following such choice. When a position on the extra board becomes vacant, that position will be posted for bid. ~~Except in a bump situation, t~~The person chosen for the vacant regular run or vacant position on the extra board will not be allowed to re-sign on the run or extra board position that he/she held immediately prior to the bid award for a period of at least thirty (30) days.

(n) Spot Vacant More Than 60 Days: When a regular operator is off less than sixty (60) days, his/her run will be rotated among the extra board operators on a daily basis with TARC reserving the right to change the days off of the extra board operators as required. When a regular operator has

been off duty at least sixty (60) days, except when instructing operators, his/her run will be given out for choice. If he/she is off sick, he/she will not be allowed to choose a run until he/she is released in writing by a doctor for work. If an operator on the extra board is off at least sixty (60) days, then his/her spot will become vacant and be put up for bid.

When an operator not actively working during the pick has picked a run but has not returned to work after sixty (60) days from the first day of the new schedule, their chosen run will post for bid. An operator returning to work after a sixty (60) day period will pick from the available posted runs, and if no runs are available to choose, they will go to the extra board. (No operator shall be bumped). Operators returning to work will notify TARC prior to 1:00 p.m. the day before he/she is scheduled to return to his/her assigned run.

~~When an operator returns to work after being off more than sixty (60) days, except for disciplinary reasons, he/she may bump in and automatically take his/her chosen run the 1st day of the following pay period, provided he/she notifies TARC prior to 1:00 P.M the last day of the current pay period. The returning operator will work the extra board according to seniority on a line where he/she is qualified to work until the 1st day of the next pay period. The process will continue until the bump is completed.~~

~~(o) During "Bump" or Derby Choose-up: Runs will be put up for choose-up while a "bump" is going on. Runs will not be put up for choose-up while the Derby Day pick is in progress.~~

(p) Special Choose-ups: Choose-ups for Special Events that occur on Saturdays or Sundays (i.e. Derby or Thunder) shall be conducted in the following order:

1. Special Choose-up by Seniority
2. Extra Board
3. Part-time Operators (Part-time Operators will be permitted to exceed a weekly total of twenty-five (25) hours for hours worked on Derby Day.)

Choose-ups for Special Events (i.e. Oaks or Pegasus) that occur on weekdays shall be filled in the following order:

1. Extra Board
2. Off Day
3. After Operator's Regular Run

Sec. 20, ADDITIONAL ITEMS OF COMPENSATION: During the effective term of this Agreement the employees of the Transportation Department covered by this Agreement shall be compensated for the items listed below:

(a) Pull Out and Pull In Time: Ten (10) minutes time shall be paid operators for reporting and pulling out buses. Ten (10) minutes time shall be paid operators for pulling in, placing in garage and marking off buses.

(b) Relief Time: Five (5) minutes reporting time shall be paid operators who relieve a vehicle on the road at the start of any part of a run after a break of more than one (1) hour. Five (5) minutes mark off time shall be paid operators who are relieved on the road, except for meal relief, at the end of a run or at such time when a travel time is required.

(c) Travel Time: Travel time shall be paid operators from the division office to point of relief, except on split runs where the elapsed time is less than one (1) hour, based on actual running time plus five (5) minutes, provided that the point of relief is three (3) blocks or more from the division office. Reliefs made from within one (1) to three (3) blocks of the division office shall be paid three (3) minutes for each block. If the relief point is less than one (1) block from the division office, then travel time shall not be paid.

(d) Report Time: Extra operators required to report will be paid the actual time they are required to wait at the division office and in no event less than two (2) hours. If they are assigned

work within two (2) hours, the actual waiting time plus working time shall be paid with the total to be no less than two (2) hours. This shall also apply to regular operators called back for extra work.

(e) **Guarantee Pay;** Extra operators, when available for work, shall be guaranteed the equal of forty (40) hours per week at their straight time hourly rates exclusive of work performed on off days. Any extra operator missing on an assignment, absent on account of illness or disability, on leave of absence, or under suspension shall lose eight (8) hours of this guarantee for each day of such absence or suspension. An operator who puts in a memo to his/her dispatcher requesting to be excused from any work in addition to his/her regular assignment, and has the memo approved, shall not be disqualified. If the memo is not approved and the operator refuses additional work, then he/she shall be disqualified for eight (8) hours of the guarantee.

(f) **Elapsed Time;** Elapsed time of less than one (1) hour between pieces of work shall be paid time except for meal relief time.

(g) **Spread Time;** Spread time shall be paid at the rate of one-half (1/2) times the operator's basic straight time rate per hour for all time in excess of eleven hours and fifteen minutes (11-1/4) that any split run may total from the time of reporting at the start of the particular operator's work day to the time of marking off at the conclusion of the particular operator's work day. Such pay shall be in addition to any other overtime or premium pay such operator may be entitled to receive for hours worked in excess of eight (8) in any one day, but the total pay shall not exceed double time. An operator who, at the completion of a run, is required to continue working without a break in work will be covered under the spread time provisions of this paragraph.

(h) **Tripper Pay;** All trippers shall pay not less than two (2) hours. A.M. trippers will be worked by late runs on a voluntary basis. If no one volunteers, the least senior operators are required to get the work out.

(i) **Instruction Pay:** Operators, clerks, and radio operators will be paid ~~\$1.45~~ three dollars (\$3.00) per hour upon contract ratification ~~effective September 3, 2006~~, in addition to their regular rate while instructing students, other clerks, and other radio operators in new duties, respectively.

Sec. 21, EXTRA BOARD OPERATORS: ~~-(a) Daily Markup:~~ The names of all extra operators will be kept on the extra board at each division, and the dispatcher will mark up the extra board for the following day's work at 2:00 p.m. daily. Any operator marking on for the following day's work shall so report no later than 1:00 p.m. The extra work will start with the senior position extra operator available for work each day. Off days are to be marked to the extra board on Friday of each week for the following week. During Derby Week, off days for extra board operators holding the top ten (10) positions shall not be changed. All runs marked out on the extra board will be marked out according to the time they get off. The run getting off the earliest will be marked out to the most senior position on the extra board with the other runs open marked out the same way.

(b) Allocation of Extra Work: Charters of seven (7) hours or more and all regular runs open prior to the daily markup for the following day, will be assigned to extra board operators according to position on the extra board beginning with the first extra board position.

When it is necessary to assign extra work to regular operators, such work will be offered to all regular operators available, according to seniority, as far as is practicable.

When it is necessary to use operators who are on their regular off day, the work will be offered to regular and extra operators in order of seniority, on a rotating basis as far as is practicable.

(c) No Shine People Available: If a day run is open due to a loseout or as a result of an operator calling in sick during the a.m. period, then that work will go to a shine operator if one is available. If there are no shine operators available for this work, then it will go to the next person in line on the extra board who does not have a day run for that day. The runs which become open as a

result of this procedure will be traded to any extra board operator that will give the dispatcher time to get the run out on time.

(d) Note From Extra Operator: An extra board operator is required to leave a note with the dispatcher in the a.m. period if he/she does not want to work overtime. If an extra operator fails to abide by this procedure, then he/she must work what is assigned according to the way the work is signed up.

(e) Janitors' Extra List: Each August during choose-up, operators who wish to work temporarily as a janitor may sign a posted list. Temporary janitor positions will be filled at management's discretion according to departmental seniority. An operator working temporarily as a janitor will receive the top rate janitor pay.

Sec. 22, PART-TIME OPERATORS: TARC is permitted to hire part-time bus operators in accordance with the provisions set forth below:

(a) Union Coverage: Part-time operators shall be covered under the sections of this Agreement dealing with Union membership, Union representation, grievance procedure and arbitration.

(b) 25 Hour Weekly Limit: Part-time operators shall not work more than twenty-five (25) hours per week.

(c) Limit: The maximum number of part-time operators shall not exceed ten (10) percent of the number of full-time bus operators plus eight (8) part-time positions.

(d) Hourly Rate: Part-time operators shall be paid at the same hourly wage rates as full-time bus operators, subject to the hiring progression ~~and cost of living escalations~~. For purposes of applying the hiring progression to part-time operators, 173.3 hours worked shall be credited as one (1) month.

(e) **Pay For Time Worked:** Part-time operators shall be paid for all time during which they are required by TARC to perform any duties. Part-time operators shall not be eligible for time or pay guarantees or for penalty pay provisions.

(f) **Fringe Benefits:** Part-time operators will be eligible for the following fringe benefits:

- (1) Uniform allowance in accordance with Sec. 23(f).
- (2) Free transportation in accordance with Sec. 14(b).
- (3) Payment for court appearances in accordance with Sec. 12(a).
- (4) Payment for jury duty in accordance with Sec. 12(b). Pay for jury duty will be based on scheduled hours of work for that particular day.
- (5) CERS, if eligible under [CERS-KPPA](#) statutes.

(g) **Seniority:** Part-time operators shall accrue seniority only as defined by Sec. 15 (d). A part-time operator who applies and is accepted for employment as a full-time employee shall for all purposes accrue company and departmental seniority only from the date of hire as a full-time employee.

(h) **Probationary Period:** The probationary period for part-time operators shall be 180 days.

(i) **Advancement to Full-Time Operator:** Part-time operators, regardless of date of hire, desiring to be considered for advancement to full-time operator, shall be evaluated on the basis of their loseout, accident, absenteeism, and rules violation record during the twelve (12) months preceding the vacancy. TARC may deny advancement to a part-time operator with an unsatisfactory record.

(j) **Lay-Off Procedure:**

(1) No full-time operator will be laid off while part-time operators are employed except where it is demonstrated that the layoff would have occurred in the absence of part-time operators. In addition, no full-time operators on the payroll as of January 31, 1996, shall be laid off until all part-

time operators are laid off. Any full-time operator employed after January 31, 1996, who is subject to layoff, may exercise the right to become a part-time operator rather than being laid off. If a full-time operator reverts to part-time, the conditions of this Section 22 shall apply as long as the employee remains a part-time operator. Any operator so affected shall continue to be paid according to the wage progression scale and in no case will the operator be paid a lower rate as a part-time operator than that received as a full-time operator. If an affected full-time operator decides not to exercise the right to become a part-time operator and is laid off, he/she shall retain all rights accorded full-time, laid off employees.

(2) When it becomes necessary to lay off part-time bus operators because of insufficient work, such layoffs shall be made in the inverse order of the part-time bus operator seniority held by such employees.

(k) **Full-time to Part-time:** A full-time operator electing to become part-time shall be placed at the bottom of the part-time seniority list, but shall retain all full-time seniority accrued to the date of change in status. A part-time operator desiring to return to full-time must make a written request to the Director of Human Resources. When full-time position(s) are open, former full-time operators who have made a written request will be considered for such positions in order of seniority as a full-time operator before any part-time operators or new applicants are considered.

Sec. 23, MISCELLANEOUS - TRANSPORTATION DEPARTMENT:

(a) **Accident/Incident-Reports:** Operators will fill out accident reports as required by TARC's rules and be paid thirty (30) minutes straight time for same.

Employees called in to the office ~~on TARC business for reasons other than discussion of work performance (positive or negative) for investigations~~ shall receive pay for actual time, not including travel time.

(b) **Badge and Equipment:** Whenever an employee leaves TARC's service, the employee must return the badge and equipment. If the badge or equipment is not returned, the replacement cost shall be deducted from the employee's pay.

(c) **Call For Emergency Duty:** Since elapsed time of less than one (1) hour between pieces of work is paid time, excepting meal relief time, operators with runs or pieces of work having such elapsed time shall remain at the division office subject to call for emergency duty.

(d) **9 Hour Lapse After Late Run:** A lapse of time of at least nine (9) hours shall be mandatory after the completion of a late run before any operator shall be required or permitted to report for the following day's work except in the case of actual emergency.

(e) **Uniform Design and Allowance:** TARC shall have the right to specify from time to time the type and the design of uniform (including sweater, cap and accessories) to be worn by employees while on duty and to prescribe the classes of employees required to wear a uniform. TARC and the Union jointly may specify where the uniform shall be purchased. TARC agrees that it will specify a sport shirt which may be worn during the summer months.

~~An annual uniform allowance shall be paid as soon after September 1 as possible, but not later than the third pay period in the month of September, to all operators, full time clerks and radio operators with more than one (1) year of service. Effective September 1, 2020, the uniform allowance shall be increased from \$395.00 to \$420.00 annually. TARC will provide its employees with more than one year of service with a \$450.00 annual allowance for the purchase of uniforms no later than the 3rd pay period in September. Verification of uniform purchase will not be required, however, all employees covered in this section will be subject to established disciplinary actions if found out of uniform. No employee will be paid more than one (1) uniform allowance per year, with the exception of 1998, as a result of changing the date on which the uniform allowance is paid. For purposes of this subsection, the year upon which the uniform allowance is based shall be September 1—August 31.~~

(f) **Derby Day Work;** In order to distribute the work on Derby Day, it has been agreed that regular operators holding runs which are due to work on Derby Day will not be allowed to swap their runs for other work unless, in the opinion of TARC, an operator (or operators) is not qualified to work on the Fourth Street line on Derby Day. In that case, the dispatcher may have another operator swap with the disqualified operator. The Union agrees that it will cooperate with TARC to the best of its ability to assure that all work schedules will be filled on Derby Day.

All extra supervisory positions on Derby Day will be included in the special choose-up. _____

(g) **Bulletins;** TARC will post all notices on a bulletin board. After thirty (30) days, these bulletins will be removed and filed in a permanent binder for future reference. [TARC will also provide by e-mail a copy of all memos and bulletins posted to the Union President/Business Agent.](#)

(h) **Notification of Writeup;** When an employee is written up by a supervisor, written notice will be given within twenty-four (24) hours after occurrence.

(i) **Part-Time Clerks;** An individual who has worked as a part-time clerk may turn down one time an offer of a full-time clerk's position. If that individual turns down such an offer a second time, he/she forfeits the right to any future assignments as a clerk. If an individual working as a part-time clerk chooses to change divisions, then he/she foregoes the opportunity to work as a clerk, radio operator or dispatcher at his/her new division. If the individual subsequently transfers back to his/her original division, then he/she may work as a part-time clerk again, but the time, experience and seniority lost by the transfer will be foregone.

PART III

MAINTENANCE DEPARTMENT

WAGES, HOURS, WORKING CONDITIONS AND PROCEDURES

Attached hereto, marked Exhibit "B", and made a part of this Agreement is a schedule of basic wages for employees in the Maintenance Department.

Also attached hereto is Exhibit "C", Cost of Living Allowance. The provisions of Exhibit "C" contained in the Agreement for the period ended August 31, 2001 will not apply and no adjustments will be made in accordance with Exhibit "C" during the term of this contract beginning September 1, ~~2019-2022~~ through August 31, ~~2022-2024~~.

Sec. 24, SENIORITY: There shall be four (4) categories of seniority in the Maintenance Department: company, departmental, technical division and classification. They are defined as follows:

(a) **TARC or Company Seniority:** The length of service from the original date of employment as a full-time employee with ~~Louisville Transit Co. and/or~~ TARC shall be termed company seniority. It shall be used for determining pensions and length of vacations.

(b) **Departmental Seniority:** The length of service in the Maintenance Department shall be termed departmental seniority. It shall be used for picking vacations, for layoff and recall procedures and as a consideration for possible inclusion in training programs. It shall also be considered as mentioned in Section 26(a) for job award in the absence of, or equality in, technical division and classification seniority dates.

(c) **Technical Division Seniority:** The Maintenance Department is divided into two (2) divisions: the technical and the service. The job classifications of the technical division are listed as Group I and II of Exhibit "B". The job classifications of the service division are listed as Groups III and IV of Exhibit "B". The date upon which an individual started working in one of the classifications listed in Group I or II, shall be termed the technical division seniority date. Technical division seniority date shall also be considered as mentioned in Section 26(a) for job award in the absence of, or equality in, classification seniority dates.

|

(d) Classification Seniority: An employee may have two (2) types of classification seniority, 'A' and 'B'. An employee's 'A' classification seniority consists of the cumulative length of service in 'A' classified positions, those listed in Group I, Exhibit "B". An employee's 'B' classification seniority consists of the cumulative length of service in 'B' classified positions, those listed in Group II, Exhibit "B". Classification seniority shall not exceed company, departmental, or technical division seniority. Classification seniority shall be utilized in bidding for any posted job opening or a change in job, and to select another job when a bump occurs. 'B' classification seniority does not count in consideration of award of an 'A' classification job.

(e) General Seniority Provisions:

(1) In the event of a layoff as set out in Section 7(a), an employee in the Maintenance Department shall have the right to exercise him/her departmental seniority to bid for a job in another classification, provided he/she qualifies within sixty (60) days to hold it, subject to the following conditions. An employee in the service division may bid on a job in the technical division only if he/she meets one of the following conditions; employee meets pre-employment minimum qualifications for the technical position, employee has prior classification seniority in an 'A' or 'B' position, employee has completed TARC's technical training program, or employee has a certificate of training equivalent to TARC's technical training program in the judgment of the Director of Maintenance.

The Director of Maintenance shall have the right to determine the individual's qualifications; however, in judging the qualifications the director shall do so reasonably and in keeping with the intent of these provisions.

In the event that an employee in the service division is to be laid off who has greater departmental seniority than one or more technical division employees, an opportunity shall be given, starting with the employee with the most service division seniority, to move into an open job in the

technical division. Should no jobs be open in the technical division, the opportunity will be given, starting with the employee with the most service division seniority, to bump the technical division employee with the least departmental seniority, who shall then be laid off.

(2) TARC will post departmental seniority lists and revise same semi-annually.

Sec. 25, OVERTIME: Maintenance Department employees shall be compensated at one and one-half (1-1/2) times their straight time basic rate of pay under the following circumstances provided, however, that under no circumstances will time and one-half or premium time of any kind be paid more than once for the same hours, nor be cumulative.

(a) **Daily**; For all hours worked in excess of eight (8) hours per day.

(b) **Weekly**; For all hours worked in excess of forty (40) hours in one calendar week.

(c) **Sunday Work**; For all hours worked on Sundays except those employees regularly scheduled to work on Sundays.

(d) **On Off Days**; For all hours worked on scheduled day(s) off.

(e) **During Time Off**; For all time worked before or after regular scheduled shift.

(f) **General Conditions**; (1) **Overtime Rotation**; Overtime work in the Maintenance Department shall be rotated among qualified and eligible employees within each division, except as specifically listed below. Employees eligible for overtime shall not be passed for overtime until contacted by TARC. Employees must be available to work during the time requested by TARC, or the employee shall be considered to have passed that opportunity to work overtime. Overtime subject to rotation shall pay a minimum of four (4) hours at the overtime rate.

In the Technical Division, two (2) overtime lists shall be used. The list used first is designated the "Classification/Job List." It shall consist of all employees holding the same classification and job. An employee changing classification or job location will be added to the Classification/Job List immediately upon moving to the new job or location. The list used second is designated the "Extra

List." It shall consist of all employees qualified by previous classification/job experience, and/or demonstrated ability to work overtime in a particular classification/job, regardless of current classification/job.

Employees who decline overtime after five (5) consecutive attempts, including failure to answer their phone, shall be removed from the extra list for a period of at least 30 days. After the expiration of 30 days, the employee shall be returned to the extra list only after submitting written notification to the department head.

_____An employee desiring to be included on or deleted from a particular extra list(s) shall give written notice to the Director of Maintenance on a form provided by TARC. If qualified, changes shall be effective on the next day following receipt of notice. An employee who requests to be deleted from an extra list may not request to again be included on that list for a period of forty-five (45) days. TARC shall periodically make available training and testing, as time and resources permit, for those employees deemed not to be qualified.

Extra Lists shall be maintained for the following classifications/jobs: Electrician "A", Electrician "A" (29th Street unit shop), Body Repairman "A", Parts Clerk "A", and Mechanic "A" jobs of Wheelchair Lift, Air Conditioning, Brakes, Inspectors, Tune-Up, Diesel Shop, and Automotive Service. 29th Street employees will be added to the 10th Street Extra Service Division overtime list provided written notice is given to the Director of Maintenance. The extra list for service division will be posted and updated at 29th Street.

TARC and the Union may jointly agree to create such additional Extra Lists as necessary for other classifications/jobs.

Overtime not subject to rotation shall be as follows:

- a. In case of general community emergency as outlined in Section 14(j).

b. In case of emergency to assure sufficient equipment for that day's morning or afternoon markout.

c. For completion of a job or task by the same employee within the normal daily duties of him/her job begun on that employee's regularly scheduled work shift.

d. For completion of a road call on TARC equipment.

e. In the event maintenance personnel are called in, they will receive a minimum of four (4) hours guaranteed.

In the Service Division, overtime shall be rotated among all eligible employees, without regard to classification.

(2) While Working as Supervisor: When Maintenance Department employees have the opportunity of performing overtime work but are prevented from doing so by serving as a part-time supervisor at that particular time, they shall be considered as having performed the overtime work, and they shall be returned to their normal position on the overtime rotational list.

Sec. 26, JOB POSTING: (a) Consideration for Award:

(1) Technical Division: Whenever a job covered by this Agreement is open in the Maintenance Department, TARC will post on an appropriate bulletin board a statement and description of the job that is open. Any employee in the department who desires such job shall be entitled to bid for it provided he/she qualifies by examination, with the method of examination to be determined by the management.

The job posting shall define the examination or testing requirements (if any) and the type of test to be given (e.g. written, hands-on). The minimum acceptable level of aptitude shall be specified, and whenever possible, shall be by objective measurement (e.g. test score).

An opening for any job shall be filled through the following process:

(1) Job Posting to determine eligible candidates.

(2) Examination/testing of eligible candidates.

(a) Candidates who have held a tested position in the past must retest and pass every three (3) years to remain eligible. TARC will provide study materials upon request.

(3) Determination by management of candidates achieving minimum acceptable level of aptitude.

(4) The job will be awarded to the candidate achieving the minimum acceptable level of aptitude with the greatest classification seniority, the cumulative time spent in positions classified as 'A' or 'B', as appropriate. In the event classification seniority of two or more such candidates is equal or none have classification seniority in the particular job, then technical division seniority will govern. In the event technical division seniority of two or more such candidates is equal or none have technical division seniority, then departmental seniority will govern.

(2) Service Division:

TARC will post job openings in the service division in the same general manner as those in the technical division. Any employee who desires such job may bid for it. Applicants from outside the Maintenance Department must achieve a minimum acceptable level of aptitude on an entrance level mechanical aptitude test.

An opening for any job shall be filled through the following process:

(1) Job Posting to determine eligible candidates.

(2) If necessary, examination/testing of eligible candidates seeking transfer from other departments.

(3) If necessary, determination by management of candidates achieving minimum acceptable level of aptitude.

(4) The job will be awarded to the candidate with the greatest amount of service division seniority. In the event that none of the candidates have service division seniority, the candidate with the greatest amount of company seniority achieving the minimum acceptable level of aptitude will be awarded the job.

(b) **Effective Date of Change:** Individual job changes ensuing from a sign-up shall be effective with full pay and seniority of that job at the beginning of the next payroll week, even though the employee involved may be required to perform work in a then lower classification or on another shift until all job changes can be properly effected. ~~TARC will make a reasonable effort to make all job changes as quickly as possible.~~ Job changes will take effect within sixty (60) working days after a job is awarded.

(c) **Elimination of Job:** Whenever a job has been changed as a direct result of the elimination of another job, or the working hours or days off have been changed, the employee holding said job shall have the right to choose any other job available to him/her according to seniority and qualifications.

(d) **Bidding During Vacation:** Any employee, before going on vacation, may leave with his/her supervisor a written authorization to allow an employee of him/her choice to bid for him/her on any job openings which might be posted during the employee's absence.

(e) **Six Month Minimum:** Any employee signing on a job shall work that job a minimum of six (6) months, except as noted in the next paragraph below. This shall not apply to promotions from "B" to "A". Also, an employee in the technical division cannot sign down from an "A" to a "B" job or from a technical division to a service division job, except in the case of a layoff.

Employees shall be allowed to sign on other jobs during the six (6) month period. If he/she is awarded any such job, he/she shall work it for a minimum of six (6) months without any opportunity

to sign on another, unless he/she is bumped, except as described in (f) Temporary Jobs: paragraph five below.

(f) Temporary Jobs: If a permanent employee has been or will be off for at least thirty (30) days due to illness, accident, or leave as provided elsewhere in this Agreement, then his/her job will be posted as a temporary position. The job shall be considered temporary for a period of six (6) months from the last date worked by the employee who held the job prior to its last posting. After the six (6) month period, the job shall become the permanent job of the employee then holding it, regardless of the time he/she has held it as a temporary job. Should an employee resign or retire who has been off more than thirty (30) days and whose job is held by another employee as temporary, the job shall become permanent upon official notification to TARC of the employee's resignation or retirement.

In the technical division, the individual signing on the temporary job will be allowed to gain all seniority in the classification from the date of signup.

If the permanent employee fails to return to his/her job in a period of six (6) months from the time he/she left to the date of return, then the job will become permanent and the temporary employee will be allowed to maintain that job and obtain permanent status. The returning employee will be allowed to bump into a job wherever his/her classification seniority will allow, if employed in the technical division, or wherever his/her service division seniority will allow, if employed in the service division. An employee bumped from a job as a consequence of the return to work of an employee who has been off more than six (6) months, whether bumped directly by the returning employee or another affected employee, shall have the right to bump into any job in accordance with the qualification and seniority provisions of Section 26 (a).

If the permanent employee returns prior to the expiration of the six (6) month period, then he/she will be allowed to resume his/her former job, except as described below, and all temporary

employees will revert to their former jobs held prior to the temporary openings, and this job award will not be held against his/her six (6) month sign-up. A returning employee who has been off from work for six (6) months or less may be bumped from the job he/she held prior to his/her absence by the employee then holding the position as a temporary job, if the employee holding the temporary job bumped into that position and has greater seniority in accordance with Section 24 (d).

This procedure is applicable in all positions in the Maintenance Department with the exception of the highly technical positions in the Unit Shop area and the positions of electronic technicians. Employees must qualify on these positions as a result of the provisions of this Agreement.

(g) Temporary Assignments: Temporary assignments shall not exceed forty-five (45) days at a time. During a temporary assignment, an employee's job may not be filled by another employee. ~~Temporary assignments shall be given to employees who are qualified to perform the work based on seniority. Temporary assignments shall be filled in the following order: Mechanic "B" Utility, Mechanic "A" Utility, and Mechanic "A". Notification of temporary assignments will be given five (5) working days in advance.~~

Sec. 27, TESTING AND TRAINING: The Maintenance Department shall be composed of two (2) divisions, the service division and the technical division. The service division will consist of those in Groups III and IV of Exhibit "B". The technical division will consist of all people in Groups I and II of Exhibit "B", the trainees, apprentices, and the helpers.

(a) Highly Technical Positions: Highly technical positions shall include but are not necessarily limited to the following classifications and jobs: electronic technician, electrician, machinist, and air conditioning. When a highly technical position comes open, TARC will give employees who sign for this position a test to determine if they are qualified to do the job. If the test results indicate one individual has the qualifications and aptitude to perform the work required, then

that individual will move into the position immediately. If more than one individual has the qualifications and aptitude to perform the work required, then the employee with the most seniority, as outlined in Section 26(a) (1), will be awarded the job. If no employee signs up for the position or no employee can qualify for the position through the signup and testing procedure, then TARC may hire someone to fill the position as soon as possible.

Employees who bid on a job that requires testing and are tested by a TARC Maintenance Trainer may retest every 30 days in an attempt to pass the test. Employees who bid on a job that requires testing which has been purchased or is given by an outside agency who does not successfully pass the test for any tested job will not be re-tested without documented proof that the employee has attended a school or some other type of training to improve his/her skill level for that particular job. A passing score will be a single test score or combined test score, if more than one test is administered, of seventy percent (70%). Testing dates and times will be set at the sole discretion of management.

TARC will make the individual's test results available to any individual who goes through the test procedure.

(b) New Technical Division Employees: An individual hired directly into the technical division for a specific job will be moved into that vacant position and provided a short, on-the-job training and orientation period.

The decision to fill an opening by hiring someone from the outside or by promoting someone from the training program or by selecting someone to enter the training program rests with TARC.

~~(c) **Present and New Service Division Employees:** The Advanced Maintenance Training Program (AMTP) is designed to offer the opportunity for present Service Division employees to learn general basic maintenance skills on their own time, under a curriculum designed and taught by the Maintenance Training Instructor in order to qualify for technical positions. Candidates for~~

~~Service Division positions must pass an entrance level mechanical aptitude test. This includes employees transferring from other departments as well as new applicants.~~

~~TARC agrees to compensate each Maintenance employee \$50.00 upon completion of each of the fifteen (15) sections of the AMTP with a \$1,000.00 bonus upon total completion.~~

~~It will consist of the following segments with approximate length of time for each segment:~~

(1) Basic Bus Maintenance	16 hours
(2) Schematics	24 hours
(3) Brakes	40 hours
(4) Steering	20 hours
(5) Suspension	20 hours
(6) Wheelchair Lift/Ramp	30 hours
(7) Doors	20 hours
(8) Engine (electrical)	40 hours
(9) Transmission (electrical)	40 hours
(10) Drive Axle	20 hours
(11) Preventive Maintenance	40 hours
(12) Electrical	40 hours
(13) Air Conditioning/Heat Systems	30 hours
(14) Basic Computer Skills	16 hours
(15) Body Repair	20 hours

~~Maintenance team members who complete the AMTP will be eligible to sign any open "B" Mechanic position.~~

~~**(d)-(c) Apprenticeship Program;** TARC and the Union will jointly seek to create an apprenticeship program through a partnership with local public schools. The purpose of the~~

program will be to recruit and train ~~high school graduates of mechanical training programs~~ individuals with an interest in becoming mechanics and machinists for TARC.

~~Individuals hired as apprentices will work side by side with Technical Division employees for a period of up to three (3) years.~~ Upon acquiring a CDL and completion of all segments of the training program, an apprentice will be allowed to bid for an open job in the Technical Division.

Apprentices will be eligible to join the union after completing the probationary period. They will be paid a rate fifty cents (50¢) less than a 'B' Mechanic in each step of the wage progression, as described in Exhibit ~~"B", "A"~~ Part #2.

Sec. 28, MISCELLANEOUS - MAINTENANCE DEPARTMENT: (a) Prearranged and Emergency Callouts; Employees covered by this Part III of the Agreement who are called out for prearranged work will be paid time and one-half for the actual number of hours worked. Prearranged work shall be defined as any overtime work offered to an employee during a work shift or at least four (4) hours prior to the scheduled beginning of the work shift if the employee is off duty.

Employees covered by this Part III of the Agreement who are called out for emergency work will be paid time and one-half for the actual number of hours worked plus one (1) hour reporting time at straight time rates. Emergency work shall be defined as any overtime work offered to an off duty employee four (4) or fewer hours prior to the scheduled beginning of the work shift. In no event will they receive less than three (3) hours' pay at straight time rates.

(b) Tools: At Cost and Annual Allowance; TARC will endeavor to provide and make available for purchase by the employees a sufficient supply of first grade tools at cost. An annual tool allowance shall be ~~paid as soon after September 1 as possible, but not later than the third pay period in the month of September~~ available to all those in technical division positions ~~who are members of~~

~~the Union on September 1,~~ except those who worked in the stock room for more than five (5) months in the prior year.

~~Effective September 1, 2020, the tool allowance shall be increased from \$410.00 to \$435.00 annually. TARC will provide maintenance employees with a \$500 annual allowance for the purchase of tools no later than the 3rd pay period in September.~~

(c) Protective Clothing and Safety Equipment: Raincoats, rubber hats and rubber boots of a serviceable nature shall be made available to employees in the Maintenance Department who are required to work outside in wet weather. TARC will make available suitable protective clothing for employees working on the wash rack, in steam cleaning, in battery building and on other jobs when necessary. TARC will furnish all safety equipment as required, including all protective clothing and tools pertaining to Zero Emissions Busses (ZEB) in accordance with OEM recommendations for employees qualified to work on ZEB.

(d) Supervisor on Service Runs: TARC will dispatch a supervisor on service runs at night. Should a supervisor not be available, then two (2) employees will make night service runs.

(e) Night Shifts in Maintenance Department: Regular night shifts in the Maintenance Department, starting between 3:00 p.m. and 3:00 a.m., shall be straight eight (8) hour shifts. Employees on these shifts shall be allowed to eat their lunch on TARC time provided it is done at a time which does not interfere with the operation of TARC.

(f) Safety Program: TARC will continue the safety program in the Maintenance Department in which outstanding safety performance by Maintenance Department employees is recognized.

(g) Uniforms: TARC will furnish 11 (eleven) uniforms every two weeks for eligible 10th Street Maintenance Department employees, including all janitors and 9 (nine) uniforms every two weeks for eligible 29th Street Maintenance employees. Employees will be held responsible for documented shortages.

(h) **Derby Day Work;** There shall be no split shifts on Derby Day for maintenance employees.

(i) **Cleanup Time;** Cleanup time of twenty (20) minutes will be paid at end of each shift. This shall consist of ten (10) minutes for area cleanup and ten (10) minutes for personal cleanup.

(j) **Instruction Pay;** Instructors shall receive an additional ~~\$1.45~~\$3.00 per hour effective ~~September 3, 2006,~~upon contract ratification, for every hour of instruction.

(k) **Safety Shoes;** ~~An annual safety shoe allowance shall be paid as soon after September 1 as possible, but not later than the third pay period in September, to all maintenance employees for the purchase of safety shoes. Effective September 1, 2020 the shoe allowance shall increase from \$155.00 to \$180.00 annually.~~TARC will provide maintenance employees with a \$250 annual allowance for the purchase of safety shoes no later than the 3rd pay period in September. All maintenance employees must wear hard-soled, skid resistant shoes while on duty. TARC will issue guidelines on recommended safety shoes.

(l) **Four Day Work Week – 29th Street;** Subject to the terms and conditions described below, a four (4) day work week comprised of ten (10) hours per regular work day will be established at the 29th Street Maintenance facility. The terms and conditions of establishing the four day work week shall be:

(1) Sick and vacation days for employees working the four day work week shall be prorated at 1 ¼ days (10 hours).

(2) The regular workweek during the period shall be Monday through Thursday. At TARC's discretion, overtime may be requested on off-days or before or after established work hours on regular workdays.

(3) Holiday pay of ten (10) hours shall be paid to eligible employees in accordance with Sec. 9 if the holiday falls on a regular workday and, at management's discretion, the facility is

closed. Holiday pay of eight (8) hours shall be paid to eligible employees in accordance with Sec. 9 if the holiday falls on a scheduled off day or, at management's discretion, the facility is open.

(4) Daily overtime shall be paid for hours worked in excess of ten (10) hours and for all hours worked on scheduled off-days.

(m) Notification of Writeup: When an employee is written up by a supervisor, written notice will be given within twenty-four (24) hours after occurrence.

(n) Certifications: Continuation of previous contract for year one. [Beginning September 1, 2022](#), seven (7) Transit Bus Certifications ~~.25-50~~ cents per hour per certificate per qualification period. Certifications for Medium to Heavy Truck will not be recertified provided Bus Certifications and training materials are available to replace them. Upon expiration of all Medium to Heavy Truck Certifications, the pay associated with those certifications will cease. TARC will not pay for two concurrent certifications for the same subject area.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereunder by their duly authorized officers.

LOCAL UNION 1447, AMALGAMATED TRANSIT UNION, A.F.L.-C.I.O.

By: ~~Mathias Hamilton~~Lillian Brents, President/Business Agent

By: ~~Clarence Weaver~~Brad Henson, Vice President

By: ~~Diona Williams~~Justin Goodman, Financial Secretary

By: ~~Arthur Leslie~~Matthew Staser, 10th St. Executive Board Member

By: ~~Larry Sheffield~~Richard Bailey, 29th St. Executive Board Member

TRANSIT AUTHORITY OF RIVER CITY

By: ~~Cedric Powell~~Carla Dearing, ~~Vice~~-Chairman

By: ~~Ferdinand L. Risco, Jr.~~Carrie Butler, Executive Director

By: ~~Randy Frantz~~Eamon P. Mulvihill, ~~Assistant Executive Director~~General Counsel

By: _____
William Harris, Director of Maintenance

By: _____
Tonya Carter, ~~Director of Finance~~CFO

By: ~~Michelle Bartoszek~~John Lockhart, Director of Transportation

By: ~~Kim Blanton~~Melissa Fuqua, Interim Director of Human Resources

EXHIBIT "A" ~~Part #1~~

~~BASIC~~ WAGES ~~—~~ TRANSPORTATION AND MAINTENANCE DEPARTMENT

Coach Operator		Year 1	Year 2
Top Hourly Rate		\$ 27.70	\$ 28.81
Base Annual Salary	at 2080 hours	\$ 57,616.00	\$59,924.80

Bus Operator
09-01-22 ~~49~~
to
08-31-24
2

1st Twelve
(12) Months 80~~70~~% of Top Operator Wage Rate

2nd Twelve
(12) Months 80~~90~~% of Top Operator Wage Rate

~~3rd Twelve~~
~~(12) Months~~ 90% of Top Operator Wage Rate

Thereafter
(Top Rate) 100% of Top Operator Wage Rate

NOTES: (1) The rate for subbing, attending school, and learning new routes and new vehicles shall be 85% of the operator's present wage rate.

(2) All wage increases shall be prorated against the top operator wage rate.

(3) Twelve-month periods are considered to be full-time equivalent service.

Full Time Clerk and Full Time Radio Operator

		Year 1	Year 2
Hourly Rate		\$ 27.96	\$ 29.08
Base Annual Salary	at 2080 hours	\$ 58,156.80	\$60,486.40

**Maintenance Technical
Group I**

Electronic Technician, Upholsterer, Electrician "A", Machinist "A", Body Repairman "A", Mechanic "A", Painter "A", Parts Clerk, Tune-up

		Year 1	Year 2
Top Hourly Rate		\$ 28.43	\$ 29.57
Base Annual Salary	at 2080 hours	\$ 59,134.40	\$61,505.60

**Maintenance Technical
Group II**

**Mechanic "B", Electrician "B", Painter "B", Maintenance "B", Body Repairman "B",
[Helper](#)**

		Year 1	Year 2
Top Hourly Rate		\$ 27.06	\$ 28.14
Base Annual Salary	at 2080 hours	\$ 56,284.80	\$58,531.20

Maintenance Non-Technical Group III

Hostler, Laborer, Janitor, [Car Coach Cleaner](#), [Parts Cleaner](#), [Sanitizer](#)

		Year 1	Year 2
Top Hourly Rate		\$ 25.03	\$ 26.03
Base Annual Salary	at 2080 hours	\$ 52,062.40	\$54,142.40

Note:

Apprentice at \$0.50 less per hour than Mechanic 'B' - Technical Group II

Note:

The rate for subbing, attending school, and learning new routes and new vehicles shall be 85% of the operator's present wage rate.

All provisions of Exhibit "A" contained in the Agreement for the period ended August 31, 1990 that refer to certain wage rates as a percentage of the top operator rate shall not be effective during the period September 1, 2019 through August 31, 2022, except for rates for subbing, attending school, and learning new routes and new vehicles. In lieu of applying percentage rates to the top operator rate, the hourly rates of pay for employees hired in the Transportation Department prior to December 10, 1995, shall be as follows:

Bus Operator		
01-05-20	8-29-21	02-06-22
To	to	to
8-28-21	2-05-22	08-31-22
\$24.87	\$25.49	\$26.13

NOTE: The rate for subbing, attending school, and learning new routes and new vehicles shall be 85% of the operator's present wage rate.

Full Time Clerk		
01-05-20	8-29-21	02-06-22
To	to	to
8-28-21	2-05-22	08-31-22
\$25.12	25.74	\$26.38

Full time Radio Operator		
01-05-20	08-29-21	02-06-22
To	to	to
08-28-21	02-05-22	08-31-22
\$25.12	25.74	\$26.38

EXHIBIT "A" - Part #2

BASIC WAGES - TRANSPORTATION DEPARTMENT

The hourly rate of pay for employees hired in the Transportation Department on or after December 10, 1995, shall be as follows:

Bus Operator

09-01-19

to

08-31-22

1st Twelve

(12) Months

Rate

70% of Top Operator Wage

2nd Twelve

(12) Months

Rate

80% of Top Operator Wage

3rd Twelve

(12) Months

Rate

90% of Top Operator Wage

Thereafter

(Top Rate)

Rate

100% of Top Operator Wage

NOTES:

(1) The rate for subbing, attending school, and learning new routes and new vehicles shall be 85% of the operator's present wage rate.

(2) All wage increases shall be prorated against the top operator wage rate.

(3) Twelve month periods are considered to be full-time equivalent service.

EXHIBIT "B" — Part #1

BASIC WAGES — MAINTENANCE DEPARTMENT

All provisions of Exhibit "B", Part #1, contained in the Agreement for the period ended August 31, 1990 that refer to certain wage rates as a percentage of the top operator rate shall not be effective during the period September 1, 2019 through August 31, 2022. In lieu of applying percentage rates to the top operator rate, the hourly rates of pay during the term of this agreement for employees in Group I in the Maintenance Department shall be as follows:

TECHNICAL

GROUP I: Upholsterer, Electronic Technician, Electrician "A", Machinist "A", Body Repairman "A", Mechanic "A", Painter "A", Carpenter "A", Parts Clerk "A"

01-05-20	08-29-21	02-06-22
to	to	to
08-28-21	02-05-22	08-31-22

Start	\$25.01	\$25.65	\$26.30
-------	---------	---------	---------

6 Months	\$25.27	\$25.91	\$26.56
----------	---------	---------	---------

1 Year	\$25.53	\$26.17	\$26.82
--------	---------	---------	---------

The hourly rates of pay for employees hired in the Maintenance Department in Groups II, III, and IV prior to September 1, 1982, shall be as follows:

TECHNICAL

GROUP II: Electrician "B", Machinist "B", Body Repairman "B", Mechanic "B", Painter "B", Carpenter "B", Maintenance Clerk, Welder

01-05-20	08-29-21	02-06-22
to	to	to
08-28-21	02-05-22	08-31-22

\$24.27	\$24.91	\$25.56
---------	---------	---------

Helper

01-05-20	08-29-21	02-06-22
to	to	to
08-28-21	02-05-22	08-31-19

\$24.08	\$24.72	\$25.37
---------	---------	---------

~~EXHIBIT "B" PART #1 (cont'd)~~
~~BASIC WAGES - MAINTENANCE DEPARTMENT~~

~~NON-TECHNICAL~~
~~GROUP III:~~

	01-05-20	08-29-21	02-06-22
	to	to	to
	08-28-21	02-05-22	08-31-22
Hostler (1)	\$23.96	\$24.60	\$25.25
Hostler (2)	\$22.41	\$23.05	\$23.70
Truck Driver	\$23.79	\$24.43	\$25.08
Parts Cleaner	\$23.79	\$24.43	\$25.08

Formatted: Not Highlight

Formatted: Not Highlight

~~(1) Hired prior to January 31, 1981~~
~~(2) Hired between January 31, 1981 and August 31, 1982~~

~~NON-TECHNICAL~~
~~GROUP IV: Laborer, Janitor, Car Cleaner, Watchman~~

	01-05-20	08-29-21	02-06-22
	to	to	to
	08-28-21	02-05-22	08-31-22
	\$23.71	\$24.35	\$25.00

Formatted: Not Highlight

EXHIBIT "B" Part #2
BASIC WAGES MAINTENANCE DEPARTMENT

All provisions of Exhibit "B", Part #2, contained in the Agreement for the period ended August 31, 1990 that refer to certain wage rates as a percentage of the top operator rate shall not be effective during the period September 1, 2019 through August 31, 2022. In lieu of applying percentage rates to the top operator rate, the hourly rates of pay during the term of this agreement for employees hired in the Maintenance Department in Groups II, III, and IV on or after September 1, 1982 shall be as follows:

TECHNICAL

GROUP II: Electrician "B", Machinist "B", Body Repairman "B", Mechanic "B", Painter "B", Carpenter "B", Maintenance Clerk, Welder, Helper

01-05-20	08-29-21	02-06-22
to	to	to
08-28-21	02-05-22	08-31-22

Start	\$22.96	\$23.60	\$24.25
6 Months	\$23.60	\$24.24	\$24.89
1 Year	\$24.24	\$24.88	\$25.53

Apprentice

01-05-20	08-29-21	02-06-22
to	to	to
08-28-21	02-05-22	08-31-22

Start	\$22.42	\$23.06	\$23.71
6 Months	\$23.05	\$23.69	\$24.34
1 Year	\$23.71	\$24.35	\$25.00

NON-TECHNICAL

GROUP III:

Hostler, Laborer, Janitor, Car Cleaner

01-05-20	08-29-21	02-06-22
to	to	to
08-28-21	02-05-22	08-31-22

Start	\$21.68	\$22.32	\$22.97
6 Months	\$21.93	\$22.57	\$23.22
1 Year	\$22.32	\$22.96	\$23.61

EXHIBIT "B" - Part #2 (cont'd)
BASIC WAGES - MAINTENANCE DEPARTMENT
NON-TECHNICAL

Truck Driver, Parts Cleaner

	<u>01-05-20</u>	<u>08-29-21</u>	<u>02-06-22</u>
	<u>to</u>	<u>to</u>	<u>to</u>
	<u>08-28-21</u>	<u>02-05-22</u>	<u>08-31-22</u>
Start	\$21.30	\$21.94	\$22.59
6 Months	\$21.55	\$22.19	\$22.84
1 Year	\$21.81	\$22.45	\$23.10

EXHIBIT "B"

MEMORANDUM OF AGREEMENT – SICK PAY

TARC will make a reasonable and good faith effort to implement the following in September 2023, and as allowed by the new system of record:

Section 10 Health and Welfare

(d) **Sick Pay**: Absence of regular hourly employees from duty, due to illness, shall be permitted with pay only under the following conditions:

(1) There shall be no sick pay allowance during the probationary period of employment. After, employee's probationary period, an employee shall earn five-sixths (5/6) days per month.

(2) The employee must be on the active payroll **and** sick leave will be accumulated for each month in which the employee is not absent for any reason for more than seventy-five (75) hours. Vacation time, the first ninety (90) days of worker's compensation, and part-time union officers on official union business will not be considered absences for this purpose.

(3) Sick leave is cumulative to a maximum of one hundred forty-five (145) days. Sick leave will never be paid for in any way other than to compensate for actual illness.

(4) Any unused accumulation of sick leave will be canceled upon the termination of the employee's service with TARC, except in the event of military or other authorized leave of absence.

(5) Upon retirement, military leave, or other authorized leave of absence, there are two options available for the unused sick leave accumulation:

(a) TARC will buy back all accumulated sick leave at the rate of one hundred (100) percent of the employee's pay rate; or

(b) it can be considered as time worked to either advance a normal retirement date or to increase service credits.

(6) If sick leave payment application is not made in good faith and is used for leave other than sick leave, the employee shall be subject to disciplinary action. TARC may take necessary steps to establish the validity of the claim.

(7) The company seniority of any employee off sick will be retained provided he/she complies with the rules relative to making a proper report to TARC each thirty (30) days while off sick. In cases of prolonged illness TARC may waive the making of reports each thirty (30) days and will notify the Union of such waiver.

(8) TARC may require a medical examination by a doctor of its choice at any time during the sick leave and likewise shall require such an examination if it is requested by the Union. If the medical examination shows that the employee is able to return to his/her former position, then he/she must report for duty within ten (10) days after being notified by TARC.

(9) An operator who is relieved for sickness while on duty may request to work the following day provided that all extra board operators have received assignments and the off day overtime list for either runs or trippers, as appropriate, has been exhausted. An operator may notify the dispatcher to be removed from the sick list and be considered for any assignment that may be or become open. Such requests will be considered in order of time received.

Carrie Butler
Executive Director
Transit Authority of River City

Lillian Brents
President/Business Agent
ATU Local 1447

EXHIBIT "C"
COST-OF-LIVING ALLOWANCE
~~Effective October 1, 1979~~

~~In addition to the basic rates of pay specified in this Agreement, all employees covered by the Agreement shall be paid a cost of living allowance to be determined and redetermined on the basis of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1967=100), U.S. City Average, All Items, published by the Bureau of Labor Statistics, United States Department of Labor. The Index for August 1980 (249.6) shall be the base Index. The cost of living adjustment for the top operator classification shall be one cent (.01) per hour for each full 0.4 point change in the aforementioned Index. The cost of living adjustment for each classification, other than the top operator classification, shall be determined by dividing the number of cents per hour of the adjustment determined for the top operator classification in accordance with the foregoing formula by the top operator's basic wage rate. The percentage thus computed shall be applied to the basic wage rate for each classification, other than the top operator classification, and the resulting cents per hour shall be the cost of living adjustment for that classification. Such computation shall be made to the nearest full cent.~~

~~Cost of living adjustments under this provision are to be made quarter annually on the basis of the change in the Consumer Price Index from the base Index for August 1980 (249.6) to the Index for November 1980, February, May, August and November 1981, and for February and May 1982. All cost of living adjustments shall be made effective on Sunday nearest the first day of the month next following the publication of the applicable Index.~~

~~The basic wage rates as set forth in this Agreement shall not be changed by the application of the escalator clause herein provided.~~

There is no cost of living allowance in this contract during the period September 1, 2022 to August 31, 2024.

EXHIBIT "D"

Memorandum of Agreement—Extension

After negotiations between the ATU Local 1447 hereafter "Union" and The Transit Authority of RiverCity hereafter "TARC" the following is proposed in place of section 19 of the agreement effective September 1st, 2019—August 31st, 2022. The proposed procedure below will be for an extended trial period until August 31, 2022, or unless mutually agreed by both parties to terminate.

~~The intent is to reduce the volatility in the workforce while honoring the seniority of each member. By no means is this intended to harm the membership in any way. This trial will be limited to Operators in the Department of Transportation.~~

~~When a general choose up is to be conducted, it will be the responsibility of the individual operator to make himself available on his/ her own when the time for choosing comes up. This will include days off, vacation, etc. The general choose ups shall be conducted in the following manner.~~

~~This agreement shall be effective for choose ups during the aforementioned period.~~

~~System wide seniority will prevail for choosing runs on the schedules to be put into effect for both picks of this trial. All operators, regardless of status, on the seniority list will select a run.~~

~~The choose up will be conducted by Union personnel selected by the Union President. A planning/schedule employee will participate in the choose up to assist with inputting data and providing information using an automated system when implemented. The general choose up will be conducted over a period of up to (10) days and each of the days will be a weekday. The personnel conducting the general choose up shall be paid not less than eight (8) hours per day.~~

~~If an operator is to be absent, for any reason, during the general choose up, he/she may leave with the dispatcher the choice of several runs he/ she desires in the order of preference. An operator may leave up to six (6) choices. If any of the operator's choices are available when it is time for him/ her to choose, then he/ she may be assigned the first applicable choice and shall work that run until the next choose up. If none of his/her choices are available when it is time for him/her to choose, then he/she shall be assigned a run as near as possible to the run chosen. Operators that have been off duty for extended periods, such as illness, will also pick a run during the choose up according to their seniority. Normal return to work policies and procedures remain in effect during the trial period.~~

~~TARC will attempt to notify all coach operators, including those on the sick list, of their date and time to choose. If the operator is unavailable or does not show up at the appointed time, then the dispatcher will choose a run as near as possible to the run that the operator held under the former schedule. Upon return, the operator would work the run chosen for the duration of that choose up. Any run selected that an operator will not be available for will be placed on the extra board to be filled. There will be no change to how the extra board is operated during the trial period.~~

Math

~~Ferdinand L. Risco, Jr.~~
~~Executive Director/CEO~~
~~Transit Authority of River~~
~~City~~

~~Mathias~~
~~Hamilton~~
~~President B.A.~~
~~ATU Local~~
~~1447~~

DRAFT

~~EXHIBIT "E"~~
~~AMENDMENT TO CONTRACT~~
~~by and between~~
~~AMALGAMATED TRANSIT UNION LOCAL 1447, AFL-CIO~~
~~and the~~
~~TRANSIT AUTHORITY OF RIVER CITY~~

THIS AMENDMENT to an AGREEMENT, made and entered into this ¹¹ day of July,

2020, by and between TRANSIT AUTHORITY OF RIVER CITY herein referred to as "TARC", and
AMALGAMATED TRANSIT UNION LOCAL 1447, AFL-CIO, herein referred to as "ATU,"
and jointly, the "PARTIES,"

~~WITNESSETH~~

WHEREAS, TARC and ATU entered into an agreement dated September 1, 2019, which
set forth the rights and responsibilities of the parties and recognized the ATU as the bargaining
representative for TARC employees (hereinafter "The Contract");

WHEREAS, this Contract is set to expire by the contract's terms on August 31, 2022;

WHEREAS, it is the desire of the parties to ensure compliance with KRS §§ 336.130 and
336.135;

WHEREAS, certain provisions of the Contract's Section 3 as executed September 1, 2019,
need modification in order to ensure compliance with KRS §§ 336.130 and 336.135;

WHEREAS, the PARTIES desire to make the required modifications in order that the
Contract will be construed as valid and that it may be published and distributed;

NOW THEREFORE, the PARTIES HEREBY AGREE AS FOLLOWS:

I. The Contract, Section 3(a) is hereby modified as follows:

~~(a) **Recognition:** TARC hereby recognizes the Amalgamated Transit Union Local 1447 the Union as the sole and exclusive representative in respect to wages, hours and working conditions of its employees, contained in the Bargaining Unit as defined by the National Labor Relations Board, namely, "All employees of the Employer employed in the carrying on of its~~

~~business and operations in the entire service area, excluding executives, professional employees, maintenance officer, manager, schedule makers, traffic checkers, purchasing and stores, cashier, assistant cashier, charter supervisor, customer service supervisor, information specialists, employees in the Safety Department, secretaries and office clerical employees, messengers, dispatchers and supervisors as defined in the Act." TARC and the Union agree this language does not apply to experimental routes.~~

2. The Contract, Section 3(b) is hereby modified as follows:

The following section is deleted:

~~(b) Union Security: During the term of this Agreement, all present bargaining unit employees of TARC shall remain members of the Union and shall maintain themselves in good standing by paying all dues and assessments in accordance with the Constitution and Bylaws of the Union, as a condition precedent to continued employment with TARC. New bargaining unit employees must make application and become members of the Union ninety (90) days after date of employment.~~

And is replaced with:

(b) Union Security:

~~During the term of this Agreement, all present bargaining unit employees of TARC shall be eligible for membership under the Constitution and Bylaws of the Union and shall pay all dues and assessments in accordance with such. New bargaining unit employees shall be eligible for membership ninety (90) days after date of employment.~~

3. The Contract, Section 3(d)(1) is hereby modified as follows:

~~(1) Dues, Assessments & Fees: TARC will deduct from the wages of each employee in the bargaining unit the Union dues, assessments equally applicable and an initiation fee of each individual employee who has signed an authorization card which has been delivered to TARC to make such deduction. provided that such written~~


~~authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.~~

4. Upon modification, the Contract shall be published and distributed and a copy of this

Amendment shall be included as Exhibit to the Contract.

IN WITNESS ~~"WHEREOF"~~, the PARTIES hereto have executed this Amendment to the Agreement as of the date first set forth above.

Dated 7/13/2020


Laura Douglas, Co-Executive Director
TRANSIT AUTHORITY of RIVER CITY

Dated 7/13/2020

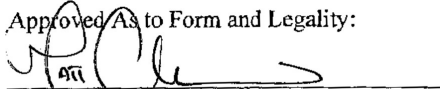
(Y) init ref /-clrv:/ma. /...e.
Margar and-maker, Co-Executive Director

Dated 7/13/2020

President

ATU LOCAL 1447

Approved As to Form and Legality:


Matthew J. Golden

Interim General Counsel

DRAFT



MEMORANDUM

To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: December 1, 2022

Re: Resolution 2022 - 31 Board and Committee Meeting Dates for Calendar Year 2023

A resolution establishing the 2023 Board and Committee meetings calendar.

Calendar Year 2023 Meeting Schedule	Board of Directors	Human Resources	Strategic Planning	Customer Service	Finance
	Tuesdays	Wednesdays	Wednesdays	Wednesdays	Tuesdays
	1:30 p.m.	1:30 p.m.	1:30 p.m.	1:30 p.m.	1:30 p.m.
January	January 24, 2023		January 18, 2023		January 17, 2023
February	February 28, 2023			February 22, 2023	February 21, 2023
March	March 28, 2023	March 22, 2023			March 14, 2023
April	April 25, 2023		April 19, 2023		April 18, 2023
May	May 23, 2023			May 17, 2023	May 16, 2023
June	June 27, 2023	June 21, 2023			June 20, 2023
July	July 25, 2023		July 19, 2023		July 18, 2023
August	August 22, 2023			August 16, 2023	August 15, 2023
September	September 26, 2023	September 20, 2023			September 19, 2023
October	October 24, 2023		October 18, 2023		October 17, 2023
November	November 14, 2023			November 8, 2023	November 7, 2023
December	December 12, 2023	December 6, 2023			December 5, 2023

Attached is a resolution requesting authority to proceed with the above dates for all board and committee meetings. Please contact me with any questions. Thank you.



RESOLUTION 2022 - 31

Board and Committee Meeting Dates for Calendar Year 2023

A Resolution authorizing the Executive Director to proceed with using the above dates and times for all Board and Committee meetings.

WHEREAS, A request for approval of the 2023 Board and Committee meetings proposed dates and times.

Calendar Year 2023 Meeting Schedule	Board of Directors	Human Resources	Strategic Planning	Customer Service	Finance
	Tuesdays	Wednesdays	Wednesdays	Wednesdays	Tuesdays
	1:30 p.m.	1:30 p.m.	1:30 p.m.	1:30 p.m.	1:30 p.m.
January	January 24, 2023		January 18, 2023		January 17, 2023
February	February 28, 2023			February 22, 2023	February 21, 2023
March	March 28, 2023	March 22, 2023			March 14, 2023
April	April 25, 2023		April 19, 2023		April 18, 2023
May	May 23, 2023			May 17, 2023	May 16, 2023
June	June 27, 2023	June 21, 2023			June 20, 2023
July	July 25, 2023		July 19, 2023		July 18, 2023
August	August 22, 2023			August 16, 2023	August 15, 2023
September	September 26, 2023	September 20, 2023			September 19, 2023
October	October 24, 2023		October 18, 2023		October 17, 2023
November	November 14, 2023			November 8, 2023	November 7, 2023
December	December 12, 2023	December 6, 2023			December 5, 2023

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to use the above dates for all Board and Committee meetings in 2023.

Adopted this 1st DAY of DECEMBER 2022

Carla Dearing, Vice Chair of the Board of Directors



MEMORANDUM

To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: December 1, 2022

Re: Resolution 2022-32 Professional Consulting Services for Third-Party Administration (TPA) for Workers' Compensation Program Services (RFP 20221783)

TARC has contracted for third party administration of workers' compensation program services in order to support the overall management of TARC's self-insured Workers' Compensation program, which has been in effect for many years. The program has had significant self-insured retentions and the required excess workers' compensation coverage has recently been procured (Resolution 2022-22). These professional services support TARC staff to manage and process claims along with administration of the overall program, including acting as a broker for excess coverage. The number of employees to be covered under TARC's program is approximately 579 employees (349 drivers, 120 mechanics and 110 administrative personnel).

The current contract and options will expire on December 31, 2022. In September 2022, the Procurement Department released Request for Proposal (RFP) 20221783 seeking qualified professional firm(s) to provide third-party administration for workers' compensation claims for TARC's self-insured workers' compensation program. An Independent Cost Estimate (ICE) of \$378,591 was conducted and developed by using internal historical data of three (3) year average. Three (3) responsive proposals were received: PMA Management Corporation; Charles Taylor TPA; and RCM&D. The Step-1 evaluation concluded that Charles Taylor TPA received the highest scores and was within the price range of the ICE (Charles Taylor TPA was formerly known as Underwriters Safety and Claims, which is the incumbent provider with two successful awards since 2009).

Based on the evaluations, the recommendation is to award this RFP to Charles Taylor TPA, for a contract with an initial term of three (3) years and an additional two (2) one-year terms for a total not to exceed amount of \$295,500.00. The annual cost, is as follows:

Year 1	Year 2	Year 3	Year 4	Year 5	Contract Not-to-Exceed
\$55,620.00	\$57,300.00	\$59,040.00	\$60,840.00	\$62,700.00	\$295,500.00

Please call me at 561-5100 if you have any questions. Thank you.



RESOLUTION 2022-32

Professional Consulting Services for TPA for Worker's Compensation Program Services

A Resolution authorizing the Executive Director to enter into an Initial Term of three (3) years with an Option to extend for two (2) one-year terms: for a not to exceed total amount of \$295,500.00:

WHEREAS, TARC seeks consulting professional services to provide third-party administration for its worker's compensation program; and

WHEREAS, a competitive request for proposals was issued on September 20, 2022; and

WHEREAS, TARC received and evaluated three responsive proposals; and

WHEREAS, the proposal submitted by Charles Taylor TPA received the highest score and was deemed responsive and within the price range of the independent cost estimate; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to enter into a contract with Charles Taylor TPA for an Initial Term of three (3) years with an option to extend for two (2) one-year terms for a not-to-exceed amount of \$295,500.00.

ADOPTED THIS 1st DAY OF DECEMBER 2022

Carla Dearing, Vice Chair of the Board of Directors

MEMORANDUM



To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: December 1, 2022

Re: Resolution 2022-33 Facility Wide Printing Services (RFP 20221763)

TARC has a myriad of printing needs that stretch across all departments, and represent everything from maintenance forms, to pocket schedules, and bus shelter signage. Prior to 2020, TARC had maintained a full-time position on its staff whose sole responsibility was to support the printing and production of the vast majority of these items, all done in-house. The longstanding employee retired and after an assessment of printing costs and changing demands for printed materials, it was determined that the best use of TARC's resources was to seek a service contract for all of the organizational printing needs.

On June 2022, the Procurement Department released a competitive solicitation seeking a qualified firm to provide facility-wide printing services with an initial contract term of three (3) years and an option of two (2) additional one-year terms. The overall mission is to provide a full range of printing services to include but not limited to pocket schedules, forms, business banners, posters, and any other single or multi-color printing. As an option, TARC was also seeking a fully automated, real-time functioning online "storefront". The ideal storefront, which will be provided, built, and maintained by the firm, will be a single online portal, preloaded with approved print materials (provided in cooperation with the TARC's Department of Marketing and Communications) where a sole designee from each department can select the print and quantity required as needed based on the contract terms and pricing.

On September 2022, the Procurement Department received four (4) responsive proposals from Clark & Riggs Printing; Derby City Litho; Welch Printing; and Vivid Impact. The Evaluation Committee members evaluated and scored based on the criteria and factors prescribed in the solicitation. Proposals were evaluated and through unanimous decision all were selected to progress to the step-2 process of interviews and presentations. After the step-2 interviews and rescoring, Clark & Riggs Printing received the highest score of 90 points, and this was the recommended awardee. An independent cost estimate analysis was conducted based on TARC's historical spend data with a five year look back of printing costs and needs from \$65,000 to \$129,000 in printing per year.

Pending further negotiation, the staff is recommending the facility-wide printing services contract be awarded to Clark & Riggs Printing for an initial term of three (3) years plus an option of two (1) year terms with a total not to exceed amount of \$250,000. The following resolution requests that the Board of Directors authorize the Executive Director to enter into an agreement with Clark & Riggs Printing for an initial term of three (3) years with an option of two (2) one-year terms for a not-to-exceed amount of \$250,000.

Please call me at 561-5100 if you have any questions. Thank you.

RESOLUTION 2022-33

Facility Wide Printing Services



A Resolution authorizing the Executive Director to enter into an Initial Term of three (3) years with an Option of two (2) one-year additional terms:

WHEREAS, TARC seeks a printing firm to provide facility-wide printing services and an online storefront; and

WHEREAS, a competitive solicitation, request for proposal was requested on June 29, 2022; and

WHEREAS, TARC received a proposal from Clark & Riggs Printing, which was deemed responsive and within the price range of the independent cost estimate; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to enter into a contract for an Initial Term of three (3) years with an Option of two (2) one-year terms with Clark & Riggs Printing based upon proposed costs for a not-to-exceed amount of \$250,000.

ADOPTED THIS 1st DAY OF DECEMBER 2022

Carla Deering, Vice Chair of the Board of Directors

MEMORANDUM



To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: December 1, 2022

Re: Resolution 2020- 46 Amendment No. 3 Auditing Services – Contract Amendment (RFP P-2783B)

In October 2019 the Purchasing Department, in conjunction with the Finance Department, issued Request for Proposal (RFP) P-2783B, a solicitation for Audit Services. As a result of this RFP, a contract was awarded to Crowe Horwath LLP, which have been an audit service provider since the contract was executed in February 2020 (Resolution 2020-02) and an amendment made (Resolution 2020-46).

Year Four will take effect in February 2023, thus we are asking to exercise this term at the same price and cost in the amount of \$49,950 as originally agreed upon for the audit of Fiscal Year 2023. Contract P-2783-B will be further amended to exercise year five of this contract in a not to exceed amount of \$100,900 (\$49,950 for year four and \$50,950 for year five).

Attached is a resolution requesting authority to enter into a contract for the above referenced service for years 4 and 5.

At this time, this resolution requests the Board of Directors authorize the Executive Director to enter into an agreement with options for years 4 and 5 as set fourth above with Crowe Horwath LLP.

Please call me at 561-5100 if you have any questions. Thank you.

RESOLUTION 2020-46 Amendment No. 3

Auditing Services



A Resolution authorizing the Executive Director to enter into and exercise contract options for audit services with Crowe Horwath LLP for years 4 and 5 of the original Contract:

WHEREAS, TARC seeks auditing services; and

WHEREAS, a competitive solicitation, request for proposal was requested on October 2019; and

WHEREAS, TARC received a proposal from Crowe Horwath LLP which was deemed responsive and pricing was deemed reasonable; and

WHEREAS, TARC executed a contract with Crowe Horwath LLP; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to enter and exercise options from the original contract for years 4 and 5 with Crowe Horwath LLP based upon proposed cost for a not-to-exceed amount of \$100,900.00 for the remainder of the contract.

ADOPTED THIS 1st DAY OF DECEMBER 2022

Carla Deering, Vice Chair of the Board of Directors



MEMORANDUM

To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: December 1, 2022

Re: Resolution 2022-34 – Fleet Replacement: Purchase of Fixed Route Buses

The vehicles used in fixed route service are the most mission critical component of TARC's capital program, of which TARC maintains a fleet of 215 intercity transit or fixed route buses. As part of TARC's Asset Management program, the useful life benchmark of fixed route buses is 15 years of service. This age is typical for bus transit agencies as well as within the Federal Transit Administration (FTA) definition of minimum useful life as 12 years or 500,000 miles. Another element of the Asset Management Plan is to retire all fixed route buses on or before they reach 15 years in service, and to maintain an average age of less than seven years.

Looking towards calendar year 2024, the average age of our fixed route fleet will be just under seven years. This resolution seeks authority to order 11 more clean diesel replacement buses in order to maintain these critical assets at a reasonable age. The buses that would be retired once these new buses arrive entered service in 2009.

TARC has funds available through its Federal Fiscal Year (FFY) 2022 Urbanized Area Formula (Section 5307) allocation.

TARC has an existing contract with Gillig, TARC P-2706, for the manufacture of diesel-powered buses (year four of five).

The preliminary quote for this purchase of eleven Gillig buses is \$623,649 per bus. This price is an increase of 16.5% due to the increase in the Producer Price Index (PPI), which has risen 33% since our contract with Gillig was signed in 2018. Most of that increase occurred within the last year and it is expected that component prices will vary as the specific order is finalized.

Attached to this memo is a resolution requesting authority for the Executive Director to purchase eleven (11) clean diesel buses from the Gillig Corporation. The total amount expended will not exceed \$7,203,146, which includes a 5% contingency for any additional costs. The total local match, which will come from the Mass Transit Trust Fund, will not exceed \$1,372,028.

Please contact me at 561-5100 if you have any questions. Thank you.



RESOLUTION 2022-34

Purchase of Fixed Route Buses

A Resolution authorizing the Executive Director to purchase eleven (11) clean diesel buses from the Gillig Corporation at a total amount not to exceed \$7,203,146:

WHEREAS, in TARC has a continuing need to replace aging fixed route buses; and

WHEREAS, TARC has set aside funds from its Federal fiscal year 2022 urbanized area formula award to acquire up to eleven (11) diesel-powered buses; and

WHEREAS, TARC has an existing contract with the Gillig Corporation; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to purchase eleven (11) clean diesel buses from the Gillig Corporation at a total amount expended not to exceed \$7,203,146, which includes a 5% contingency for any additional costs.

ADOPTED THIS 1st DAY OF DECEMBER 2022

Carla Dearing, Vice Chair of the Board of Directors

TARC BOARD OF DIRECTORS MEETING



November 2022 Board Meeting Minutes

The Board of Directors of Transit Authority of River City (TARC) met on November 15, 2022 at 1:30 P.M. in person at TARC Board Room, 1000 West Broadway.

Board Members Present

In person:

Carla Dearing
Tawanda Owsley
Ted Smith

Virtual:

Bonita Black
Dave Christopher
Gary Dryden
Jan Day

Quorum Call

Vice Chair Carla Dearing called the meeting to order at 1:32 P.M.

Adoption of Minutes

The motion was duly moved for the September 2022 Board Meeting minutes by Carla Dearing. Approved by Tawanda Owsley and seconded by Ted Smith. The Board of Directors unanimously accepted the September 2022 Board Meeting minutes.

Staff Reports-

Update on Financials

Presented By: Tonya Carter

See PDF of Financials

Operational Update

Presented By: Carrie Butler

- Honored the dedication of five team members, all retiring on the same day.
- Donated several bicycles in continued partnership with Goodwill Industries of Kentucky's Last Mile to Work Program.
- Celebrated the hard work of our CSR team during Customer Service Appreciation Week
- Collaborated with TAAC, presented Patti Cox with the annual White Cane Day Award
- Coach Operator Dale Reynolds became a Louisville Tourism 2022 ROSE Award winner!
- Presented our Long-Range Plan (TARC Tomorrow) to Shively's Mayor and City Council
- Joined Americana Community Center for annual dinner supporting Louisville's refugee, immigrant, and underserved populations
- Provided fare-free service system-wide on general election day
- Welcomed the newest, and largest class of new Coach Operator graduates in TARC history.
- Attended KY Chamber of Commerce's DE&I Summit, shaping a better future for KY's workforce
- Celebrated Halloween with TARC's annual staff costume contest

TARC BOARD OF DIRECTORS MEETING



TARC3 Update

See PDF of MV Performance

Action Items

Resolution 2022-21-08 Amendment No. 1 to Contract 2020658 Banking and Financial Services – Change Order: Expert AP

Presented by: Matt Abner

A Resolution authorizing the Executive Director to execute a change order to Contract 20200658 to add the Expert AP services into the contract:

The motion was duly moved by Carla Dearing and seconded by Jan Day and approved by the board.

Resolution 2022-26 Fiscal Year 2023 Line of Credit Renewal

Presented by: Tonya Carter

Resolution authorizing the Executive Director/CEO, Carrie Butler, or Chief Financial Officer/CFO, Tonya Carter, to execute any documents, advances and pay downs on the \$4,000,000 revolving line of credit with Fifth Third Bank.

The motion was duly moved by Carla Dearing and seconded by Ted Smith and approved by the board.

Resolution 2022-27 Ellipse Hosting and Support Services Agreement

Presented by: Dwight Maddox

A resolution authorizing the Executive Director to renew the Annual Support Agreement with COSOL for Ellipse Hosting and Support Services, as well as interfacing required for the implementation of TARC's HRIS

The motion was duly moved by Tawanda Owsley and seconded by Jan Day and approved by the board.

Resolution 2021 - 43.2 Second Amendment Management Consulting Services – Indefinite Delivery-Indefinite Quantity (IDIQ)

A Resolution authorizing the Executive Director to amend the Trans Pro contract for Management Consulting Professional Services for a not-to-exceed amount of \$ 436,325.

The motion was duly moved by Jan Day and seconded by Ted Smith and approved by the board.

TARC BOARD OF DIRECTORS MEETING



Resolution 2022-28 TARC Title VI Plan Update

Presented by: Carrie Butler

A Resolution requesting the approval of the 2022 Title VI Plan update per the FTA Title VI regulations and requirements

The motion was duly moved by Carla Dearing and seconded by Tawanda Owsley and approved by the board

Resolution 2022-29 Job Classification and Compensation Study (RFP 20221768)

A Resolution authorizing the Executive Director to enter into an Agreement for an Initial Term of 12 months with an Option to extend up to 12 months on a month-to-month basis

The motion was duly moved by Tawanda Owsley and seconded by Dave Christopher and approved by the board.

Public Comment

Antonio Wilson (In Person)

Mr. Wilson would like to know how the public feels about TARC buses, bus stops and safety on the bus.

Facebook

Real time views have not been working.

Public Comment Response:

Public Comment Preamble: The TARC Board values hearing from its customers, TARC employees and public at large. This Board will not respond in this meeting to any comments made at this time. However, TARC will post a response on TARC's website regarding the comments made by the following meeting. In addition, the TARC Board may assign the feedback or comments to be further examined by its subcommittees and, if warranted, further addressed by TARC.

Antonio Wilson

The TARC Board did hear from Mr. Antonio Wilson. He would like to know how TARC feels about the new Mayor and how the public feels about TARC's bus stops and safety on aboard the bus. We want to work with our newly elected Mayor Craig Greenberg to continue to develop and maintain a dependable and reliable transit system to improve our metropolitan area. Additionally, TARC will be conducting customer surveys to look into and examine how our customers feel about TARC's service, the infrastructures necessary to serve our customers, and any and all other concerns that they may have regarding TARC's service.

TARC BOARD OF DIRECTORS MEETING



Public Comment via Facebook

TARC heard that the real times views haven't been working. We are sorry to hear that you are having issues with real times views. Sometimes there can be technical glitches, or sometimes coach operators are not properly logged into the system. We will continue to work to ensure that the information that is being shared is up-to date. We also will continue to monitor real time information and correct any deficiencies as they arise. If you are having trouble, please call TARC customer service and we will do our best to help you and correct any issues.

Proposed Agenda Items

- Facility Wide Printing Services
- Calendar year 2023 Meeting Dates
- Officer Elections

Adjournment

Vice Chair Carla Dearing made a motion to adjourn at 2:37 p.m. This motion was duly moved by Tawanda Owsley seconded by Jan Day and approved by the Board.

Carla Dearing, Vice Chair

Date

**TARC Board of Directors
Financial Summary
October 2022, Fiscal Year 2023**



Current Month Revenues Compared to Budget

Total Operating Revenues are over budget \$162,760 (pg. 2, line 9) due to all revenues being over budget. Total Non-Operating Revenues (Subsidies) are under budget \$407,511 (pg. 2, line 16) mainly due to applying less Federal Reimbursement Funds-FTA due to operating expenses being under budget. Total Capital Contributions are under budget \$1,219,258 (pg. 2, line 25) due to timing of capital purchases. Total Revenues with Capital are under budget \$1,464,009 (pg. 2, line 27) mainly due to applying less federal reimbursement funds as mention above because operating expenses are under budget.

Current Month Expenses Compared to Budget

Total Operating Expenses are under budget \$244,750 (pg. 2, line 41) due to the majority of operating expenses being under budget. Total Capital Expenses are under budget \$10,843 (pg. 2, line 48) compared to budget. Total Expenses with Capital are under budget \$255,593 (pg. 2, line 50) due to Operating Expenses and Depreciation Expenses being under Budget and Operating Revenues being over budget.

Current Month Actual Summary

Total Operating Revenues are \$769,408 (pg. 2, line 9) and Total Operating Expenses are \$8,254,350 (pg. 2, line 41) bringing the net to an unfavorable balance of \$7,484,941 before Subsidies are applied. After applying Subsidies \$7,484,941 (pg. 2, line 16) the net is balanced for the current month before Capital Contributions and Capital Expenses are applied.

YTD Revenues Compared to Budget

Total Operating Revenues are over budget \$411,247 (pg. 2 line 9) mainly due to all Operating Revenues being over budget except for Special Fares. Total Non-Operating Revenues (Subsidies) are under budget \$2,882,857 (pg. 2, line 16) mainly due to applying less Federal Reimbursement Funds-FTA due to operating expenses being under budget. Total Capital Contributions are under budget \$1,487,918 (pg. 2, line 25) mainly due to timing of capital purchases. Total Revenues with Capital are under budget \$3,959,528 (pg. 2, line 27) mainly due to applying less Subsidies and Capital Contributions.

YTD Expenses Compared to Budget

Total Operating Expenses are under budget \$2,471,608 (pg. 2, line 41) mainly due to all expenses being under budget except Labor, Utilities and Casualty & Liability. Total Capital Expenses are over budget \$30,747 (pg. 2, line 48) compared to budget. Total Expenses with Capital are under budget \$2,440,861 (pg. 2, line 50) due to Operating Expenses being under budget.

YTD Actual Summary

Total Operating Revenues are \$3,011,822 (pg. 2, line 9) and Total Operating Expenses are \$31,734,554 (pg. 2, line 41) bringing the net to an unfavorable balance to \$28,722,731 before Subsidies are applied. After applying Subsidies \$28,722,731 (pg. 2, line 16) the net is balanced for year-to-date before Capital Contributions and Capital Expenses are applied. This can also be seen on page 8 in your Financial Statement packet.

Operating Summary

Overall after applying the Subsidies the unfavorable balance for the year-to-date on the Statement of Revenues – Expenses is balanced before applying the MTTF Revenue receipts. October budgeted MTTF receipts for revenue deposits is over budget \$110,078 (pg. 7) year-to-date. We currently have a favorable balance before capital year-to-date of \$110,078 (pg. 8) due to the MTTF revenue deposits being over budget. MTTF Net Profit Fees are under \$777,749 (pg. 7) and Employee Withholdings are up \$1,956,602 (pg. 7) year-to-date compared to last year.

Statement of Revenue - Expenses - with Capital Contributions

October 2022, Fiscal Year 2023



page 2

		Current Month			Fiscal Year-to-date				
Description		FY23 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
Revenues									
1	Passenger Fares	4,464,920	441,802	340,378	101,424	1,769,865	1,512,231	257,634	60.36%
2	Paratransit Fares	840,866	83,727	75,259	8,468	339,685	301,355	38,330	59.60%
3	Special Fare Revenues (UofL, UPS and etc)	1,535,891	151,973	122,364	29,609	502,254	506,337	(4,083)	67.30%
4	Comp Specials	0	0	0	0	0	0	0	0.00%
5	Advertising Revenue	650,000	54,167	54,167	0	216,667	216,667	0	66.67%
6	Other Agency Revenues	213,300	25,660	10,313	15,347	134,816	47,318	87,498	36.80%
7	Total Recoveries-Insurance	50,000	12,079	4,167	7,912	48,535	16,667	31,868	2.93%
8									
9	Operating Revenues	7,754,977	769,408	606,648	162,760	3,011,822	2,600,575	411,247	61.16%
10									
11	MTTF Contributions- Federated	59,696,312	5,294,919	5,294,919	0	20,479,077	20,479,077	0	65.69%
12	Local Government Funds - MTTF	1,186,680	119,506	77,840	41,666	478,024	374,510	103,514	59.72%
13	Federal Reimbursement Funds - FTA	33,031,313	2,070,516	2,519,693	(449,177)	7,457,251	10,427,497	(2,970,246)	77.42%
14	State Government Funds	1,276,642	0	0	0	308,379	324,504	(16,125)	75.84%
15									
16	Total Non-Operating Revenues	95,190,947	7,484,941	7,892,452	(407,511)	28,722,731	31,605,588	(2,882,857)	69.83%
17									
18	Total Revenues Before Cap Contributions	102,945,924	8,254,349	8,499,100	(244,751)	31,734,553	34,206,163	(2,471,610)	69.17%
19									
20	Local Government Funds - MTTF, Cap	6,813,860	(12,990)	256,045	(269,035)	279,740	587,701	(307,961)	95.89%
21	Federal Reimbursement Funds - FTA, Cap	28,492,408	54,908	979,927	(925,019)	981,794	2,173,786	(1,191,992)	96.55%
22	State Government Funds, Cap	0	(25,204)	0	(25,204)	12,035	0	12,035	0.00%
23	Other Agencies Revenue, Cap	0	0	0	0	0	0	0	0.00%
24									
25	Total Capital Contributions	35,306,268	16,714	1,235,972	(1,219,258)	1,273,569	2,761,487	(1,487,918)	96.39%
26									
27	Total Revenues	138,252,192	8,271,063	9,735,072	(1,464,009)	33,008,123	36,967,650	(3,959,528)	76.12%
28									
29									
30	Expenses								
31									
32	Labor	31,366,902	2,649,991	2,505,426	144,565	10,381,039	10,330,019	51,020	66.90%
33	Fringes & Benefits	31,510,122	2,651,654	2,701,270	(49,616)	10,380,553	10,564,132	(183,579)	67.06%
34	Services	6,713,100	442,279	557,505	(115,226)	1,719,110	2,236,695	(517,585)	74.39%
35	Materials	7,440,936	499,920	622,747	(122,827)	2,280,760	2,489,721	(208,961)	69.35%
36	Utilities	1,035,600	79,304	80,300	(996)	348,150	325,200	22,950	66.38%
37	Casualty & Liability	3,413,070	561,629	213,173	348,456	1,389,048	1,032,692	356,356	59.30%
38	Purchased Transportation	20,541,764	1,327,935	1,748,643	(420,708)	5,079,236	6,915,121	(1,835,885)	75.27%
39	Interest Expense	2,660	283	322	(39)	1,368	1,527	(159)	48.57%
40	Other Expenses	921,770	41,355	69,714	(28,359)	155,290	311,056	(155,766)	83.15%
41	Operating Expenses	102,945,924	8,254,350	8,499,100	(244,750)	31,734,554	34,206,163	(2,471,610)	69.17%
42									
43									
44									
45	Development Cost & Loss on Disposal	861,993	21,730	18,014	3,716	78,245	46,951	31,294	90.92%
46	Depreciation Expenses	12,823,959	962,213	977,921	(15,708)	3,882,970	3,884,666	(1,696)	69.72%
47	Loss on Disposal of Assets	0	1,149	0	1,149	1,149	0	1,149	0.00%
48	Total Capital Expenses	13,685,952	985,092	995,935	(10,843)	3,962,363	3,931,617	30,747	71.05%
49									
50	Total Expenses	116,631,876	9,239,442	9,495,035	(255,593)	35,696,917	38,137,780	(2,440,863)	69.39%
51									
52									
53	Revenue / Expense Difference Before Capital	0	0	0	(2)	0	0	0	0.00%
54									
55	Revenue / Expense Difference After Capital	21,620,316	(968,379)	240,037	(1,208,416)	(2,688,795)	(1,170,130)	(1,518,665)	112.44%

Total Labor

October 2022, Fiscal Year 2023



		Current Month			Fiscal Year-to-date			
Description	FY23 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
1 Direct Labor	31,366,902	2,649,991	2,505,426	144,565	10,381,039	10,330,019	51,020	66.90%
2 Sick Leave	1,651,183	150,928	300,375	(149,447)	450,659	708,901	(258,242)	72.71%
3 Holiday	1,252,323	880	0	880	223,770	259,988	(36,218)	82.13%
4 Vacation	2,088,175	206,725	181,791	24,934	725,009	705,367	19,642	65.28%
5 Other Paid Absences	240,381	11,412	14,913	(3,501)	58,234	59,081	(847)	75.77%
6								
7 Total	36,598,964	3,019,936	3,002,505	17,431	11,838,711	12,063,356	(224,645)	67.65%
8								
9 Difference compared to Budget			17,431			(224,645)		
		Current Month			Year to Date			
Description	FY21 Total Budget	Actual	Budget	Over budget (Under budget)	Actual	Budget	Over budget (Under budget)	Percentage Remaining
10 FICA	2,848,318	226,427	229,690	(3,263)	887,574	922,847	(35,273)	68.84%
11 Pension	10,262,221	877,856	880,834	(2,978)	3,139,090	3,382,280	(243,190)	69.41%
12 Hospital Medical & Surgical	10,509,847	738,728	828,020	(89,292)	3,011,769	3,312,080	(300,311)	71.34%
13 Vision Care Insurance	101,537	4,711	8,112	(3,401)	15,978	32,448	(16,470)	84.26%
14 Dental Plans	353,988	16,613	29,900	(13,287)	66,132	119,600	(53,468)	81.32%
15 Life Insurance	101,040	14,863	7,983	6,880	36,986	31,932	5,054	63.39%
16 Disability Insurance	155,544	21,361	12,276	9,085	52,976	49,104	3,872	65.94%
17 Kentucky Unemployment	40,000	0	0	0	5,950	5,000	950	85.13%
18 Worker's Compensation	1,850,000	380,332	195,834	184,498	1,491,340	783,336	708,004	19.39%
19 Uniform & Work Clothing Allowance	277,000	840	11,333	(10,493)	214,668	191,332	23,336	22.50%
20 Other Fringes	2,500	(22)	209	(231)	418	836	(418)	83.28%
21 Total Fringe & Benefits	26,501,995	2,281,709	2,204,191	77,518	8,922,881	8,830,795	92,087	66.33%
22								
23								
24 Sick Leave	1,651,183	150,928	300,375	(149,447)	450,659	708,901	(258,242)	72.71%
25 Holiday	1,252,323	880	0	880	223,770	259,988	(36,218)	82.13%
26 Vacation	2,088,175	206,725	181,791	24,934	725,009	705,367	19,642	65.28%
27 Other Paid Absences	240,381	11,412	14,913	(3,501)	58,234	59,081	(847)	75.77%
28 Total Compensation Benefits	5,232,062	369,945	497,079	(127,134)	1,457,672	1,733,337	(275,665)	72.14%
29								
30 Total	31,734,057	2,651,654	2,701,270	(49,616)	10,380,553	10,564,132	(183,578)	67.29%
31								
32 Difference compared to Budget			(49,616)			(183,579)		

Balance Sheet

October 2022, Fiscal Year 2023



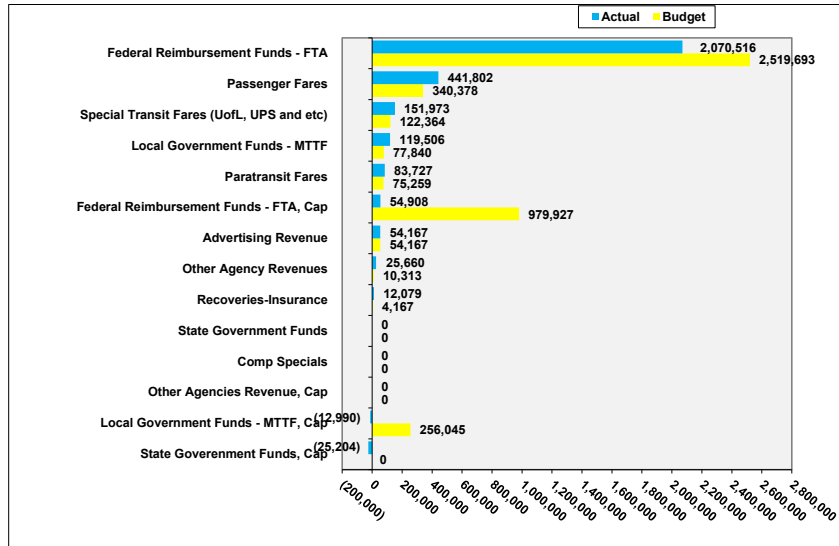
Assets	FY 23	FY 22	Liabilities, Reserves & Capital	FY 23	FY 22
Current Assets			Current Liabilities		
Cash & Cash Items	4,763,499	3,167,208	Long Term Debt	0	121,697
Short Term Investments	6,640,085	3,725,095	Short Term Debt	0	0
Accounts Receivable	93,002,852	29,798,183	Trade Payables	5,447,908	13,838,379
Interest Receivable	211	6	Accrued Payroll Liabilities	4,206,661	4,359,129
Due From Grant	80,000	80,000	Estimated Workmans Compensation	4,400,823	3,743,240
Materials & Supplies	1,971,385	2,450,064	Accrued Tax Liabilities	0	0
Total Current Assets	106,458,032	39,220,557	Unredeemed Tickets & Tokens	1,649,844	1,599,947
Other Assets			Reserves - Injury & Damages	1,743,100	1,708,300
Prepaid Insurance & Dues & WIP	1,811,959	1,698,205	Due To Operations	80,000	80,000
Total Other Assets	1,811,959	1,698,205	Unearned Capital Contributions	88,744,185	14,829,394
			Other Current Liabilities (Health Ins.)	3,242,824	1,564,683
Fixed Assets			Total Current Liabilities	109,515,344	41,844,769
Land	3,187,624	3,187,624	Equity		
Buildings	49,611,920	49,283,698	Retained Earnings	(2,688,795)	11,291,483
Coaches	129,428,769	129,483,525	Prior Year Retained Earning	78,980,037	75,248,859
Office Equipment	10,549,836	10,460,957	Total Equity	76,291,242	86,540,342
Other Equipment	23,374,497	21,935,419	Total Liabilities & Equity	185,806,587	128,385,111
Development Costs	378,571	240,988			
Vehicle Exp - Operating	1,420,405	1,420,405			
Other Equipment -Operating	189,242	154,908			
Total Fixed Assets	218,140,864	216,167,524			
Less Accumulated Depreciation					
Accumulated Depr Land	761,913	727,975			
Accumulated Depr Buildings	29,156,645	27,628,361			
Accumulated Depr Coaches	81,289,926	73,322,819			
Accumulated Depr Office Equipment	9,095,976	8,262,510			
Accumulated Depr Other Equipment	19,080,890	17,635,111			
Accumulated Depr Development Cost	78,245	57,300			
Accumulated Depr Vehicle Exp - Opr	999,459	943,332			
Accumulated Depr Other Equipment Op	141,215	123,765			
Total Depreciation	140,604,268	128,701,173			
Net Fixed Assets	77,536,596	87,466,350			
Total Assets	185,806,587	128,385,111			

Actual Revenue vs. Budget

October 2022, Fiscal Year 2023



Current Month Revenues



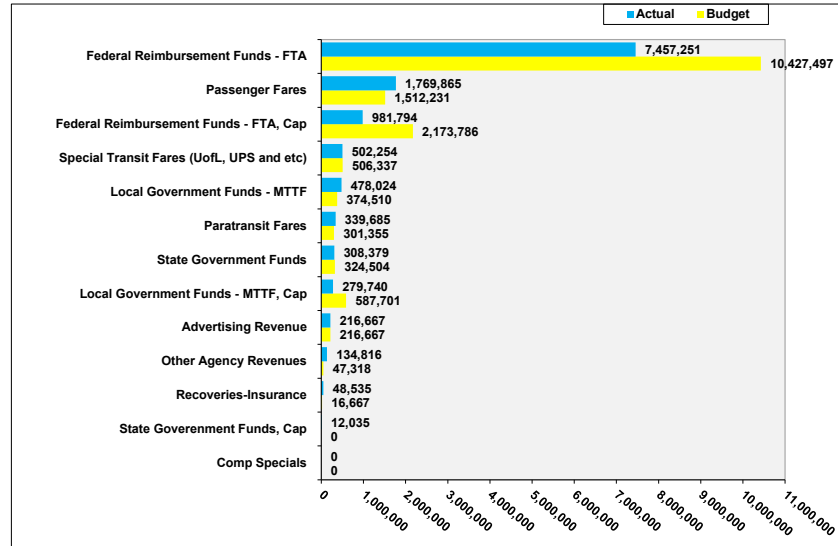
MTTF \$5,294,919 Actual = \$5,249,919 Budget

Passenger fares \$101,424

Paratransit fares \$8,468

Federal Reimbursement Funds - FTA \$449,177

Year to Date Revenues



MTTF \$20,479,077 Actual = \$20,479,077 Budget

Federal Reimbursement Funds - FTA \$7,457,251 Actual < \$10,427,497 Budget

Passenger fares \$257,634

Paratransit fares \$38,330

Federal Reimbursement Funds - FTA \$2,970,246

Federal Reimbursement Funds - FTA, Cap \$1,191,992

CM

* Federal Reimbursement Funds - FTA is under budget \$449,177 mainly due to operating expenses being under budget

YTD

* Federal Reimbursement Funds - FTA is under budget \$2,970,246 mainly due to operating expenses being under budget and operating revenues being over budget

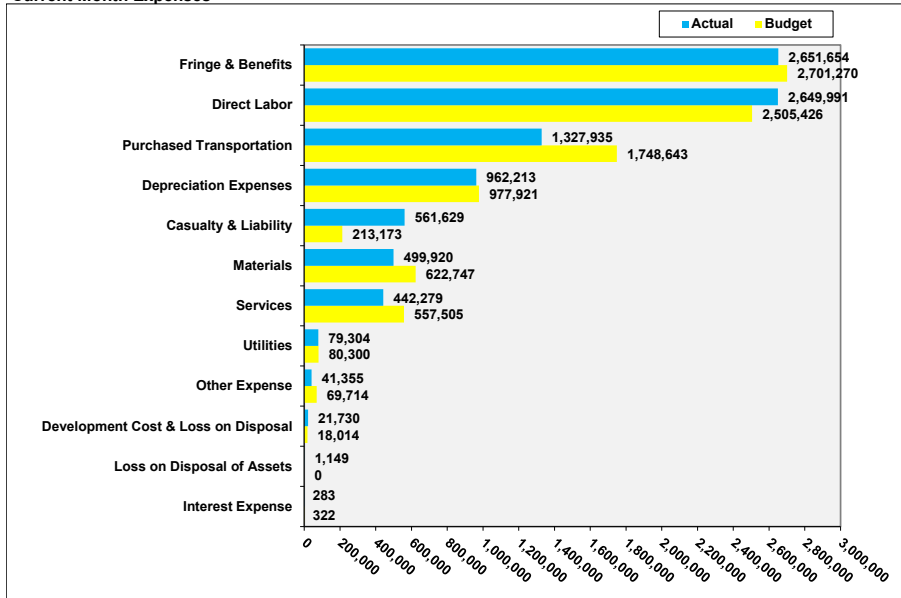
* Federal Reimbursement Funds - FTA, Cap is under budget \$1,191,992 mainly due to timing of expenditures

Actual Expenses vs. Budget

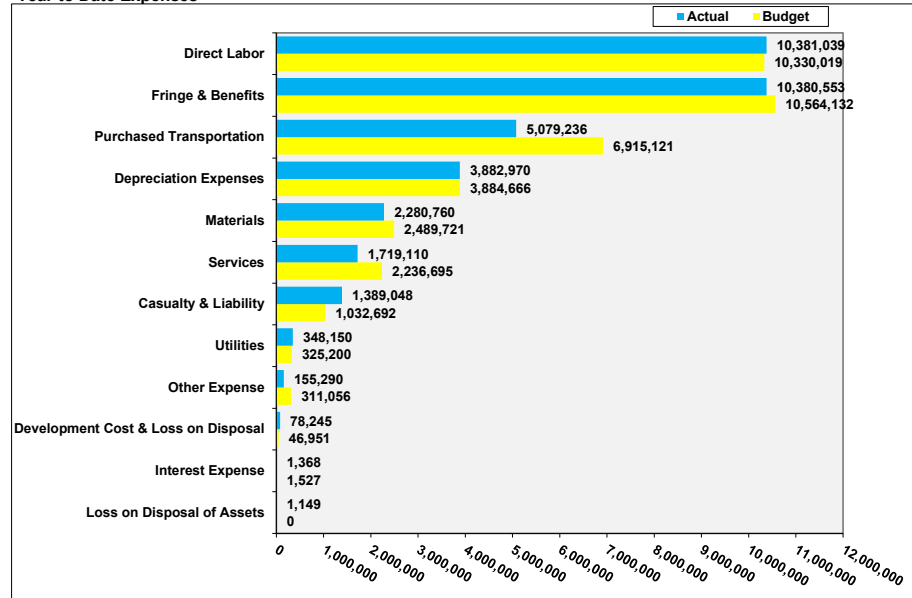
October 2022, Fiscal Year 2023



Current Month Expenses



Year to Date Expenses



Direct Labor \$144,565 Total Labor \$17,431

Fringe & Benefits \$49,616

Casualty & Liability \$348,456

Purchased Transportation \$420,708

CM

- * Fringe & Benefits are under budget \$49,616 mainly due to Medical and Sick Leave being under and offset by Worker's Compensation being over budget
- * Casualty & Liability is over budget \$348,456 mainly due to 4 claims being increased
- * Purchased Transportation is under budget \$420,708 mainly due to revenue hours, penalties and mobility as a service

YTD

- * Fringe & Benefits are under budget \$183,579 mainly due to Pension and Medical being under budget and offset by Workers Compensation being over budget
- * Services are under budget \$517,585 mainly due to Marketing, Safety, Mangement of Information System, Finance and Human Resources
- * Casualty & Liability is over budget \$356,356 mainly due to increased claims
- * Purchased Transportation is under budget \$1,835,885 mainly due to revenue hours, penalties and mobility as a service

Direct Labor \$51,020 Total Labor \$224,647

Fringe & Benefits \$183,579

Services \$517,585

Casualty & Liability \$356,356

Purchased Transportation \$1,835,885

MassTransit Trust Fund (MTTF) Revenue Deposits

Deposit to Budget Difference FY 2023



Month	FY 23 Actual Deposits	FY 23 Budget Deposits	Difference	YTD Total	Current Month	YTD
July	\$4,500,817	\$4,649,020	(\$148,203)	(\$148,203)	-3.19%	
August	\$5,003,555	\$4,699,540	\$304,015	\$155,812	6.47%	1.67%
September	\$6,140,805	\$5,962,117	\$178,688	\$334,500	3.00%	2.18%
October	\$3,989,046	\$4,213,468	(\$224,422)	\$110,078		
November		\$5,247,391				
December		\$6,845,244				
January		\$6,549,775				
February		\$4,123,717				
March		\$5,536,407				
April		\$8,240,000				
May		\$5,514,800				
June		\$6,031,516				
TOTAL	\$19,634,223	\$67,612,995				

MTTF Revenue Deposits - Actuals

LOUISVILLE METRO REVENUE COMMISSION TARC LICENSE FEE TRANSACTIONS

	October 2022	October 2021	YTD FYE 2023	YTD FYE 2022	Difference Amount	Percent Change
Receipts						
Employee Withholding	\$ 5,320,746	\$ 4,106,501	\$ 18,417,523	\$ 18,460,921	\$ 1,956,602	11.89%
Individual Fees	7	39	200	(18)	218	-1211.11%
Net Profit Fees	(1,404,105)	(96,298)	1,425,775	2,203,524	(777,749)	-35.30%
Interest & Penalty	114,772	79,629	337,556	265,430	72,126	27.17%
Total Collections	\$ 4,031,420	\$ 4,089,871	\$ 20,181,054	\$ 18,929,857	\$ 1,251,197	6.61%
Investment Income	\$ 12,050	\$ 645	\$ 18,553	\$ 2,753	\$ 15,800	573.92%
Total Receipts	\$ 4,043,470	\$ 4,090,516	\$ 20,199,607	\$ 18,932,610	\$ 1,266,997	6.69%
Disbursements						
Collection Fee	\$ 54,424	\$ 55,213	\$ 272,443	\$ 255,553	\$ 16,890	6.61%
Reversal of FY22 Investment Income	\$ -	\$ -	\$ 4,534	\$ -	\$ 4,534	
Total Disbursements	\$ 54,424	\$ 55,213	\$ 276,977	\$ 255,553	\$ 16,890	6.61%
Due Mass Transit	\$ 3,989,046	\$ 4,035,303	\$ 19,922,630	\$ 18,677,057	\$ 1,245,573	6.67%
Less Previous Payments			15,933,584	14,641,754	1,291,830	8.82%
Payable To Trust Fund			\$ 3,989,046	\$ 4,035,303	\$ (46,257)	-1.15%



Year to Date Summary

October 2022, Fiscal Year 2023

Actual Compared to Budget YTD

	Good	In the Red	
Total Revenues before Capital are Over/ Under by (pg. 2, line 18)		\$2,471,610	
Total Expenses are Over/ Under by (pg. 2, line 41)	\$2,471,610		
MTTF Revenue Deposits are Over /Under by (pg. 7)	\$110,078		
October has a favorable balance before Capital of	\$2,581,688	\$2,471,610	\$110,078

Actual Revenues over Expenses

Operating Revenues	\$3,011,822
Operating Expenses	\$31,734,554
Net Gain/(Loss) before MTTF	(\$28,722,732)
MTTF Approved Contributions	\$20,479,077
Net Gain/(Loss) before Subsidies	(\$8,243,655)
Subsidies	
CRSSAA	\$5,487,392
5307 Federal Formula dollars to be used as (CEER)	\$1,969,860
MTTF Local Share	\$478,024
State Contributions	\$308,379
Total Subsidies	\$8,243,655
Net Gain/(Loss) before Capital	\$0


Reimbursement Funds Only and a One Time Funding Source

	TARC Share	Actual FY 2020	Actual FY 2021	Actual YTD FY 2022	Actual YTD FY 2023	Remaining Balance	Budget YTD FY 2023	Delta Actual FY 2023 vs Budget FY 2023
CARES*	\$42,276,008	\$4,341,151	\$26,847,680	\$11,087,177		\$0	\$0	
CRRSAA**	\$21,374,688			\$9,315,786	\$5,487,392	\$6,571,510	\$4,896,014	\$591,378
ARP***	\$48,293,376					\$48,293,376	\$20,504,079	(\$20,504,079)
Total	<u>\$111,944,072</u>	<u>\$4,341,151</u>	<u>\$26,847,680</u>	<u>\$20,402,963</u>	<u>\$5,487,392</u>	<u>\$54,864,886</u>	<u>\$25,400,093</u>	<u>(\$19,912,701)</u>

* KY-2020-012 was approved/Executed 5/27/2020

** KY-2021-020 was approved/Executed 7/1/2021

*** KY-2022-003 was approved/Executed 5/24/2022